

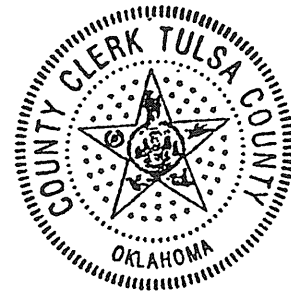


DECLARATION OF  
BUILDING AND USE RESTRICTIONS  
AND EASEMENTS  
BRISTOL PONDS

This Declaration of Building and Use Restrictions and Easements is executed this 3<sup>rd</sup> day of January, 2006, by Breeze Petroleum, L.L.C., an Oklahoma limited liability company (hereinafter referred to as the "Owner/Developer") and Signature Properties, L.L.C., an Oklahoma limited liability company ("Signature").

WHEREAS, the Owner/Developer is the owner of:

Lots 2 through 4, Block 1;  
Lots 1 through 15, Block 2;  
Lots 1 through 10, Block 3;  
Lots 1 through 6, Block 4;  
Lots 1 through 13, Block 5;  
Lots 1 through 9, Block 6;  
Lots 1 through 7, Block 7; and  
Reserves A through O;  
all in Bristol Ponds, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat (No. 5917) thereof;  
and



Signature is the owner of:

Lot 1, Block ~~1~~<sup>2</sup>, Bristol Ponds, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat (No. 5917) thereof;

comprising all of the lots and reserve areas within the subdivision, the above described lots being hereinafter referred to individually as a "Lot" or collectively as the "Lots", and the subdivision within which the Lots are located being hereinafter referred to as "Bristol Ponds" or the "Subdivision", and the recorded plat being hereinafter referred to as the "Plat". The term "Lot" or "Lots" shall also refer to any portion of Reserves D or O hereafter used for single family residential purposes, and if Reserve O is further subdivided by lot split or replatting, "Lot" shall refer to each single family residential lot thereby created.

WHEREAS, the Owner/Developer and Signature desire to establish restrictions for the purpose of providing for the orderly development of the Lots and conformity and compatibility of improvements thereon.

THEREFORE, the Owner/Developer and Signature hereby impose the following restrictions, covenants and easements which shall be applicable to the Lots and shall be covenants running with the land, and shall be binding upon the Owner/Developer, and Signature, and their respective successors and assigns, and shall be enforceable as hereinafter set forth.

Section I. Architectural Committee - Plan Review

- A. Plan Review. No building or portion thereof, roof, fence, wall, heating or air conditioning unit, exterior or landscape lighting, exterior painting, exterior antennae, free standing mailbox, swimming pool, hot tub, landscaping, paving or any other exterior improvement shall be erected, placed or altered on any Lot 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 site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within fifteen (15) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. In the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.
- B. Committee Purpose. 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 constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. 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. Transfer of Duties. The powers and duties of the Architectural Committee shall, on

January 1, 2011, be deemed transferred to the homeowners' association provided for in Section V. (the "Homeowners' Association") , or upon written assignment to the Homeowners' Association by the Owner/Developer, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Homeowners' Association.

Section II. Development Concepts, Siting Requirement, and Privacy Walls.

The concept of Bristol Ponds is a residential community of detached single family residences on individual lots with the location of the residences configured to provide a courtyard and privacy walls within the lot and to provide privacy and to achieve a useful aggregate of yard space. The courtyard of a Lot is planned for location on the side of the dwelling nearest the 10 foot side lot building line as depicted upon the Plat. The Mandatory Building Line Wall of the dwelling in the adjoining Lot is intended to serve as a privacy wall for the courtyard. In order to implement the concept, the following siting and construction requirements are established:

- A. Separation of Dwellings. All dwellings shall be separated a distance of not less than 10 feet.
- B. Mandatory Building Line. Within each of the Lots except Lots 2 and 15, Block 2; Lots 7 and 8, Block 3; Lots 1 and 3, Block 4; Lots 1 and 10, Block 5; Lot 7, Block 6; and Lot 1, Block 7, a particular side lot line has been established as a mandatory building line (the "Mandatory Building Line") depicted upon the Plat with the symbol  $\blacktriangle$ . The Mandatory Building Line of any Lot subsequently established within Reserves D or O shall be designated in an instrument recorded with the Tulsa County Clerk at or prior to the conveyance of such Lot by the Owner/Developer.

