



AMENDMENT OF
DECLARATION OF BUILDING AND USE RESTRICTIONS AND EASEMENTS
BRISTOL PONDS

This Amendment of Declaration of Building and Use Restrictions and Easements, Bristol Ponds, is made this 8th day of February, 2007, by Signature Properties, L.L.C., an Oklahoma limited liability company ("Signature").

WHEREAS, Breeze Petroleum, L.L.C., an Oklahoma limited liability company ("Breeze"), as Owner/Developer thereof, caused certain property in the City of Broken Arrow, Tulsa County, Oklahoma to be platted as Bristol Ponds, a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma according to the recorded plat (#5917) thereof, ("Bristol Ponds") filed in the records of the Clerk of Tulsa County, Oklahoma on November 2, 2005.

WHEREAS, by means of an instrument entitled "Declaration of Building and Use Restrictions and Easements, Bristol Ponds", recorded on January 3, 2006 in the records of the Clerk of Tulsa County, Oklahoma, Document # 2006000419 (the "Declaration"), Breeze, as Owner/Developer, established certain building and use restrictions pertaining to the properties in Bristol Ponds.

WHEREAS, Breeze no longer owns any lots or reserves within Bristol Ponds, having conveyed the majority of said lots, including Lot 1, Block 1, and all of said reserves, to Signature.

WHEREAS, the Declaration reserves certain rights to Breeze as the Owner/Developer of Bristol Ponds and further provides, in Section VII, that if Breeze conveys to a third party more than one lot in the subdivision with the result that Breeze no longer owns a lot, the grantee will succeed to the rights of the Owner/Developer if Breeze expressly assigns such rights in a recorded document.

WHEREAS, Breeze has assigned the rights reserved to Owner/Developer in the Declaration to Signature.

WHEREAS, the Declaration provides, in Section VIII paragraph C., that it may be amended at any time by a written instrument signed and acknowledged by the owners of at least 60% of the Lots.

WHEREAS, Signature is the owner of Lot 1, Block 1, Bristol Ponds ("Lot 1, Block 1") and is the owner of more than 60% of the Lots in Bristol Ponds.

WHEREAS, by inadvertence, Breeze omitted Lot 1, Block 1 from the definition of the term "Lots" within the Declaration, and Signature desires to amend the Declaration to include Lot 1, Block 1 within the definition of "Lots" in the Declaration and to make Lot 1, Block 1 subject to the covenants therein contained.

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WHEREAS, Signature desires further to amend the Declaration to provide for additional building and use restrictions.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the Declaration is hereby amended as follows:

1. The definition of "Lot" and "Lots" contained in the Declaration is amended to include Lot 1, Block 1, and Lot 1, Block 1 shall be held, sold and conveyed subject to the covenants, restrictions and easements set forth in the Declaration, which shall be covenants running with the land, shall be binding on all persons having any right, title or interest in Lot 1, Block 1, their heirs, successors and assigns, and shall inure to the benefit of each owner of a Lot within Bristol Ponds, their heirs, successors, and assigns.
2. Section II, Building and Use Restrictions, paragraph N. Lot Maintenance, is amended to read as follows:
 - N. Lot Maintenance. No inoperative vehicle or machinery shall be stored, placed or parked on any street within the Subdivision or on any Lot. 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.
3. Section II, Building and Use Restrictions, paragraph O. Recreational Vehicles, is amended to read as follows:
 - O. Recreational Vehicles and Equipment. No boats, trailers, personal water craft, campers, motor homes or other recreational vehicular equipment shall be stored, placed or parked on any street within the Subdivision or any Lot, except within an enclosed garage.
4. Section II, Building and Use Restrictions, is amended to add the following paragraph:
 - BB. Nonrecreational Trailers, Machinery and Equipment. No nonrecreational trailers, machinery or equipment shall be stored, placed or parked on any street within the Subdivision or on any Lot, except within an enclosed garage; provided however, nothing herein shall prohibit the parking of vehicles, machinery and equipment when being utilized in connection with services pertaining to a residence in the Subdivision.
 - CC. Play Equipment. No jungle gyms, swing sets, basketball goals, trampolines, or large play equipment or playhouses exceeding 6 ft. in height, shall be

