

**THE COTTAGES AT TRINITY CREEK  
DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

Know all men by these presents:

That Trinity Creek Development, Inc. is the owner of the following described land in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

A subdivision in part of the SW1/4 of Section 26, Township 19 North, Range 14 East of the Indian Base and Meridian, in the City of Tulsa, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the south quarter corner of said section; thence S 88°40'17" W along the south boundary of said SW1/4 a distance of 854.85 feet to a point; thence N 1°19'43" W a distance of 200.98 feet to a point; thence N 43°40'17" E a distance of 193.84 feet to a point; thence N 74°47'22" E a distance of 162.61 feet to a point; thence N 1°19'43" W a distance of 131.42 feet to a point; thence N 35°45'13" E a distance of 105.26 feet to a point; thence N 54°53'38" E a distance of 103.51 feet to a point; thence N 86°53'04" E a distance of 162.77 feet to a point; thence N 88°40'17" E a distance of 248.01 feet to a point on the east boundary of said SW1/4; thence S 1°17'41" E along the east boundary of said SW1/4 a distance of 655.00 feet to the point of beginning.

less the south 50 feet thereof, which street right-of-way for East 51st Street South, was dedicated by the plat of Trinity Creek Plat No. 5824 thereof, containing 9.36 acres, more or less (formerly the vacated plat of Blocks 1, 2 and 3 and Reserve C, of Trinity Creek, a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma).

And that the owner has caused the above described land to be surveyed, staked, platfied and subdivided into 36 lots in 3 blocks in conformity with the accompanying Plat, and has designated the subdivision as The Cottages at Trinity Creek, a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma.

**Section 1. Public Street Rights-of-Way, Easements and Utilities**

**A. Utility Easements**

The owner does hereby dedicate for public use the public street rights-of-way as depicted on the accompanying Plat and does further dedicate for public use the easements as depicted on the accompanying Plat as "U/E" for "Utility Easement" for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and 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 such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to the area included in the Plat and to the areas outside of the Plat. The owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Tulsa, Oklahoma, and by the supplier of any affected utility service, that are within the utility easements depicted on the accompanying Plat that no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained within the utility easements, provided, however, nothing herein shall be deemed to prohibit fences, drives, parking areas, curbing and landscaping within utility easements, which do not constitute an obstruction.

**B. Underground Service**

- Overhead pole lines for the supply of electric, telephone and cable television services may be located within the utility easements along East 51st Street South, also along the East perimeter of the subdivision for maintenance of the overhead pole line located adjacent to the East property line. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets shown on the accompanying plat.
- All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easements.
- Underground service cables and gas service lines to all structures which may be located on all lots in 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 each lot provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and affective right-of-way easement on the lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.
- The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or 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 service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority: to cut down, trim, or treat any trees and underground on the easements.
- The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

**C. Water, Sanitary Sewer, and Storm Sewer Service**

- The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on his lot.
- With the storm sewer easement and utility easement areas depicted on the accompanying Plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity which would interfere with the public water mains, sanitary sewer mains, and storm sewers shall be prohibited.
- The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or the owner's agents or contractors.
- The City of Tulsa, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying Plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.
- The City of Tulsa, or its successors prohibits the erection of any arch or similar structure over any driveway, private street or entrance drive to and within the parking area which would prohibit any government vehicle, specifically any fire vehicle from free usage and circulation throughout the facility.
- The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Tulsa, Oklahoma, or its successors, and the owner of the lots agrees to be bound hereby.

**D. Gas Service**

- The owner of the lot shall be responsible for the protection of the gas facilities located on the owner's lot.
- Within the utility easement areas depicted on the accompanying Plat the alteration of grade from the contours existing upon the completion of the installation of a gas main or construction activity that would interfere with gas mains shall be prohibited.
- The supplier of the gas service shall be responsible for ordinary maintenance of gas mains but the owner of a lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or the owner's agents or contractors.
- The supplier of gas service shall at all times have right of access to all utility easements depicted on the accompanying Plat, or otherwise provided for in this deed of dedication, for the purpose of installing, removing or replacing any portion of gas facilities.
- The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service, and the owner of the lot agrees to be bound hereby.