Within each Lot with a Mandatory Building Line, the dwelling shall be constructed and maintained with an exterior building wall adjacent to, parallel to, and extending along the Mandatory Building Line a distance of not less than 35 feet (the "Mandatory Building Line Wall"), and prior to occupancy of the dwelling there shall be constructed and maintained along the remaining length of the Mandatory Building Line between the rear lot line and the Connecting Front Privacy Wall, described below, a ~~simple solid~~ wooden, or a masonry, privacy fence six (6) feet in height (the "Mandatory Building Line Privacy Fence"). It is intended that the configuration of the Mandatory Building Line Wall and Mandatory Building Line Privacy Fence shall provide privacy to the adjoining dwelling, and the Architectural Committee may, in the particular instance and upon determining that the intended privacy can otherwise be achieved, permit the exterior building walls of the dwelling most nearly parallel to, and nearest to, the Mandatory Building Line to be located off of the Mandatory Building Line, and in such event may identify any of such walls as a Mandatory Building Line Wall subject to the standards set forth in paragraph C. below.

- C. Standards For Mandatory Building Line Walls. Mandatory Building Line Walls shall not be penetrated by any building features, including but not limited to doors, windows, or vents, and no exterior lighting fixtures shall be attached to such building wall. Guttering shall be affixed to the entire length of the Mandatory Building Line Wall. It is intended that the standards for Mandatory Building Line Walls shall provide privacy to the adjoining dwelling, and the Architectural Committee may, in the particular instance and upon determining that the intended privacy is achieved, approve a waiver of the foregoing standards, including, but not limited to, permitting windows, doors and other building penetrations within that portion of the first story of the dwelling lying within 20 feet of the front building line of the Lot and located outside the enclosed area of the courtyard of the adjoining dwelling.
- D. Courtyard Easement.
1. Establishment of Easement. The Owner/Developer and Signature hereby establish and grant a perpetual, non-exclusive easement of use and enjoyment (hereinafter referred to as a "Courtyard Easement") upon each Lot within which the Architectural Committee permits the location of the Mandatory Building Line Wall off of the Mandatory Building Line, over and across the area between the as-built location of the Mandatory Building Line Wall and the Mandatory Building Line, extending from the Connecting Front Privacy Wall to the point of intersection of the Mandatory Building Line Wall and the rear building wall of the dwelling, for the benefit of the owner of the adjoining Lot for use as a part of the courtyard of the adjoining Lot.
  2. Rights and Limitations. The use of the Courtyard Easement by the owner of the neighboring, benefitted lot (hereinafter referred to as the "Benefitted Lot") shall be limited to the uses customarily made of residential yards and may include but shall not be limited to landscaping, lighting, patio floors and the placement and use of customary lawn and yard furniture, but shall exclude buildings or any structure that would materially interfere with the owner of the burdened lot (hereinafter referred to as the "Burdened Lot") from time to time entering the easement area for the purposes of maintenance of the dwelling and/or the Mandatory Building Line Privacy Fence located within the Burdened Lot. Right to use the Courtyard Easement shall be appurtenant to the Benefitted Lot. The Courtyard Easement area shall not be utilized by the owner of the Burdened Lot for air conditioning, meters or other mechanical equipment, for expansion of the dwelling within the Burdened Lot, for privacy fencing, or for any other use that would interfere with the use and enjoyment of the Courtyard Easement by the owner of the Benefitted Lot.
  3. Indemnity. The owner of the Benefitted Lot shall indemnify and hold the

owner of the Burdened Lot harmless from all claims, and all costs, expenses and liabilities (including attorney's fees) related thereto, arising from or in connection with the use and enjoyment of the Courtyard Easement by the owner of the Benefitted Lot, his tenants and invitees, including but without limitation, accident, injury or loss upon or about the Courtyard Easement suffered by the owner of the Benefitted Lot, his tenants and invitees.

