

# Southern Pointe Three Covenants

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## SECTION II

### DEVELOPMENT AND CONSTRUCTION STANDARDS

1. The owners and developers of Southern Pointe Three shall be responsible for the maintenance of the Reserve Area "A" and "B" until the establishment of the Southern Pointe Homeowners Association. Membership in the Association, once established, shall be mandatory to each lot owner in Southern Pointe Three, but only after the initial occupancy of a home built on a lot, or two years after the initial conveyance from the OWNERS and developers to a lot buyer or whichever occurs first. The Association shall be formed and function according to the terms of the Articles of Incorporation and the By-Laws. Notice of the effective date of formal establishment of the Association shall be filed at the office of the County Clerk, Tulsa County, Oklahoma, and indexed to the plat of Southern Pointe Three. Members of Southern Pointe Homeowners Association shall establish the dues of the Association. They will be no more than the minimum amount necessary to maintain the Reserve Areas of interest to the membership, and to conduct the business of the Association.

2. Architectural Committee:

(A) An architectural committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. E. A. Schermerhorn and Greg D. Breedlove shall be the designated Architectural Committee. Each of them may appoint a single additional member. At a point mutually agreeable to the Southern Pointe Homeowners Association and the developers, a duly elected Architectural Committee shall be formed consisting of members of the Association.

(B) No building shall be erected, placed, or altered on any lot in this subdivision until the building plans and specifications therefore, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of E. A. Schermerhorn and Greg D. Breedlove or their duly authorized representative, or successors. 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 said remaining member or members shall have authority to fill any vacancy or vacancies created by death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) 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'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 its proposed building or structure, the materials of

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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 or disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision which they would otherwise be entitled to maintain. The powers and duties of the committee or its designated representatives described in his covenant shall thereafter exercise the same powers as previously exercised by this committee.

3. All lots shall be single family residential lots only. Single story homes shall have minimum of 2,400 square feet of living area. One and one-half (1 ½) or two (2) story homes shall have no less than 2,600 square feet of living area; however, they shall have a minimum of 1,500 square feet of living area on the first floor. This provision for one and one-half and two story homes may be modified with written approval of the Architectural Committee.

4. In the event the architectural style of the home necessitates exposed concrete stem wall, no more than 8 inches of the stem wall shall be visible. Additionally, whatever portion is exposed shall be painted so that it matches the material adjacent to it. Landscaping shall be positioned along exposed concrete stem wall areas to minimize its visibility. No concrete blocks shall be exposed.

5. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and attached. Carports are not permitted. Glass in garage doors shall be clear glass only and shall not be sectionalized by cross-hatching with aluminum, wood, or other materials.

6. No pre-existing or off-site built residence may be moved onto any lot.

7. No out building, retaining wall or other permanent structure or improvement shall be built without prior written approval of the Architectural Committee. It shall be built on-site.

8. Fences:

- (A) No Fencing shall extend beyond the front building line of any residence.
- (B) 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 each end corner.
- (C) Fences other than wood, brick, natural stone, stucco, or iron, must be approved by the Architectural Committee. Chain link, barbed wire mesh, other metal fencing, or vinyl fencing shall not be permitted.

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- (D) Fence height shall not exceed 6 feet in height. Exceptions due to the slope of lots that promote visual harmony and functionality may be approved upon written request and with written approval of the Architectural Committee.
9. Fences or other obstructions shall not impair the flow of storm or surface water across a lot.
10. Each lot shall be finish graded so that it will drain in an unobstructed manner, and resist erosion onto adjacent lot (s).
11. Roofing materials used in all residences in Southern Pointe III shall be heavy duty architectural (laminated) composition shingles with a minimum 30 year rating in “weathered wood” color only. Any exceptions shall require written approval from the Southern Pointe Architectural Committee. No roof material is to be laid on top of an existing roofing material.
12. A minimum of 50% exterior masonry coverage of vertical exterior walls (excluding windows and doors) shall be required (brick, natural rock or stucco). The Architectural Committee may approve upon written request an exception to this provision.
13. Satellite Dishes or Similar Outside Electronic Devices
- (A) Satellite dishes or similar outside electronic devices (“OED”)with a twenty-one (21) inch or smaller diameter shall be permitted, provided it is attached to the rear or side-rear of the residence, the top of the device does not exceed the height of the roof peaks, and it is not readily visible.
- (B) OEDs shall not be installed on the front or side of any residence and shall not be visible from the street.
- (C) In addition, no residence shall be permitted to install more than two (2) OEDs with a twenty-one (21) inch or smaller diameter at any given time.
- (D) Exterior television, “CB” Radio or other type antennas, or similar outside electronic reception devices shall be prohibited.
- (E) The Architectural Committee may, in a particular instance and upon written request, approve a waiver of the listed restrictions if reception or aesthetic reasons exist. Any such waiver must be approved in writing and signed by the President of Southern Pointe Homeowners’ Association.
14. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished (no mill finish).
15. Boats, trailers, campers, inoperative vehicles and other large vehicles or equipment shall not be stored on any lot for a period exceeding 24 hours if it is within view from the street or of adjacent lot owners.

