



Tulsa County Clerk - Michael Willis

Doc # 2017023359 Page(s): 4

03/16/2017 03:41:54 PM

Receipt # 17-14717

Fee: \$ 19.00

**FIRST AMENDMENT OF  
DEED OF DEDICATION AND RESTRICTIVE COVENANTS  
FOR  
SOUTHERN TRAILS ESTATES**

THIS FIRST AMENDMENT OF DEED OF DEDICATION AND RESTRICTIVE COVENANTS FOR SOUTHERN TRAILS ESTATES (this "**Amendment**") is made this 25<sup>th</sup> day of February 2017, by **SOUTHERN TRAILS ESTATES, LLC**, an Oklahoma limited liability company ("**Owner/Developer**").

WHEREAS, building and use restrictions applicable to the lots within the subdivision commonly known as Southern Trails Estates and more particularly described as follows:

Southern Trails Estates, a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof (which is Plat No. 6060),

have heretofore been established by instrument entitled "Deed of Dedication and Restrictive Covenants" for Southern Trails Estates, dated October 9, 2006, and recorded December 5, 2006 as Document No. 2006137847 in the records of the County Clerk of Tulsa County, Oklahoma (hereafter referred to as the "**Declaration**") and,

WHEREAS, Owner/Developer desires to amend the terms of Section III, Private Restrictions and Covenants, in order to facilitate the orderly development and upkeep of Southern Trails Estates, and,

WHEREAS, the Declaration, within Subsection C of Section V thereof, made provision for amendment of covenants by a written instrument from the Owner/Developer of Southern Trails Estates so long as the Owner/Developer is the record owner of at least one (1) lot in Southern Trails Estates, with the instrument amending covenants taking effect from the date it is properly recorded,

THEREFORE, the Owner/Developer, as owner of at least one (1) lot in Southern Trails Estates, amends the Declaration as follows:

1. Subsection K, Screening of Ground Mounted Equipment, of Section III, Private Restrictions and Covenants, is amended to read as follows:

"On each lot, HVAC units, generators, solar heating equipment, pool equipment, and other such ground mounted equipment shall be screened from all streets and any adjacent lots with sufficient landscaping or fencing. If a lot owner uses landscaping for screening, the lot owner must plant and maintain landscaping with adequate foliage to provide screening year-round."

2. Subsection L, Roof, of Section III, Private Restrictions and Covenants is amended to read as follows:

“Residences shall have a roof pitch of at least 7/12. Porches or covered patios may have a 4/12 pitch. A roof pitch of less than 4/12 is not permitted. A waiver may be granted, upon written request to the Architectural Committee, to recognize significant architectural styles.

1. Roof Material. Roofs shall be organic or inorganic composition shingles with a 30 year or greater rating, and the color shall be ‘weathered wood’. The Architectural Committee may approve, upon written request only, exceptions to the roof material. Approval may be granted when deemed appropriate by the Committee to recognize historical architectural styles or significant physical characteristics of a house plan or building.
2. Roof Mounted Equipment. Roof mounted equipment, including mechanical, air conditioning, and solar equipment, will not be allowed. This provision shall not include satellite dishes.
3. Rooftop Protrusions. Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted brown to match the roof.”

3. Subsection T, Upkeep, of Section III, Private Restrictions and Covenants, is amended to read as follows:

“All structures, landscaping, trees and improvements on each lot shall be maintained in good condition and in good repair at all times. All trees on each lot must be maintained in good health and newly planted trees on each lot must be properly watered and fertilized until such new trees grow to maturity. Trees that are not in good health on each lot must be replaced by the property owner of the lot with new trees that meet the minimum tree requirements set forth herein.”

4. Subsection AA, Minimum Trees, of Section III, Private Restrictions and Covenants, is amended to read as follows:

“Within ninety (90) days of substantial completion of construction, the property owners/builder of each lot, shall plant and maintain two (2) trees in the front yard and one (1) tree in the rear yard. The trees must (i) be at least three inch (3”) caliper thickness/diameter (measured six (6) inches from the base of the tree), and (ii) be at

least eight feet (8') tall when planted. One (1) of the two (2) trees in the front yard may be of a decorative/ornamental variety, and the size and height requirements listed above do not apply to such tree. Only such decorative/ornamental tree may also be planted in the landscape beds adjacent to the house located on the lot."

*[Signature page and Acknowledgment are on the next page.]*

IN WITNESS WHEREOF, Owner/Developer has executed this instrument to be effective upon the proper recording in the office of the County Clerk of Tulsa County, Oklahoma.

“Owner/Developer”

**SOUTHERN TRAILS ESTATES, LLC,**  
an Oklahoma limited liability company

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By: [Signature]  
R. Brandon Perkins, Manager

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA    )  
  ) ss  
COUNTY OF TULSA     )

This instrument was acknowledged before me on this 7<sup>th</sup> day of March, 2017, by R. Brandon Perkins, as Manager of Southern Trails Estates, LLC, an Oklahoma limited liability company.

[Signature]  
Notary Public

My Commission Expires: 1/15/20  
My Commission number: 16000496

(SEAL):