4. Additional Documentation. Upon written request of the owner of the Benefitted Lot, the owner of the Burdened Lot will execute a recordable document establishing the definitive location of the Courtyard Easement, the legal description of the same to be furnished at the expense of the owner of the Benefitted Lot.
- E. Rear Courtyard Fence. In the event a courtyard includes a part of the yard of the adjoining Lot by virtue of a Courtyard Easement, upon completion of a dwelling within the Burdened Lot and a dwelling within the Benefitted Lot, the owner of the Benefitted Lot shall construct and maintain a fence (the "Rear Courtyard Fence") six (6) feet in height extending perpendicular to and from the side building wall of the dwelling within the Benefitted Lot nearest to the Mandatory Building Line within the Burdened Lot to the point of intersection of the Mandatory Building Line Wall and the rear building wall of the dwelling within the Burdened Lot. The Rear Courtyard Fence shall be constructed of wood or masonry.
- F. Connecting Front Privacy Wall. Upon completion of a dwelling within a Lot ("Lot A") and a dwelling within the Lot adjoining Lot A's Mandatory Building Line ("Lot B"), the owner of Lot B shall construct and maintain a privacy fence (hereinafter referred to as a "Connecting Front Privacy Fence") six (6) feet in height and extending perpendicular to and from the side building wall of the dwelling within Lot B nearest the Mandatory Building Line within Lot A to the nearest side building wall of the dwelling within Lot A. The Connecting Front Privacy Fence shall be located no closer to the street than the front building line of Lot A or B, whichever is farther from the street, and no farther than 20 feet from the front building line of Lot A, shall be aligned with existing fences on adjoining lots where possible, and shall be constructed of wood, or of masonry matching or compatible with the masonry of the front building wall of the dwelling within Lot B. The Connecting Front Privacy Fence shall contain a gate thirty-six (36) inches in width to provide access to the owner of Lot B to his courtyard and to the owner of Lot A for maintenance of his Mandatory Building Line Wall. Where a side lot line of a Lot is not a Mandatory Building Line for that Lot or an adjoining Lot, the owner of the Lot shall construct and maintain a Connecting Front Privacy Fence extending perpendicular to and from the side building wall of the dwelling within the Lot nearest to the side lot line which is not a Mandatory Building Line to the side yard screening fence within the Lot, and the standards above set forth for location and construction of the Connecting Front

Privacy Fence shall apply. It is intended that the Connecting Front Privacy Fence will screen the view of the side and rear yards of the Lot and provide privacy to the dwellings, and the Architectural Committee may, in the particular instance and upon determining that the intended screening and privacy is achieved, approve a waiver of the foregoing restrictions.

G. Other Fences.

1. Side Yard Screening Fence Where No Mandatory Building Line/Perimeter Fence Adjoins. Before the occupancy of a dwelling within the Lot, where a side lot line does not also serve as either Mandatory Building Line for the adjoining Lot, or the perimeter of the Subdivision, the owner of the Lot shall construct a wooden or masonry side yard screening fence six (6) feet in height. Within the east side yard of Lot 1, Block 1, Lot 10, Block 3, and Lot 1, Block 6, no fencing other than the perimeter fence of the Subdivision maintained by the Homeowners' Association shall be permitted.
2. Rear Yard Fencing. Before the occupancy of a dwelling within the Lot, the owner of the Lot shall construct a rear yard fence as follows:
 

Within Lots 1 through 4, Block 1; Lot 1, and Lots 4 through 8, Block 2; Lots 5 through 8, and Lots 11 through 13, Block 5; and Lots 4 through 7, Block 7; the rear yard fence shall be 4 ft in height, composed of black chain link and round rail;

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within the rear yard of Lots 1 through 5, and 8 through 10, Block 3, no fencing other than the perimeter fence of the Subdivision maintained by the Homeowners' Association shall be permitted;

within Lots 2 and 3, and Lots 9 through 15, Block 2; Lots 6 and 7, Block 3; Lots 1 through 6, Block 4; and Lots 1 through 4, and Lots 9 and 10, Block 5; the rear yard fence shall be a 6 ft. wood fence;

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within Lots 1 through 8, Block 6, and Lots 1 through 3, Block 7, the rear yard fence shall be a wood fence with a minimum height of 6 ft. and a maximum height of 8 ft., provided however that the Architectural Committee may, in the particular instance, waive the rear yard fence requirement or restrictions with respect to these Lots.
4. Temporary Privacy Fencing. Upon approval of the Architectural Committee, the owner of the Lot within which a dwelling has been constructed may construct a wooden fence six (6) feet in height extending along the Mandatory Building Line of the adjoining Lot should there be no dwelling

constructed within the adjoining Lot. The owner shall remove the temporary privacy fence when the Mandatory Building Line Wall and Mandatory Building Line Privacy Fence is constructed upon the adjoining Lot.