**E. Surface Drainage**

Each lot shall receive and drain, in an unrestricted manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner 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 his lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and the City of Tulsa, Oklahoma.

**F. Limits of No Access**

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 51st Street South within the bounds designated as "Limits of No Access" ("L.N.A.") on the accompanying Plat, which "Limits of No Access" may be amended or released by the Tulsa Metropolitan Area Planning Commission, or its successor, and with the approval of the City of Tulsa, Oklahoma, or as otherwise provided by the statutes and laws of the state of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Tulsa.

**G. Paving and Landscaping Within Easements**

The owner of the lots affected shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water, sewer, storm sewer, facilities within the utility easement and restricted waterline easement areas depicted upon the accompanying Plat, provided however, the City of Tulsa, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

**H. Storm Sewer**

- The City of Tulsa, Oklahoma, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
- No fence, wall, building or other obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system.
- The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot shall pay for damage or relocation of such system caused or necessitated by acts of the owner or the owner's agents or contractors.
- The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Tulsa, Oklahoma, or its successor, and the owner of the lots agrees to be bound hereby.

**I. Overland Drainage Easements**

- The Owner does hereby grant to the City of Tulsa, Oklahoma and establish perpetual easements on, over and across those areas designated on the accompanying plat as "ODE" 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.
- Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Tulsa, Oklahoma, and plans and specifications approved by the Department of Public Works and Development of the City of Tulsa, Oklahoma.
- 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, Oklahoma, provided, however, that the placing of turf shall not require the approval of the Department of Public Works and Development of the City of Tulsa, Oklahoma.
- The overland drainage easement areas and facilities located within a lot shall be maintained by the owner of the lot upon which the drainage easement is located at his cost in accordance with standards prescribed by the City of Tulsa Oklahoma. In the event the owner of the lot over which an 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, Oklahoma, 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 the lot. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Tulsa, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.

**SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

Whereas, The Cottages at Trinity Creek was submitted as a planned unit development (designated as PUD 711) pursuant to Sections 1100-1170 of Title 42, Tulsa Revised Ordinances (Tulsa Zoning Code), as the Tulsa Zoning Code existed on December 15, 2004 and PUD 711 was approved by the Tulsa Metropolitan Area Planning Commission on December 15, 2004 and approved by the Council of the City of Tulsa, Oklahoma on February 10, 2005 the implementing Ordinance No. 21007 published February 18, 2005, and

Whereas, Owner desires to establish restrictions for the purpose of achieving an orderly development for the mutual benefit of owner, its grantees, successors and assigns in title and the City of Tulsa, Oklahoma, and

Whereas, the planned unit development provisions of the Tulsa Zoning Code require the establishment of covenants of record inuring to and enforceable by the City of Tulsa, Oklahoma sufficient to assure continued compliance with the approved planned unit development and amendments thereto.

Therefore, owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon owner, its grantees and successors in title and shall be enforceable by owner, any person owning a lot in The Cottages at Trinity Creek and by the City of Tulsa as hereinafter set forth.

**A. General standards**

The development of The Cottages at Trinity Creek shall be subject to the planned unit development provisions of the Tulsa Zoning Code, as such provisions existed December 15, 2004, or as may be subsequently amended.

**B. Development standards**

**1. Permitted uses**

Those uses included as a matter of right in use unit 6, single family dwellings, including a landscaped entrance and security gatehouse and customary accessory uses shall be permitted.

