

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT NOTTINGHAM L.L.C., hereinafter referred to as the "Owner", is the Owner of the following described land:

A tract of land lying in the S/2 NE/4, Section 29, Township 18 North, Range 14 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, City of Broken Arrow, Tulsa County, State of Oklahoma, more particularly described as follows:

Beginning at the Northeast corner of said S/2 NE/4; thence S01°17'58"E along the East line thereof a distance of 1322.08 feet to the Southeast corner of said S/2 NE/4; thence S88°34'44"W along the South line thereof a distance of 1473.46 feet to a point; thence N01°26'50"W a distance of 181.41 feet to a point; thence N88°33'10"E a distance of 20.08 feet to a point; thence N01°26'50"W a distance of 126.89 feet to a point; thence N26°53'36"W a distance of 237.36 feet to a point; thence N12°27'33"W a distance of 204.24 feet to a point; thence N73°02'43"E a distance of 0.00 feet to a point of curve; thence along said curve to the right, said curve having a radius of 440 feet, a central angle of 1°19'56" a distance of 10.23 feet to a point; thence N15°37'21"W a distance of 60.00 feet to a point; thence N74°22'39"E a distance of 0.00 feet to a point of curve; thence along said curve to the right, said curve having a radius of 500 feet, a central angle of 6°48'54", a distance of 59.47 feet to a point; thence N01°26'50"W a distance of 123.44 feet to a point; thence N08°59'44"E a distance of 107.19 feet to a point; thence N33°38'16"E a distance of 122.74 feet to a point; thence N46°31'01"E a distance of 97.43 feet to a point; thence N14°43'01"W a distance of 135.49 feet to a point on the North line of said S/2 NE/4; thence N88°33'10"E along said North line a distance of 1412.96 feet to the point of Beginning, containing 45.5426 Acres, more or less.

And has cause the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as NOTTINGHAM BLOCKS 1 THRU 9, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I

DECLARATION

A. Declaration. The Owner hereby declares that the property hereinafter defined shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, uses and obligations, all of which are declared and agreed to be for the benefit of persons acquiring interests therein, shall be deemed to run with the land and shall be a benefit and a burden to any persons acquiring an interest in the property, their grantees, successors, heirs, legal representatives and assigns.

SECTION II

PURPOSE AND PROPERTY AFFECTED

A. General Purpose. This declaration is established to provide that the property shall be developed and maintained as a single-family residential area of the highest possible quality, value, desirability and attractiveness.

B. Property Affected. The property referred to herein which is hereby made subject to the provisions of this declaration is described on the plat as attached hereto.

SECTION III

DEFINITIONS

A. Architectural Control Committee. Architectural control committee shall mean the architectural control committee appointed as provided in Section VII of this declaration.

B. Association. Association shall mean the Nottingham Property Owners Association, Inc., an Oklahoma non-profit corporation.

C. Board. Board shall mean the Board of Directors of The Association.

D. Change In The Existing State Of Property. Change in the existing state of property shall mean and include, without limitation: (A) any change or alteration of the construction, installation, alteration or expansion of any temporary or permanent building, structure or other improvement, including but not limited

to utility facilities, fencing or recreational equipment; (B) the destruction by voluntary action or the abandonment of any building, structure or other improvement; (C) the excavation, filling or similar disturbance of the surface of the land; (D) the landscaping or planting of trees, shrubs, lawns or plants, including but not limited to vegetable or flower gardens in excess of 200 square feet in area, or the clearing (other than removal of dead trees or shrubs), marring, defacing or damaging of trees or shrubs; (E) any change or alteration, including without limitation any change of color (other than those colors approved from time to time by the applicable standards of the architectural control committee), texture or exterior appearance, of any previously approved change in the existing state of property; and (F) any change or alteration of the color (other than those colors approved from time to time by the applicable standards of the architectural control committee) of awnings, shutters or similar exterior items visible from another lot or lots, common areas or the private streets, gates, gatehouse and landscape areas.

E. Common Areas. Common areas shall mean all real property in which the Association now or hereafter owns an interest for the common use and enjoyment of its members.