### Section III. Building and Use Restrictions

- A. Use. The use of the Lots shall be limited to use for detached single family residences and purposes.
- B. Floor Area. A single story residence within a Lot shall have a minimum of 1,500 square feet of living area. A two story residence within a Lot shall have a minimum of 1,700 square feet of living area, the first floor of which shall have a minimum of 1,400 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces, courtyards and breezeways.
- C. Exterior Veneer. Exterior veneer of building walls facing the street, excluding windows and doors, shall be constructed entirely of masonry (brick, stone or stucco). All stem walls within a dwelling shall be covered by masonry. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.
- D. Chimneys. All fireplace chimneys on building walls facing the street shall have an exterior veneer of masonry (brick, stone or stucco). All chimney covers shall be painted, provided however that painting of exposed copper shall not be required.
- E. Garages. An attached garage providing space for a minimum of two automobiles shall be provided on each Lot. Garages shall be enclosed and carports are prohibited. Garage doors shall not contain windows or glass. The Architectural Committee may in the particular instance and upon written request, approve garage doors constructed of stamped metal with wood trim.
- F. Windows. Windows within exterior walls shall be vinyl- or metal-clad wood frame construction.
- G. Roof Flashing, Vent Pipes, and Guttering. Exposed roof flashing, vent pipes, guttering and down spouts shall be painted, provided however, painting of exposed copper shall not be required.
- H. Roof Pitch. No dwelling shall have a roof pitch of less than 6/12. Gable or hip roofs at the front elevation of the dwelling shall have a pitch of not less than 12/12. The Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

- I. Roofing Materials. Roofing shall be architectural 30 year shingles, weathered wood color, provided however, in the event that such roofing should hereafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Committee that the proposed alternative is of comparable quality and of a design, color and appearance which is compatible with the roofing first above described.
- J. On-site Construction. No residence built off-site shall be moved or placed onto any Lot. No pre-constructed or manufactured buildings, new or used, of any kind, may be placed upon any Lot.
- K. Outbuildings/Temporary Structures. Outbuildings and portable storage units are prohibited. No trailer, tent, garage, barn or any structure of a temporary nature shall at any time be used for human habitation.
- L. Swimming Pools. Above ground swimming pools are prohibited. In ground swimming pools, hot tubs or spas must be approved in advance by the Architectural Committee.
- M. Antennas. Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited, except satellite dishes not exceeding 18" in diameter may be affixed to a rear building wall or dormer if below the eave, or ground mounted within a rear yard if not exceeding 6' in height, and in each instance the satellite dish shall not be visible from the street view of the dwelling, and the location must be approved by the Architectural Committee. In no event shall a satellite dish be permitted along the Mandatory Building Line.
- N. Lot Maintenance. No inoperative vehicle or machinery shall be stored on any Lot and 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 or tall grass.
- O. Recreational Vehicles. Boats, trailers, campers and other recreational vehicular equipment shall not be stored on any Lot except within an enclosed garage.
- P. Clotheslines and Garbage Receptacles. Exposed clothesline poles or other outside drying apparatus are prohibited, and no exposed garbage can, trash can or any trash burning apparatus or structure shall be placed on any Lot.
- Q. Mailboxes. All mailboxes and mailbox pedestals shall conform in design to a specific plan adopted by the Architectural Committee, and the location and design shall further conform to the specifications of the U.S. Postal Service.