**2. Minimum lot average width**  
The minimum average width of a lot shall be 60 feet.

**3. Maximum number of lots**  
The maximum number of lots shall be 38.

**4. Minimum lot size**  
The minimum size of a lot shall be 6,900 square feet.

**5. Maximum building height**  
The maximum height of a building shall be 35 feet.

**6. Off-street parking**  
Each lot shall have two enclosed off-street parking spaces and at least two additional off-street parking spaces.

**7. Minimum yards**  
Each dwelling unit shall have minimum yards as follows:  
Front: From the front lot line 20 FT  
Side 5 FT  
Rear 20 FT

**8. Livability Space**  
All dwelling unit shall have a minimum of 4,000 square feet of livability space as defined in the City of Tulsa Zoning Code.

**9. Private streets**  
All private streets shall have a minimum right-of-way of 50 feet and be a minimum of 26 feet in width measured face-to-face of curbs.

"The Owner/Developer acknowledges for itself and its successors in title that the City of Tulsa, Oklahoma shall have no duty to maintain any private streets within the subdivision, nor have any implied obligation to accept any subsequent tender of dedication of any private streets within the subdivision.

All curbs, gutters, base and paving materials shall be of a quality and thickness which meet the City of Tulsa standards for minor residential public streets. The maximum vertical grade of private streets shall be ten percent.

**10. Signs**  
One entry identification sign shall be permitted with a maximum display surface area of 32 square feet.

**11. Homeowners Association**  
As provided in Section V. hereof, the Trinity Creek Homeowners Association (the "Association") shall be created and vested with sufficient authority and financial resources to properly maintain all private streets and common areas including any security gates, walls, detention facilities, gatehouses or other commonly owned structures within The Cottages at Trinity Creek.

**SECTION III. PRIVATE RESTRICTIONS**

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 grantees, successors and assigns, and shall be enforceable as hereinafter set forth.

**A. Lots:** The use of the platted lots shall be limited to detached single-family residential purposes, having an attached garage providing space for a minimum of two automobiles.

**B. Reserve Areas:** Reserve Area H as reflected on the recorded Plat of The Cottages at Trinity Creek shall be used as common area only. The common area will be conveyed by Owner to the Association for the purposes of pedestrian access, open area, private streets, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the lots within The Cottages at Trinity Creek. Drainage facilities constructed in the common area shall be in accordance with standards prescribed by the City of Tulsa and plans and specifications approved by the City of Tulsa. The Association in accordance with standards prescribed by the City of Tulsa shall maintain such drainage way area and facilities. In the event the Association should fail to adequately and properly maintain the drainage way area and facilities, the City of Tulsa may enter upon the area, perform maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all members of the Association. All lot owners within The Cottages at Trinity Creek shall have access to the park area, playground equipment, swimming pool (if constructed) and clubhouse (if constructed) within the common areas of Trinity Creek. Access by any lot owner within The Cottages at Trinity Creek to the common area within Trinity Creek shall be subject not only to membership in the Association, but also to payment of the special assessment described in Section V hereof. The Owner reserves the right not to construct a swimming pool and/or clubhouse.

**C. Fencing and landscaping easement:** The Owner hereby establishes perpetual easements to erect and maintain decorative fencing, as well as to install and maintain landscaping, within the area depicted on the accompanying Plat as "F&L/E" or "Fencing and Landscaping Easement." Such "F&L/E" areas shall be conveyed by the Owner to the Association as set forth within Section V.

**D. Fronting and access limitation:** Each dwelling shall front a private street

**E. Yards and setbacks:**

**1. Street setback:** no building shall be erected nearer to a private street than the building setback lines depicted on the accompanying Plat.  
Garages facing side streets having a 15 foot building line shall be set back 20 feet from the property line. The front of the house must face the adjacent private street.

**2. Rear yard:** the minimum rear yard shall not be less than 20 feet in depth.

**3. Side yard:** the minimum side yard shall not be less than 5.0 feet or the depth of any utility easement located within the lot and along the side lot line.

