

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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Records of County Clerk

RESTRICTIVE COVENANTS

FOR

TIMBERBROOK IV, a subdivision of a part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section 5, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma.

Filed April 10, 1978
at 4:40 p.m.

KNOW ALL MEN BY THESE PRESENTS:

Whereas STATE FINANCIAL SERVICE CORPORATION, an Oklahoma Corporation, is owner of TIMBERBROOK IV, in the County of Wagoner, State of Oklahoma,

NOW THEREFORE, for the purpose of providing an orderly development of the above-described real estate and in order to provide adequate covenants, conditions and restrictions for the mutual benefit of said STATE FINANCIAL SERVICE CORPORATION, and its successors in title to the subdivisions of said land (hereinafter referred to as lots), STATE FINANCIAL SERVICE CORPORATION hereby imposes the following covenants, restrictions and conditions which shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the above-described property or any part thereof.

SECTION I

RESTRICTIONS

The following restrictions and covenants shall apply to all numbered lots:

A. Incorporation into Declarations. Except to the extent inconsistent herewith, all of TIMBERBROOK IV shall be subject to and bound by all of the provisions, terms, conditions, restrictions, encumbrances, liens and covenants contained in the Declaration dated September 27, 1973, recorded September 28, 1973, in Vol. 424 beginning at Page 427 of the real estate records of Wagoner County, Oklahoma, and all of the lots in and other portions of TIMBERBROOK IV shall be held, transferred, sold, conveyed and occupied subject to the said Declarations.

B. Use of Land. None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no duplex flat or apartment house, although intended for residence purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designated for occupancy by a single family.

C. Architectural Committee. No building shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications therefor, exterior color scheme and materials thereof, plot plan, which plot plan shows the location and facing of such building and any proposed alteration of the natural terrain of the land have been approved in writing by a majority of an Architectural Committee composed of DAVID G. GORDON, JAMES S. COLGAN, WILLIAM M. WALLER and J. P. ARWOOD, or their duly authorized representative, representatives, or successors. In the event of the death or resignation of any member or members 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 said remaining member or members shall have full authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member or members shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required within ten (10) 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. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder

and any such approval, disapproval or failure to approve shall not be considered as a waiver of any requirements of or any restriction in this Certificate of Dedication. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to the improvement within this subdivision which they would otherwise be entitled to maintain. The powers and duties of such committee or its designated representatives shall cease when a house has been constructed on each of the lots of this subdivision or on December 31, 1982. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers as previously exercised by said committee for such period as may be specified in such instrument.

D. Height and Type of Residence. No residence shall be erected, altered, placed or permitted to remain on any lot in said Addition other than one detached single family residence not to exceed two stories in height or a split-level residence and a private attached garage for not less than two cars.

E. Ground Frontage. No lot shall be subdivided without the written consent of the Architectural Committee and any appropriate governmental body.

F. Set-Back Requirements. No building shall be located nearer to the front or rear lot line nor nearer to the side street line than the building line shown on the recorded plat and no building shall be nearer than twenty (20) feet to any side lot line. The Architectural Committee shall have authority to vary the width of the side lot lines.

G. Area. No dwelling shall be constructed or permitted to remain upon any lot in this subdivision which has a finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of such dwelling less than 1,600 square feet, except as provided hereinafter:

(1) Split-Level. If a dwelling has finished heated living areas on two or more levels or stories but such levels or stories are not immediately above and below each other measured vertically, then one of such levels or stories shall contain at least 750 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of said level or story, and the entire dwelling shall contain at least 1,600 square feet of finished heated living area.

(2) Two-Story and Story-and-a-Half. If a dwelling has finished heated living areas on two or more levels or stories, which levels or stories are immediately above and below each other measured vertically, and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 900 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall at the top plate line of the first level or story of such dwelling and shall have at least a total of 1,600 square feet of finished heated living area; provided, however, that the top story or level may have less than 600 square feet of finished heated living area if the first level or story shall have at least 1,200 square feet of finished heated living area measured in a horizontal plane to the face of the outside wall of the first level or story of such dwelling and such dwelling shall have at least a total of 1,600 square feet of finished heated living area.

In the computation of finished heated living area, the same shall not include any basement or attic area used for storage. All dwellings shall have attached garage for at least two automobiles and not more than three automobiles.

H. Building Material Requirements. No residence shall be erected, placed or constructed on any lot in this Addition unless at least 50% of the exterior walls thereof be brick, brick veneer, stone or stone veneer; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the exterior room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. Roofing material shall be Number One Grade 16" Cedar Shingle.

The Architectural Committee shall have the right to change as it sees fit the building material requirements set forth herein.