- R. Animals. No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that a combined total of two dogs, cats or other household pets may be kept provided that they are not used for commercial purposes.
- S. 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 the neighborhood.
- T. Signage. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 9 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.
- U. 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.
- V. Irrigation of Yards. Prior to the occupancy of a dwelling, the owner of the Lot shall install an automatic sprinkler system that irrigates the entire yard and all landscaping upon the Lot.
- W. Landscaping of Yards. Prior to occupancy of the dwelling within a Lot, the owner of the Lot shall 1) sod the entire Lot, except any paved portions thereof and except that portion of the Lot that is burdened by a Courtyard Easement, 2) plant within the Lot a minimum of two (2) trees, each being a minimum of 2" caliper, and 3) install within the Lot other plantings at a cost, excluding the cost of labor, of not less than \$1,000.00 based upon average nursery prices in 2005 dollars.
- X. On-Street Parking. Except as permitted by the rules and regulations established by the Homeowners' Association with respect to parking during occasional events within the Subdivision, and except as to guest parking as set forth in paragraph Y. below, no on-street parking will be allowed within the Subdivision.
- Y. Guest Parking. All guests and invitees of residents of the Subdivision shall park either within the driveway of the dwelling of the host or within the areas designated as guest parking by the Owner/Developer or the Homeowners' Association, as the case may be. No owner of a Lot shall park, store or keep any vehicle within any area designated as guest parking.
- Z. Vehicle Repair. No major repair or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle shall be conducted upon a Lot, or upon a Reserve area within the Subdivision, including garage spaces, except for emergency repairs, and then only

to the extent necessary to enable movement of the vehicle to a proper repair facility

- AA. Exterior Lighting. Exterior lighting within each Lot, whether freestanding or affixed to a building, shall be limited to shielded fixtures, designed to direct lighting downward and away from adjoining Lots, provided however, flood lighting which is ground mounted and directed toward the dwelling shall be permitted.

#### Section IV. Maintenance Easement

- A. Easement Grant. For the purposes of construction, maintenance and repair, as more particularly hereinafter set forth, a perpetual easement (the "Maintenance Easement") is hereby granted and established on over and across each Lot (the "Burdened Lot") which is adjoining a Lot (the "Benefitted Lot") within which Benefitted Lot, buildings, walls and fences may be constructed extending to the Mandatory Building Line which forms the common boundary of the Benefitted Lot and the Burdened Lot.
- B. Easement Limitations and Restrictions. A Maintenance Easement shall include the following rights and obligations and shall be subject to the following limitations and restrictions:
1. The Maintenance Easement shall be three feet in width and extend the full length of the Mandatory Building Line (the "Easement Area").
  2. The owner of the Benefitted Lot shall have the right and easement to enter the Easement Area to the extent reasonably necessary to construct, maintain, and repair buildings, walls and fences adjacent to the Easement Area, provided however, the use of the Easement Area shall be exercised in a manner to minimize interference with the owner of the Burdened Lot's use and enjoyment of the Easement Area and shall be preceded by reasonable notice.
  3. The Maintenance Easement shall include the right and easement to construct, maintain and repair building, wall, and fence footings extending into the Easement Area, provided however such footings shall be located underground and shall not extend more than eighteen (18) inches into the Easement Area.
  4. The Maintenance Easement shall include the right and easement to construct, maintain and repair the eave, soffit and guttering of the dwelling roof extending into the Easement Area, provided however the eave, soffit and guttering shall not extend more than twelve (12) inches into the Easement Area.

5. The Maintenance Easement shall include the right and easement to construct, maintain and repair rain guttering extending into the Easement Area, provided however any down spout shall be affixed to the dwelling wall and the discharge therefrom shall be taken underground to a street abutting the Burdened Lot.
  6. No building or other improvements shall be constructed, erected or maintained within the Easement Area or other activity undertaken by the owner of the Burdened Lot which would materially interfere with reasonable and effective access by the owner of the Benefitted Lot, provided however, nothing herein shall prohibit patios and landscaping or in-ground spas or pools located at a distance of at least eighteen inches from the Mandatory Building Line which forms the common boundary of the Benefitted Lot and the Burdened Lot. The owner of the Burdened Lot shall take no action which would impair the structural integrity of the Mandatory Building Wall or Mandatory Building Line Privacy Wall which form the common boundary of the Benefitted Lot and the Burdened Lot.
  7. The Maintenance Easement shall be subordinate to the Courtyard Easement provided for under Section II, paragraph D. above.
- C. Indemnity. The owner of the Benefitted Lot shall indemnify the owner of the Burdened Lot for damage to the Easement Area arising from the use of the Easement Area by the owner of the Benefitted Lot and shall hold the owner of the Burdened Lot harmless from any damage or injury suffered by the owner of the Benefitted Lot arising from the use of the Easement Area by the owner of the Benefitted Lot. The owner of the Burdened Lot shall indemnify the owner of the Benefitted Lot for damage to the Mandatory Building Wall or Mandatory Building Line Privacy Wall arising from the use of the Easement Area by the owner of the Burdened Lot.