**4. Dwelling separation:** dwellings shall be separated by not less than 10 feet.

**5. Easement setbacks:** no building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying Plat.

**6. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the private streets shall be placed or permitted to remain on any corner lot within the sight-triangle area formed by the private street property lines and a line connecting them at points twenty-five (25) feet from the intersection of private street lines or in the case of a rounded property corner, from the intersection of the private street property lines extended. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a private street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.**

**F. Signage:** Monument signs identifying the residential development may be located at entrance to The Cottages at Trinity Creek.

**G. Sidewalks:** All lots shall have continuous sidewalk along the private street frontages meeting the specifications and requirements of the City of Tulsa. Four-foot wide sidewalks shall be placed along residential streets at a distance of 5'-10" from the back of the curb.

**H. Minimum square footage:**  
All one story single-family dwelling units shall have a minimum of 1,600 square feet of finished heated living area. All two story single family dwelling units shall have a minimum of 2,000 square feet of finished heated living area and at least 1,600 square feet must be located on the first floor.

**Section IV. Additional Restrictions**

The Owner desires to establish additional restrictions for the purpose of providing for the orderly development of The Cottages at Trinity Creek and to ensure adequate restrictions for the mutual benefit of the Owner, its grantees, successors and assigns.

The Owner does hereby impose the following additional restrictions and covenants on The Cottages at Trinity Creek which shall be covenants running with the land, and shall be binding upon the Owner, its grantees, successors and assigns:

**A. Architectural Committee - Plan Review:**

**1. No building, fence or wall shall be erected, placed or altered on any lot in The Cottages at Trinity Creek until the building plans and specifications 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 the officers of Trinity Creek Development, Inc., or their duly authorized representative, representatives or successors. The architectural committee may approve plans and specifications for any builder and such plans, if used again, need not be resubmitted for subsequent approval. 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 scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and the 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 the newly appointed member shall have the same authority hereunder as his predecessors, as above set forth. In the event the architectural committee fails to approve or disapprove any such plans, specifications and plot plans submitted to it as herein required within thirty (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 purpose of the architectural committee is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized 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 approval, disapproval or failure to approve hereunder, and its approval of building plans 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 shall not be deemed a waiver of any restriction, unless the architectural committee is hereinafter authorized to grant the particular waiver.**

**3. The powers and duties of the committee or its designated representative shall cease on the 1st day of January 2015, or when residences have been completed on ninety percent (90%) of the lots, whichever occurs first. Thereafter, the Association shall exercise the powers and duties of the architectural committee. However, the Association shall not unreasonably withhold design approvals if such requests are consistent with, and meet the general requirements as previously approved by the architectural committee.**

RECEIVED

APR 25 2005

Tulsa Metropolitan Area  
Planning Commission

## B. 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 will be exposed. No stem walls will be exposed.
2. **Roofing:** Unless approved by the architectural committee, no building shall have a roof pitch of less than 7/12. All porches, porches and dormers shall be no less than a 4/12 pitch. Wood grained composition roofing material having a thirty (30) year or more rating (such as "Timber Heritage 30-year") with a weathered wood color and appearance shall be used on all homes in the subdivision. The committee may, but shall not be obligated to, waive this restriction. Provided, however, such waiver to be effective must be in writing, dated and signed by the committee.
3. **Exterior walls:** The first story exterior walls of a dwelling on a lot shall be one hundred percent (100%) brick, stone or stucco, provided, however, that the area of all windows and doors located in an exterior wall and the area adjacent to porches and under porches shall be excluded in the determination of the area of exterior wall, 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 chase.)
4. **Windows:** All dwellings with windows other than wood must be painted in color harmony with the exterior color and texture of the residence. Windows may be wood or vinyl or as approved by the architectural committee. Vinyl windows shall be prime residential grade or better. Wood frames shall be painted, sealed or stained.
5. **Siding:** No steel, aluminum, vinyl or plastic siding shall be permitted on any building on any lot.
6. **Mailboxes:** All mailboxes shall be of the same design to that specific plan provided by the Owner. The mailbox shall be positioned so that is accessible from the curb and 6 feet from the "inside edge" of the driveway. "Inside edge" shall mean the edge of the driveway that borders the largest continuous lot area. The top of the mailbox shall be 48 inches from the street level. No mailbox shall be erected on any lot without the approval of the design by the committee.
7. **Garage doors:** Garage doors must be painted in color harmony with the exterior color and texture of the residence. Garage doors shall not have any glass exposed to the street, but may have wood trim painted or stained to complement the exterior color(s) of the dwelling.
8. **Waiver:** The architectural committee may waive, in a particular instance, the building material requirements set out in this subsection, provided, such waiver to be effective must be in writing, dated and signed by a majority of the architectural committee.