I. Roof Pitch. No dwelling shall have a roof pitch of less than 5 in 12.

J. Frontage of Residence on Streets. Any residence erected on any of the lots herein shall front or present a good frontage on the streets designated in the plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the plat.

K. Commercial Structures. No building or structure of any sort may ever be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to TIMBER-BROOK, including all phases thereof subject to the Declarations referred to in Paragraph A of Section I hereof.

L. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Committee. Outbuildings shall include any enclosed or covered structure not directly attached to the residence and to which it is appurtenant.

M. Livestock and Poultry Prohibited. No animals, livestock, or poultry 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 they are not kept, bred or maintained for commercial purposes.

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

O. Billboards Prohibited. The construction or maintenance of billboards, or advertising boards or structures on any lot is specifically prohibited, except that billboards advertising sale or rental of such property are permitted, provided they do not exceed 9 square feet in size.

P. Existing Structure. No existing, erected building or structure of any sort may be moved onto or placed on any of the above-described lots.

Q. Temporary Structure. No trailer, basement, tent, shack, garage, barn, or other outbuilding other than a guest house and servants' quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporary or permanently, nor shall any structure of a temporary character be used for human habitation.

R. Fences and Driveways. No fences, enclosure or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building set-back line

applicable and in effect as to each lot; provided, however, that it is not the intention of this paragraph to exclude the use of evergreens or other shrubbery to landscape front yard. Moreover, no automobile, truck, trailer, tent or temporary structures of any nature whatsoever, shall ever be parked, located or otherwise maintained on any lot, provided that it is not the intention of this paragraph to exclude the temporary parking of passenger automobiles on any portion of the garage driveway. Driveways shall be a minimum of 16 feet wide and parking pads are to be a minimum of 18 feet wide. Driveway and parking pad material shall be 2,500 pound concrete a minimum of 4 inches thick.

S. Construction and Promotion Activity. Upon application by any builder in the subdivision, the Architectural Committee is hereby authorized to approve temporary uses that would not otherwise be allowed by Section I of these Restrictions. Said exceptions shall only be authorized after a finding that proposed temporary use shall be for the benefit of the future residents of the subdivision. The decision of the Architectural Committee shall be final and binding upon all property owners.

T. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of the lots hereby restricted, and with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon; but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his, or their seisin of title to said land, and STATE FINANCIAL SERVICE CORPORATION, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failures of STATE FINANCIAL SERVICE CORPORATION, its successors or assigns, or any owner or owners of any lot or lots in this subdivision to enforce any of the restrictions herein set forth at the time of its violation shall, in no event be deemed to be a waiver of the right to do so thereafter. STATE FINANCIAL SERVICE CORPORATION may, by appropriate agreement made expressly for that purpose, assign or convey to any person or corporation all of the rights, reservations, and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way or manner as though directly reserved by them or it in this instrument.

U. Duration. These restrictions shall be deemed covenants running with the land and shall remain in full force and effect for twenty (20) years, and shall automatically be continued thereafter for successive periods of ten (10) years each, unless terminated or cancelled as hereinafter provided.

V. Separability. 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, but they shall remain in full force and effect.

Except only for the authority contained in "R" above, the provisions of Section I may be amended, modified, changed, or cancelled only by a written instrument signed and acknowledged by the owner or owners of more than 90% of the lots to which they apply, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

SECTION II

COMMON AREA

STATE FINANCIAL SERVICE CORPORATION, in recording the plats of TIMBERBROOK I, II, III and IV has designated Reserves A, B, C, and D as common area intended for use by the property owners in TIMBERBROOK HOMEOWNERS ASSOCIATION for recreation and other related activities.

Reserves A, B, C, and D are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the property owners in TIMBERBROOK I, II, III and IV as more fully provided in a separate Declaration of Covenants, Conditions and Restrictions applicable to said subdivisions dated the 27th day of September, 1973, and recorded September 28, 1973 in Vol. 424 beginning at Page 427 of the real estate records of Wagoner County, Oklahoma. Said Declaration of Covenants, Conditions and Restrictions is hereby incorporated and made a part of this plat.

IN WITNESS WHEREOF, Representatives of STATE FINANCIAL SERVICE CORPORATION, an Oklahoma Corporation, have caused their names to be affixed, this 13th day of January, 1978.



STATE FINANCIAL SERVICE CORPORATION
An Oklahoma Corporation

Helen R. Smith
Helen R. Smith, Assistant Secretary

J. P. Arwood
J. P. Arwood, President

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 13th day of January, 1978, by J. P. Arwood, President of STATE FINANCIAL SERVICE CORPORATION, an Oklahoma Corporation, on behalf of the corporation.

Judith M. Gatson
Notary Public

My Commission expires March 23, 1981