#### Section V. Homeowners' Association

- A. Formation of Homeowners' Association. The Owner/Developer has formed or shall cause to be formed an association of the owners of the Residential Lots which shall be named Bristol Ponds Homeowners' Association, Inc. (the "Homeowners' Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of the Lots.
- B. Membership. Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association, and membership shall be appurtenant to and may not be separated from the ownership of a Lot. The

acceptance of a deed to a Lot shall constitute acceptance of membership to the Homeowners' Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

- C. Covenant for Assessments. The Owner/Developer and Signature and each subsequent owner of a Lot, by acceptance of a deed thereto, is deemed to covenant and agree to pay to the Homeowners' Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer. An assessment shall be a lien on the Lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.
- D. Enforcement Rights of the Homeowners' Association. Without limitation of such other powers and rights as the Homeowners' Association may have, the Homeowners' Association shall be deemed a beneficiary, to the same extent as a Lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a Lot owner.

#### Section VI. Exterior Yard Easement.

The Owner/Developer and Signature hereby establish a perpetual easement upon the Exterior Yard of each Lot, reserved for subsequent assignment and conveyance to the Homeowner's Association, for purposes of mowing the grassed portion of the Exterior Yard of the Lot. The Exterior Yard shall be mowed sufficiently often to maintain a neat and orderly appearance. The term "Exterior Yard" shall mean the portion of the Lot adjoining Reserve A (Private Street) not occupied by the dwelling or enclosed by fencing.

#### Section VII. Assignability of Rights of the Owner/Developer.

The rights of the Owner/Developer herein established shall inure to the Owner/Developer's successors or assigns if the Owner/Developer conveys to a third party more than one Lot, with the result that the Owner/Developer no longer owns a Lot, and the Owner/Developer expressly assigns such rights to the grantee in a recorded deed or other recorded document.

#### Section VIII. Enforcement, Duration, Amendment and Severability.

- A. Enforcement. The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, Signature, and their successors and assigns and shall inure to the benefit of and shall be enforceable by the owners of the Lots and by the Homeowners' Association. If the undersigned Owner/Developer or Signature, or their respective successors or assigns, shall violate any of the covenants or restrictions above set forth, it shall be lawful for any person or persons owning any Lot or for the Homeowners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenants,

to prevent him or them from so doing or to compel compliance with the covenant and/or to recover damages. Prior to the commencement of any action pertaining to these restrictions, the person intending to commence the action shall give the record owner of the property on which the violation is occurring, or has occurred, written notice of the violation. In the event reasonable efforts to cure the violation are commenced within thirty (30) days from receipt of notice, no judicial action shall be commenced to enforce the restrictions so long as the efforts to cure the violation diligently proceed to completion. In any judicial action brought to enforce the covenants or restrictions, the defense that the party initiating the equitable proceeding has an adequate remedy at law is hereby waived. In any judicial action brought by the Homeowners' Association or any Lot owner, which action seeks to enforce the covenants or restrictions, and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

- B. Duration. These covenants and restrictions set forth within this Declaration, 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 Declaration, unless terminated or amended as hereinafter provided.
- C. Amendment. The covenants and restrictions within this Declaration may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least one (1) Lot or alternatively, the covenants and restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the Lots. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer (during its ownership of at least one (1) Lot) and any amendment properly executed by the owners of sixty percent (60%) of the Lots, the instrument executed by the Owner/Developer shall prevail during the time of the Owner/Developer's ownership of at least one (1) Lot. The provisions of any instrument amending or terminating covenants and restrictions 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.

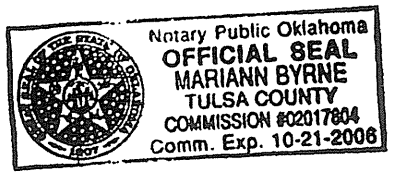
Executed as of the day and year first above written.



STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

This instrument was acknowledged before me on this 3rd day of January, 2006, by Dean Nunnaley, as Manager of Signature Properties, L.L.C., an Oklahoma limited liability company.

Mariann Byrne  
Notary Public



My commission expires: 10-21-2006  
My commission number is 02017804