C. **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.

D. **Existing building:** No existing or erected building of any sort may be moved onto or placed on any lot.

## E. 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 approval by the architectural committee.

F. **Vehicle storage and parking:** No inoperative vehicle shall be stored on any residential 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.

G. **Antennas:** No radio or television tower, aerial or antenna shall be located on any lot. Satellite dishes shall be no larger than 18" in diameter and be screened from view from the adjacent street.

H. **Landscaping requirements:** The front elevation of all lots and side elevations of any corner lot must be professionally landscaped to architectural committee requirements. Such requirements shall be met upon completion of each residence. All front, side and back yards must be sodded on the completion of each residence.

I. **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 and are otherwise in compliance with City of Tulsa ordinances.

J. **Interior fences and walls:** Interior fences and walls situated upon lots shall comply with the following:

1. No fencing shall extend beyond the building line of a residence. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at such corner.
2. All fences shall consist entirely of wood, brick, natural stone, wrought iron, or some combination thereof. All wood fencing shall have metal posting. Such metal posting shall be interior of the fencing and not visible from any street. All wood fencing shall be constructed with the trimmed/finished siding exposed to any areas visible from street view. The committee may, but shall not be obligated to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted under any circumstances.
3. No fence in excess of six (6) feet in height shall be permitted.
4. The architectural committee shall review and approve all fencing that abuts Reserve Areas, ensuring that consistent materials and fence installation provide a uniform boundary for the Reserve Areas.

## Section V. Homeowners' Association

A. **Formation of Homeowners Association.** The owner has formed or shall cause to be formed The Trinity Creek Homeowners Association (the "Association") of the owners of lots within Trinity Creek and The Cottages at Trinity Creek to be established in accordance with the statutes of the state of Oklahoma, and to be formed for the general purposes of maintaining the common areas, and enhancing the value, desirability and attractiveness of Trinity Creek and The Cottages at Trinity Creek.

B. **Membership.** Any owner of a lot in The Cottages at Trinity Creek in the City of Tulsa, Tulsa County, State of Oklahoma, shall automatically become a member of the Association. The membership of the Association shall be limited to the record owner, whether one or more persons or entities, of a fee simple title to a lot situated within Trinity Creek, The Cottages at Trinity Creek and in any additional property as may be annexed to or merged into the jurisdiction of the Association or allowed to join according to procedures set forth in the articles or bylaws of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any lot situated within Trinity Creek and The Cottages at Trinity Creek. Ownership of a lot shall be the sole qualification of membership with respect to those property owners in Trinity Creek and The Cottages at Trinity Creek.

C. **Powers of the Association.** The Association, in addition to all other rights, powers and duties provided herein and as contained in its certificate of incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the laws of the state of Oklahoma by law may now or hereafter have to carry out its corporate purposes.

D. **Voting rights.** The Association shall have two classes of voting membership:

**Class A:** Class A members shall be all those persons or entities entitled to membership as defined in paragraph B of this Section V with the exception of Owner. Class A members who own a lot shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by paragraph B of this Section V; provided, however, when two or more persons or entities hold such interest or interests in any lot, although all of such persons or entities shall be members of the Association, the vote for such lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote be cast with respect to any one lot.

