

**WOODLAND VALLEY OFFICE PARK  
DEED OF DEDICATION & RESTRICTIVE COVENANTS**

**KNOWN BY ALL MEN THESE PRESENTS:**

61MM, LTD., AN OKLAHOMA LIMITED PARTNERSHIP, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF THE NW/4 OF THE NE/4 OF SECTION 1, T-18-N, R-13-E, CITY OF TULSA, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

"BEGINNING AT A POINT" ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 61ST STREET SOUTH, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, "COMMUNITY PLACE", A SUBDIVISION IN SAID NW/4 OF THE NE/4 OF SAID SECTION 1; THENCE S 89°59'42" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 308.44'; THENCE S 00°03'20" W FOR 245.00'; THENCE S 89°59'42" E FOR 295.00' TO A POINT ON THE EASTERLY LINE OF THE NW/4 OF THE NE/4 OF SECTION 1; THENCE S 00°03'20" W ALONG SAID EASTERLY LINE FOR 543.36'; THENCE S 89°55'46" W FOR 700.33' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 90TH EAST AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AS FOLLOWS: N 31°46'42N W FOR 0.00' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05°12'44N AND A RADIUS OF 330.00' FOR 30.02'; THENCE N 36°59'36" W FOR 67.85' TO A POINT OF CURVE, THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 36°59'54" AND A RADIUS OF 470.00' FOR 303.50'; THENCE N 00°00'18N E FOR 142.49' TO A POINT THAT IS THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, "COMMUNITY PLACE-; THENCE S 89°59'42- E ALONG THE SOUTHERLY LINE OF LOT 1 J BLOCK 1, "COMMUNITY PLACE" FOR 250.00' TO THE SOUTHEAST CORNER OF LOT 1; THENCE N 00°00'18" E ALONG THE EASTERLY LINE OF LOT 1 FOR 285.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "WOODLAND VALLEY OFFICE PARK", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA.

**SECTION I. STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS.** THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", "DRAINAGE EASEMENT" AND "STORM SEWER 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 AND THE STORM SEWER 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 RE-LAYING 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 TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED. PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING 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 ALL UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTWAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RIGHTS-OF-WAY OF THE PUBLIC STREETS, SUBJECT TO AUTHORIZATION GRANTED BY THE CITY OF TULSA PURSUANT TO A FRANCHISE, PERMIT OR LICENSE. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENTWAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE 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 AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN 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 OR 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 B 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. WATER AND SEWER SERVICE.**

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON HIS LOT.

2. 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 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 TULSA, 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 TULSA, 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 C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**D. GAS SERVICE.**

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS SHOWN ON SAID PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND 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 ON HIS LOT, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS FACILITIES. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**E. SURFACE DRAINAGE.** EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED 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 BY THE CITY OF TULSA, OKLAHOMA.

**F. STORM SEWER.**

1. THE CITY OF TULSA, OR ITS SUCCESSORS, THROUGH ITS DESIGNATED 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.

2. 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 SHALL BE PROHIBITED.

3. THE CITY OF TULSA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR EACH LOT OR HIS AGENTS OR CONTRACTORS.

4. THE FOREGOING COVENANTS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

**G. LIMITS OF NO ACCESS.** THE UNDERSIGNED ~ER/DEVELOPER 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 ~ OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

**H. PAVING AND LANDSCAPING WITHIN EASEMENTS.** THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE RESTRICTED WATER LINE, SEWER LINE OR UTILITY 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.

**I. DRAINAGE EASEMENT.**

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA, THE OWNER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DIE" OR "DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION

2. DRAINAGE FACILITIES CONSTRUCTED IN 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 OF THE CITY OF TULSA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE 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 PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA, AND THAT NORMAL APPURTENANCES TO THE SUPPLY OF ELECTRICITY SUCH AS TRANSFORMERS, PADS, AND PEDESTALS ARE NOT TO BE DEEMED OBSTRUCTIONS.

***SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS***

WHEREAS, WOODLAND VALLEY OFFICE PARK WAS SUBMITTED AS AN AMENDMENT TO PART = PLANNED UNIT DEVELOPMENT NO. 397 (PUD 397) AS PROVIDED WITHIN SECTIONS 100-1107 OF TITLE 42, TULSA REVISED ORDINANCES (TULSA ZONING CODE), WHICH JD 397 WAS INITIALLY APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION ON SEPTEMBER 18, 1985, AND BY THE COUNCIL OF THE CITY OF TULSA, OKLAHOMA, ON OCTOBER 8, 1985 THE IMPLEMENTING ORDINANCE NO. 18565 BEING ADOPTED MARCH 4, 1986, AND PUBLISHED MARCH 7, 1986; 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 THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/ DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF TULSA, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER. ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

**A. PLANNED UNIT DEVELOPMENT.** THE DEVELOPMENT OF WOODLAND VALLEY OFFICE PARK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE, AS SUCH PROVISIONS EXISTED ON MARCH 7, 1986, OR AS MAY BE SUBSEQUENTLY AMENDED.

**B. USE AND DEVELOPMENT STANDARDS.** WOODLAND VALLEY OFFICE PARK SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS LIMITATIONS, AND DEVELOPMENT STANDARDS:

**1. PERMITTED USES.** THE PERMITTED USES SHALL BE LIMITED TO THE USES PERMITTED BY RIGHT WITHIN AN OL-OFFICE LIGHT INTENSITY DISTRICT, AND DRIVE-IN BANKING FACILITIES

**2. FLOOR AREA.** THE MAXIMUM FLOOR AREAS OF PUD 397, DEVELOPMENT AREA B-1 SHALL BE LIMITED TO 178,898 SQUARE FEET. THE MAXIMUM FLOOR AREA FOR EACH LOT WITH DEVELOPMENT AREA B-1 SHALL NOT EXCEED .35 OF THE LOT AREA.

**3. BUILDING SETBACKS.** NO BUILDING SHALL BE LOCATED NEARER TO A PUBLIC STREET THAN BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT.

FROM CENTERLINE OF EAST 51ST STREET 105'  
FROM CENTERLINE OF SOUTH 90TH EAST AVENUE 55'  
FROM OTHER BOUNDARIES 20'

**4. BUILDING HEIGHT.** THE MAXIMUM BUILDING HEIGHT SHALL BE 2 STORIES.

**5. LANDSCAPED AREAS.** LANDSCAPING SHALL BE ESTABLISHED AS SET FORTH WITHIN SECTIONS 1000-1003 OF THE TULSA ZONING CODE AS IT EXISTED ON AUGUST 1, 1997 AND SHALL COMPLY WITH THE FOLLOWING ADDITIONAL RESTRICTIONS:

**A.** NOT LESS THAN 15% OF THE LOT AREA SHALL BE LANDSCAPED OPEN SPACE.

**B.** REQUIRED LANDSCAPING MAY INCLUDE PARKING ISLAND PLAZAS AND COURTYARDS, BUT SHALL EXCLUDE WALKWAYS DESIGNED SOLELY FOR CIRCULATION. TO THE EXTENT PERMITTED BY THE CITY OF TULSA, OKLAHOMA, UNSURFACED PUBLIC STREET RIGHT-OF-WAY SHALL BE GRASSED.

**6. SIGNS.** SIGNS ACCESSORY TO PRINCIPAL OR PERMITTED ACCESSORY USES SHALL COMPLY WITH THE RESTRICTIONS OF THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE TULSA ZONING CODE.

**7. TRASH AND MECHANICAL EQUIPMENT.** TRASH RECEPTACLES AND MECHANICAL EQUIPMENT AREAS SHALL BE SCREENED FROM PUBLIC VIEW BY PERSONS STANDING AT GROUND LEVEL. TRASH OR RECYCLABLE MATERIALS SHALL BE STORED IN RECEPTACLES.

