

AspenPark Homeowner's Association Restrictive Covenants

<http://aspenpark.org/ap/apharescov.htm>

OWNER'S CERTIFICATE OF DEDICATION, EASEMENT GRANT AND BILL OF ASSURANCE

ASPEN PARK

KNOW ALL MEN BY THESE PRESENTS:

THAT SOUTHLAND DEVELOPMENTS, INC., an Oklahoma Corporation, is the Owner of the following described tract of land located in Tulsa County, Oklahoma, to-wit: thereof, containing 38.9526 acres, more or less.

AND that the above OWNER has caused the same to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "ASPEN PARK", an Addition to the City of Broken Arrow, Tulsa County, Oklahoma.

The above owner hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated and hereby relinquishes any and all rights of all vehicular ingress and agrees from any property of properties lying adjacent to South Aspen Avenue within the bounds designated as limits of "NO-ACCESS" as shown on the attached plat.

The undersigned OWNERS further dedicate to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, communication lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipments for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress or egress to and upon said easements and rights-of-way for the uses and purposes of aforesaid, together with similar rights in each and all of the streets shown on said plat. The maintenance of the adjacent "drainageways" in those lots that have drainage easements shall be the sole responsibility of the owners of those lots in which the drainage easements exist. If the lot owner fails to maintain the drainageway, then the City of Broken Arrow, or its authorized contractor shall have the right to perform the maintenance and charge the lot owner for said maintenance. This charge shall become a lien on the lot if not paid. No improvements whatsoever,

including fences, shall be erected in those drainage easements.

In connection with the installation of underground electric, natural gas and communication service, all of the lots are subject to the following provisions, to-wit:

- a. Overhead pole lines for the supply of electric and communication services may be located along the East, North and South boundaries of said Addition. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition, all supply lines shall be located underground in the easement-ways reserved for general utility services, and streets shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.
- b. Except to residences on lots described in paragraph (a) above which may be served from overhead electric and communication service lines, underground service cables and gas service lines to all houses may be located on all lots in said Addition, may run from the nearest service pedestal, transformer or gas main to the point of usage determined by the location and construction of such houses as may be located upon each said lot; provided that upon the installation of such a service cable and/or service line to a particular house the supplier of electricity, communication and gas service shall therefore be deemed to have definitive, permanent, effective and exclusive right-of-way easement on said lot covering the five-foot strip extending from the service pedestal, transformer or gas main to the service entrance on said house.
- c. The supplier of electric, communication and gas service, through its proper agents shall at all times have the right of access into and upon all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, or removing or replacing any portion of said underground electric, communication and gas facilities so installed by it.
- d. The owner of each lot shall be responsible for the protection of the underground electric, communication and gas facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, communication or gas facilities. The Companies will be responsible for ordinary maintenance of underground electric, communication and gas facilities, but the owner will pay for damage or

relocation of such facilities caused or necessitated by the act of the owner, his agents or contractors.

- e. The foregoing covenants concerning underground electric, communication and gas facilities shall be enforceable by the supplier of electric, communication and gas service and the owner of each lot agrees to be bound hereby.

PROVIDED, HOWEVER, that the undersigned owners hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for said construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown therein, both for the purpose of furnishing water and/or sewer service to the area included in said plat and/or other areas.

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate covenants for the mutual benefit of itself and its successors in title to the subdivisions of said tract, hereinafter referred to as lots, the above owner does hereby impose the following restrictions and reservations to which it shall be incumbent upon their successors and assigns to adhere, to-wit:

1. LOT 1, BLOCK 8, shall be used by the "CLAYTON BAPTIST CHURCH", its successors or assigns for church related buildings or activities. If this tract is sold for residential purposes, then construction will conform to the "ASPEN PARK" building restriction.
2. All lots in the addition, except LOT 1, BLOCK 8, shall be used for single family residential purposes only. Mobile homes or manufactured housing are not permitted in this addition.
3. No building or fence shall be located on any lot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, nor nearer than any easement line shown on the plat.
4. Construction of new buildings only shall be permitted. It being the intent of this covenant to prohibit moving of any existing building onto a lot and remodeling same into a dwelling unit in this subdivision.
5. No dwelling shall be erected or placed on any lot having a width or square foot area less than that shown on the recorded plat.
6. No fence shall be installed on the front portion of

any lot in the addition between the front lot line and the building set back line, and no fence on any residential lot shall be more than six (6) feet in height.

7. Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammable or explosive cargo may be kept in this subdivision at any time.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
9. No structure of a temporary character, trailer, mobile home, manufactured housing, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently.
10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertizing the property for sale or rent, or signs used by builders to advertize property during the construction and sale period.
11. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and no structure of a permanent nature may be placed therein.
12. No oil drilling, oil development, or oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitetd upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted upon any lot.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanity containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
15. No fence, wall, hedge or shrub planing which

obstructs sight lines at elevations between 2 and 6 feet above the ground or roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the interaction of the street property lines extended.

16. No individual water supply system or sewage disposal system shall be permitted on any lot, except individual wells may be used for lawn or garden watering. Such wells must not be connected to public water lines or house service lines in any manner.
17. All houses, garages, and buildings of any kind must have a roof covering of 320 lbs (minimum) composition shingle (no white permitted), wood shingles, cedar shakes or built-up roof with gravel covering. No other kind or type of roofing will be permitted.
18. All residences shall have a two (2) car attached garage and a single story residence shall have a minimum of 2,000 square feet of living area, two story residences shall have a minimum of 2,200 square feet of living area exclusive of garage, porch and patio areas.
19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
20. Enforcements shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
21. Invalidation of any one of these covenants by judgements or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.