**Class B:** The Class B member shall be Owner. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by paragraph B of this Section V; provided, that the Class B membership shall cease and be converted to Class A members on the earlier to occur of:

1. The date on which seventy-five percent (75%) of the lots in Trinity Creek so platted have been sold by Owner; or
2. December 31, 2010; or
3. Such date as Owner executes and records with the County Clerk of Tulsa County, Oklahoma, a notice that Owner has elected to convert the Class B membership to Class A membership.

Notwithstanding any provision herein to the contrary, the Owner's 3-for-1 right to vote shall apply only to Association matters involving Trinity Creek, The Cottages at Trinity Creek and any additional property annexed into the jurisdiction of the Association.

E. **Members' Easements of Enjoyment.** Every member shall have the nonexclusive right and pedestrian access easement to use and enjoy the common area and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every lot within The Cottages at Trinity Creek, subject, however, to the following provisions:

1. The right of the Association to limit the number of guests of members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of Trinity Creek and The Cottages at Trinity Creek;
  2. Subject to the provisions of paragraph I of this Section V, the right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the common area and facilities and improvements constructed thereon and in aid thereof to mortgage the common area, but only upon the prior written consent of the Class B member, if any. In the event such common area is mortgaged, the rights of the members of the Association hereunder to use and enjoy such common area shall be subject and subordinate to the rights of the mortgagee therein.
  3. The right of the Association to dedicate or transfer all or any part of the common area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by members entitled to cast one-half (1/2) of the votes of the Class A membership and one-half (1/2) of the votes of the Class B membership, if any, in which such members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the board of directors but only after the board receives written consent from the Class B member, if any.
  4. The right of the Association to suspend the voting rights and suspend or terminate the right to use and easement of the common area of a member:
    - (i) With respect to voting rights, for any period during which any assessment against this lot remains unpaid; provided, however, the Association shall give written notice to the member in default; or
    - (ii) With respect to use and easement of the common area, for any period during which any assessment against his lot remains unpaid or for any infraction of the published rules and regulations of the Association relating to such use.
  5. The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the common area.
- F. **Delegation of use of common area.** Any member may delegate, in accordance with the bylaws of the Association, his right to use, but not ownership of his easement right to, the common area and facilities and improvements situated thereon, to his family members and guests, and to tenants who reside in The Cottages at Trinity Creek.

G. **Title to the common area.** The Owner herein reserves the right and easement to enter upon the common area and construct, repair and maintain improvements thereon. Maintenance of the common area shall be borne by the Association; provided, however, in the event the Association fails or refuses to maintain the common area, the Owner shall have the right, but not the obligation, to maintain the common area in a reasonable manner and the Association shall reimburse the Owner for such expenses upon demand. The Owner hereby covenants for itself, its grantees, successors and assigns, that it will convey fee simple title to the common area to the Association, subject only to any assessments and restrictions of record, upon the conversion of Class B membership to Class A membership pursuant to the provisions hereof. Conveyance of the common area to the Association shall be approved in writing by the Association, which shall not unreasonably refuse to take title thereto.

H. **Damage to the common area.** If, due to the act or omission of any owner, his family, tenants, contract purchasers, guests, licensees or other invitees, the common area is damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association.

I. **Creation of lien and personal obligation of assessments.** Except for annual assessments described in paragraph 3 below, no assessments (annual or special) shall be assessed against or attach to any lot owned by Owner within The Cottages at Trinity Creek. Except for Owner, each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to convey and agree to pay to the Association his share of:

- (a) Annual assessments or charges provided for herein; and
- (b) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment became due.

J. Purpose of assessment. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents in Trinity Creek and The Cottages at Trinity Creek and promoting the habitability of residential structures and enhancing property values in Trinity Creek and The Cottages at Trinity Creek, including, but not limited to the improvement and maintenance of the common areas and improvements thereon, private streets, drainageways and easements, driveways, parking areas, fences and walls, and landscaped areas, and the payment of taxes thereon.