**8. PARKING AREA LIGHTING.** PARKING AREA LIGHTING SHALL BE LIMITED TO SHIELDED FIXTURES DESIGNED TO DIRECT LIGHT DOWNWARD AND AWAY FROM ADJOINING RESIDENTIAL AREAS AND LIGHT STANDARDS SHALL NOT EXCEED 30 FEET IN HEIGHT.

**9. SITE PLAN LANDSCAPING PLAN. AND SIGN PLAN REQUIREMENTS.** PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, A DETAILED SITE PLAN FOR THE IMPROVEMENTS PROPOSED TO BE CONSTRUCTED SHALL BE SUBMITTED AND APPROVED BY THE TULSA METROPOLITAN PLANNING COMMISSION. PRIOR TO THE OCCUPANCY OF ANY BUILDING, A DETAILED LANDSCAPING PLAN OF THE LOT IN WHICH THE BUILDING IS LOCATED SHALL BE SUBMITTED TO AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION. LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLAN AND A LANDSCAPE ARCHITECT REGISTERED IN THE STATE OF OKLAHOMA SHALL MAKE WRITTEN CERTIFICATION THAT LANDSCAPING HAS BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLAN. SUBSEQUENT TO THE INITIAL INSTALLATION, LANDSCAPING SHALL THEREAFTER BE MAINTAINED AND REPLACED AS NEEDED BY THE OWNER OF THE LOT IN WHICH THE REQUIRED LANDSCAPING IS LOCATED. PRIOR TO THE INSTALLATION OF ANY SIGNAGE, A DETAILED PLAN OF THE SIGN OR SIGNS PROPOSED TO BE INSTALLED SHALL BE SUBMITTED TO AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION. THE DEVELOPMENT AND USE OF WOODLAND VALLEY OFFICE PARK SHALL BE IN COMPLIANCE WITH THE APPROVED SITE PLANS, LANDSCAPE PLANS, AND SIGN PLANS, OR SUCH AMENDMENTS THEREOF AS MAY BE LATER APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSOR.

**C. DEFINITIONS.** IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF TULSA ZONING CODE AS THE SAME EXISTED ON MARCH 7, 1985 OR AS SUBSEQUENTLY AMENDED.

### ***SECTION III. PRIVATE RESTRICTIONS***

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF "WOODLAND VALLEY OFFICE PARK", AND FOR THE PURPOSE OF MAINTAINING CONFORMITY OF THE IMPROVEMENTS THEREIN, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

**A. OWNERS ASSOCIATION.** THE OWNER/DEVELOPER HAS CAUSED TO BE FORMED THE WOODLAND VALLEY OFFICE PARK OWNERS ASSOCIATION, INC. MEMBERSHIP IN THE ASSOCIATION SHALL

BE MANDATORY FOR EACH LOT OWNER IN THE SUBDIVISION. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

**B. ARCHITECTURAL COMMITTEE - PLAN REVIEW.** NO BUILDING, FENCE, WALL, OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. THE ARCHITECTURAL COMMITTEE SHALL REVIEW AND APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION.

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, 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 BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

**C. FLOOR AREA.** THE MAXIMUM AREA OF BUILDING FLOOR AREA FOR EACH LOT SHALL NOT EXCEED .35 OF THE AREA OF THE LOT WITHOUT PRIOR APPROVAL OF THE ARCHITECTURAL COMMITTEE.

**D. BUILDING MATERIALS.** NO METAL BUILDINGS SHALL BE ALLOWED.

**E. FOUNDATIONS.** ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO CONCRETE BLOCKS OR JOINED CONCRETE OR CONCRETE STEMWALLS SHALL BE EXPOSED.

**F. MASONRY.** A MINIMUM OF THIRTY-THREE AND ONE THIRD PERCENT (33-1/3%) COVERAGE OF THE EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL ROCK OR STUCCO, PROVIDED HOWEVER. THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THIS RESTRICTION.