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16. No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot. Garbage and trash cans shall be concealed from view. Underground garbage and trash storing devices are not permitted.
17. So long as a rural type mailbox is in use in Southern Pointe Third by the United States Postal Services, all mailbox pedestals in Southern Pointe Third shall conform in design to that specific plan approved by the Architectural Committee and adopted by the Southern Pointe Third Homeowners Association. The mailbox shall be positioned so that the front face is approximately 6 inches in from the face of the curb and 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 bottom of the mailbox shall be 38 inches from the street level.
18. No residence shall be built nearer than five (5) feet to any side lot.
19. Residences shall have a roof pitch at least 9/12 over 75 percent of the total roof area. Roof pitch less than 5/12 is not permitted without specific written approval of the Architectural committee.
20. These restrictive covenants, together with the other documents incorporated by reference shall be construed as a whole. The captions herein contained or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or otherwise give maximum effect to the intent of the undersigned. This failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time or from time to time, shall not be deemed to be a waiver of relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in Southern Pointe Third, and the overall appearance of Southern Pointe Third subdivision, The Architectural Committee shall be responsible for interpreting these covenants or deciding the standard to be used in the event a covenant becomes invalid or unenforceable. A decision properly rendered according to the By-Laws of the Southern Pointe Third Homeowners Association shall then become a fully enforceable part of these restrictive covenants.
21. Any sign visible to the public may only be displayed on a temporary basis. A sign shall be limited in size to no more than five (5) square feet. This covenant includes signs advertising the property for sale, rent or lease.
22. Above ground swimming pools are prohibited. Outside installed hot tubs and spas may be allowed, but only upon written request to and approval by the Southern Pointe Architectural Committee.
23. Lot Maintenance. Each lot shall be maintained in a neat and orderly condition, free of rubbish, trash, and other debris, and shall be cut, trimmed or mowed to prevent growth of weeds

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or tall grass. If the Officers of the Southern Pointe Homeowners' Association or the Architectural Committee determine that an infraction of the section has occurred, the lot owner shall be given written notice of the infraction, and shall be allowed fifteen (15) days to correct the infraction. Failure to correct the infraction will result in the Homeowners' Association taking corrective action to bring the lot in compliance with this section. The expense of the corrections, including late charges and interest on the unpaid balance, shall be charged to the lot owner. Failure to pay these expenses may result in the filing of a lien against the lot.

### SECTION V

#### ENFORCEMENT, DURATION, AND SEVERABILITY

##### A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding on the owners, their successors and assigns and all parties claiming under them. If the undersigned owners, or their successors or assigns, shall violate any of the covenants herein, it shall be lawful for any persons owning any lot situated within the subdivision and/or the City of Tulsa to maintain any action at law or in equity against covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

##### B. Duration:

These covenants shall remain in full force and effect unless they are terminated or amended at any time by the owners of more than 60% of the lots within Southern Pointe III. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

These covenants may be amended from time to time by a 60% vote of the lot owners (one vote per lot) within Southern Pointe III or as otherwise provided by law.

##### C. Severability:

Invalidation of any restrictions set forth herein, or any part thereof, by an order, judgement, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof set forth herein, which shall remain in full force and effect.