K. Annual assessments. The annual assessment on any lot owned by the Owner and any owner of such lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, shall be fifty dollars (\$50.00) per lot. For all other owners, the initial annual assessments, commencement of which is provided for in paragraph M of this Section V, for the first year shall be four hundred dollars (\$400.00) per lot. The annual assessment on lots owned by owners (other than the Owner and any builder of the residential structure which will not be used by such builder as his primary residence) may be increased by the affirmative vote of the board of directors of the Association upon thirty (30) days written notice to such owners prior to the effective date of such increase, provided, that any increase in the annual assessment greater than 50% from the previous year's annual assessment amount shall require the affirmative vote of a majority of those owners of lots in Trinity Creek and The Cottages at Trinity Creek who are in attendance (either in person or by proxy) at a special meeting of the members, duly called and noticed.

Annual and special assessments shall be established at a uniform rate, except for the costs of maintaining Reserve H which may be adjusted for any additional costs pertaining to Reserve H, applying such factors as the board of directors shall determine appropriate, including the operation costs of the Association, maintenance of the private streets, common areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by the members of the Association shall be used exclusively for the maintenance and repair of the common areas, and for such operating costs of the Association that are related to the operation of the common areas and the general operations of the Association.

L. Special assessment. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the common area or easements, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the board of directors; provided that special assessments shall require the affirmative vote of the Class B member and one-half (1/2) of the owners of such lots who are Class A members of the Association who are in attendance (in person or by proxy) at a special meeting of the members of the Association, duly called and noticed.

M. Date of commencement of annual assessments; due date. Except for the Owner and any owner of such lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, the annual assessment provided for herein shall commence on the first day of the month following conveyance of title to that lot to a third-party occupant. The annual assessment for lots owned by the Owner, and any owner of such lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, shall commence January 1, 2006. The board of directors shall establish the form and means of written notice of the annual assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether annual and/or special assessments on a specified lot have been paid. The board of directors for the issuance of those certificates may make a reasonable charge. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

N. Effect of nonpayment of assessments; remedies of the association. Any assessments which are not paid on or before the due date, as prescribed by the board of directors of the Association in writing, shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may take action against the owner delinquent in the payment of assessments owed to the Association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce alien filed against the owner's property; and other actions designated to obtain payment for financial obligation owed by an owner. In taking these actions, whether one or more, the Association shall be entitled to collect the costs it has incurred in efforts to obtain payment from a delinquent owner including, but not limited to, reasonable attorney's fees, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the Association reasonably incurs in its efforts to collect delinquent assessments from an owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. Notwithstanding any provision herein to the contrary, this paragraph N shall not apply to the Owner.

O. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosures. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.

P. Exempt property. The following property subject to this declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the common area.

Section VI. Trinity Creek II And All Trinity Creek Additions

Owner is also the owner of property located within the Southwest Quarter (SW1/4), Section 26, Township 19 North, Range 14 East if the Indian Base and Meridian, in the City of Tulsa, Tulsa County, State of Oklahoma (the "Property") in addition to Trinity Creek and The Cottages at Trinity Creek. Owner intends to develop the Property as additional phases of Trinity Creek in the future. If Owner does proceed to Plat the additional Property for residential development, Owner reserves the right to include all of the lots created in the additional Property Plat in and to the terms and subject the same to the benefits and obligations of all lot owners set forth in the Declaration and the Deed of Dedication of Trinity Creek. At such time as Owner files written documentation evidencing the inclusion of the additional Property into the terms and conditions of this Declaration and the Deed of Dedication of Trinity Creek, all of the terms and conditions of this declaration shall apply to the additional Property lots as if those lots had been platted at the same time as the Trinity Creek lots. Each owner of a lot in the additional Property shall have all the same rights and obligations as a lot owner in Trinity Creek under the terms and conditions of this Declaration and Deed of Dedication of Trinity Creek.