**G. WINDOWS.** ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

**H. ROOF FLASHING.** EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED.

**I. ROOF PITCH.** NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTIONS TO PERMIT A BUILDING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN TWENTY (20%) OF THE AREA COVERED BY ALL ROOF SURFACES.

**J. ROOFING MATERIALS.** ROOFS SHALL BE COMPOSITION SHINGLE ROOF - HERITAGE II OR EQUAL PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF HIS RESTRICTION, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A "WEATHERED WOOD" LOOK.

**K. SIDING.** ALUMINUM AND VINYL SIDING IS PROHIBITED

**L. ON-SITE CONSTRUCTION.** NO EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO OR PLACED ON ANY LOT.

**M. FENCING.** NO FENCING OF INTERIOR LOT LINES OR LOT LINES AROUND THE PERIMETER OF THE SUBDIVISION SHALL BE ALLOWED. HOWEVER THE ARCHITECTURAL MAY, IN THE PARTICULAR INSTANCE, IN WAIVER OF THE FOREGOING RESTRICTIONS.

**N. ANTENNAS.** EXTERIOR TELEVISION "CB" RADIO, OR OTHER TYPE ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICE SHALL BE PERMITTED IF LOCATED AND FENCING IS INSTALLED AND MAINTAINED SUFFICIENT TO SHIELD ITS VIEW FROM ADJACENT LOTS. THE ARCHITECTURAL REVIEW COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTION.

**O. LOT MAINTENANCE.** NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON NA LOT, AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE FROM RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT THE GROWTH OF WEEDS OR TALL GRASS.

**P. RECREATIONAL VEHICLES.** BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW OF THE STREET OR ADJACENT LOT OWNERS.

**Q. MAILBOXES.** AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN WOODLAND VALLEY OFFICE PARK FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO A SPECIFIC PLAN TO BE APPROVED BY THE ARCHITECTURAL COMMITTEE, AND THE LOCATION AND DESIGN SHALL CONFORM TO THE SPECIFICATIONS OF THE UNITED STATES POSTAL SERVICE. THE MAIL-BOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN FROM THE BASE OF THE CURB AND SIX (6) FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO (42) INCHES FROM STREET LEVEL.

**R. NOXIOUS ACTIVITY.** NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO ADJACENT LOT OWNERS

**S. MATERIALS AND STORAGE.** NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS, THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

#### ***SECTION IV. ENFORCEMENT, DURATION 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 TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF TULSA ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE CITY OF TULSA, OKLAHOMA. THE OWNERS OF THE LOTS AND THE OWNERS' ASSOCIATION PROVIDED FOR IN SECTION III. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF TULSA, ANY OWNER OF A LOT OR THE OWNERS' 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. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS AND THE OWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE OWNERS' 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 SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREECH 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 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 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, OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS I 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, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION III, PRIVATE USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY WOODLAND VALLEY OFFICE PARK DURING SUCH PERIOD THAT WOODLAND VALLEY OFFICE PARK IS THE OWNER/DEVELOPER OF AT LEAST 10 LOTS WITHIN WOODLAND VALLEY OFFICE PARK OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY WOODLAND VALLEY OFFICE PARK DURING ITS OWNERSHIP OF AT LEAST TEN (10) LOTS WITHIN WOODLAND VALLEY OFFICE PARK IS THE OWNER/DEVELOPER DURING SUCH PERIOD THAT WOODLAND VALLEY OFFICE PARK OR ALTERNATIVELY THE COVENANTS CONTAINED IN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OF OWNERS OF 75% OF THE LOTS, THE PROVISIONS OF ANY INSTRUMENT EXECUTED BY WOODLAND VALLEY OFFICE PARK SHALL PREVAIL DURING THE TIME OF WOODLAND VALLEY OFFICE PARK OWNERSHIP OF AT LEAST 10 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 THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.