Section VII. 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, its grantees, 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 whether or not therein so stated the covenants within Section I shall inure to the benefit of and be enforceable by the City of Tulsa, Oklahoma. The covenants contained in Section II, Planned Unit Development Restrictions, are established pursuant to the planned unit development provisions of the Tulsa Zoning Code and shall inure to the benefit of and be enforceable by the owners of any lot or parcel within The Cottages at Trinity Creek and shall inure to the benefit of and be enforceable by the City of Tulsa, Oklahoma. If the undersigned owner, or its grantees, successors or assigns, shall violate any of the covenants within Section I, the supplier of utility service or the City of Tulsa, Oklahoma may bring an 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 or to recover damages. The covenants contained in Section III, Private Restrictions, Section IV, Additional Restrictions, and Section V, Homeowners Association, shall inure only to the benefit of the owners of the residential lots and the members of the Trinity Creek Homeowners Association. If the undersigned owner, or its grantees, successors or assigns, shall violate any of the covenants within Section II, IV or V, it shall be lawful for any person owning any lot or parcel within The Cottages at Trinity Creek or the Association to bring an 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 or to recover damages.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than 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, Streets, Easements and Utilities, may be amended or terminated at any time by written instrument signed and acknowledged by the owner of the lot or parcel to which the amendment or termination is to be applicable and approved by the Tulsa Metropolitan Area Planning Commission, or its successors and the City of Tulsa, Oklahoma.

The covenants contained within Section II, Planned Unit Development Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or parcel to which the amendment or termination is to be applicable and approved by the Tulsa Metropolitan Area Planning Commission, or its successors.

The covenants contained within Section III, Private Restrictions, Section IV, Additional Restrictions, and Section V, Homeowners Association, may be amended or terminated at any time by a written instrument signed and acknowledged by Trinity Creek Development, Inc., during such period that Trinity Creek Development, Inc. is the owner of at least 2 residential lots within The Cottages at Trinity Creek or alternatively, the covenants contained within Sections III, IV and V may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the residential lots within The Cottages at Trinity Creek. In the event of any conflict between an amendment or termination properly executed by Trinity Creek Development, Inc. (during its ownership of at least 2 residential lots), and any amendment or termination properly executed by the owners of 75% of the residential lots within The Cottages at Trinity Creek, the instrument executed by Trinity Creek Development, Inc. shall prevail during the time that Trinity Creek Development, Inc. owns at least 2 residential lots. The provisions of any instrument amending or terminating covenants as above set forth 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 of any part hereof as set forth herein, which shall remain in full force and effect.

In witness whereof, Trinity Creek Development, Inc., has executed this instrument this 25<sup>th</sup> day of April, 2005.

Trinity Creek Development, Inc.

By: Steve Davis

Steve Davis, Vice President

State of Oklahoma )  
                                  ) ss  
County of Tulsa     )

Steve Davis, as Vice President of Trinity Creek Development, Inc. and acknowledged this instrument before me this 25<sup>th</sup> day of April, 2005.

Cynthia Johnson  
Notary Public

Commission and expiration no.

3-8-09  
2590 3404

CERTIFICATE OF SURVEY

I, Gary W. Breisch of Crafton, Tull & 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 The Cottages at Trinity Creek, a subdivision in the City of Tulsa, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted practices meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Executed this 25<sup>th</sup> day of April, 2005.

Gary W. Breisch  
Gary W. Breisch  
OK PLS 1134  
CA 973 PEALS Exp. Date 6/30/06

State of Oklahoma )  
                                  ) ss  
County of Tulsa     )

The foregoing certification of survey was acknowledged before me this 25<sup>th</sup> day of April, 2005, by Gary W. Breisch.

3-8-09  
My commission expires

Cynthia Johnson  
Notary Public

RECEIVED

APR 25 2005

Tulsa County Clerk  
Plat 2590 3404