F. Compliance Expenditures. Compliance expenditures shall mean all costs and expenses, including but not limited to reasonable attorneys fees, incurred by the Association (or Owner prior to its transfer of the performance and enforcement of the responsibilities under this declaration to the Association) in order to cause compliance by any owner with the provisions hereof or any standards of the architectural control committee in effect.

G. Declaration. Declaration shall mean this declaration of covenants, conditions and restrictions of Nottingham.

H. Lot. Lot shall mean any parcel of the property shown on the plat and identified therein as a lot or site, excluding that portion, if any, of such lot which is shown on the plat as being a portion of the common areas or street as shown on the plat.

I. Member. A member shall mean any person or entity holding membership in the Association.

J. Owner. Owner shall mean the party or parties who own fee simple title to a lot or own that estate or interest with respect to a lot, which is most nearly equivalent to fee simple title.

K. Property. Property shall mean the real property referred to in Section 2B above.

L. Reserve. Reserve area shall mean the area in which the private street (alleyway) and landscape medians lie, and park, as shown on the plat.

SECTION IV

RESTRICTIONS ON USE OF THE PROPERTY

A. Limitation on improvements. No lot shall be improved except with a residential structure designed to accommodate no more than a single-family, its servants and occasional guests, plus other improvements and structures as are necessary or customarily incident to a single-family residence, all as approved by the architectural control committee. No permanent outdoor recreational improvements, facilities or equipment shall be permitted except with the specific written consent of the architectural control committee, which consent shall not be granted unless the architectural infringement of the use and occupancy of other lots.

B. Use and Maintenance of Reserve Areas.

1. Reserve "A" shall be limited to use for landscape and open areas, swimming pool and other recreational facilities and shall be maintained by the Association.

2. Reserves "B", "C", "D", "E", and "F", shall be limited to use for landscape and open areas and shall be maintained by the Association.

3. Reserve "G" shall be limited to use for landscape and entrance improvement (small building) and shall be maintained by the Association.

4. Reserves "H", "I", "J" and "K" shall be limited to use for sidewalks to be built by Owner and shall be maintained by the Association. If the Association fails to properly maintain the sidewalks, the City of Broken Arrow may perform said maintenance and the Association shall pay the costs of said maintenance. In the event the Association fails to pay the costs of said maintenance within thirty (30) days after completion of said maintenance, said cost shall be equally divided by the number of lots within the subdivision and said prorated cost shall be a lien against the lots which may be foreclosed by the City of Broken Arrow.

5. Reserves "L" and "M" are reserved for the underground and overland flow of storm water run-off. No fences or other obstructions hindering the flow of storm water run-off will be permitted in these reserves. Maintenance of these reserves will be by the Association. Enforcement of these conditions will be by the City of Broken Arrow.

C. Alleys serving Blocks 7 and 8.

1. The alleys serving Blocks 7 and 8 are reserved for the private use of Lot Owners within a particular Block. In addition to use of the alleys by the Lot Owners, use of the alleys by vehicles of law enforcement departments, fire department, health emergency departments, refuse department, delivery services, utility companies, the City of Broken Arrow Maintenance Departments and wrecker service will be permitted in performance of their duties.

2. The Owners of Lots in Block 7 will be responsible for maintenance of the alley serving Block 7. The Owners of Lots in

Block 8 will be responsible for maintenance of the alley serving Block 8. The cost for the maintenance shall be prorated equally for all Lot Owners in a particular Block.

3. In the event a Lot Owner should fail to pay his share of the prorated cost and upon a 51% vote of the remaining Lot Owners in the particular Block, said prorated cost shall be a lien against his lot, which may be foreclosed.

4. Parking of vehicles, boats and mobile homes will not be permitted in alleys. The alleys shall be free of obstructions at all times.

D. Traffic Signs.

1. Signage at Reserves "A", "B", and "C":

a. In order to promote safe vehicular traffic on that portion of West South Park Blvd., in the vicinity of Reserves "A", "B" & "C", the developer, at its expense, shall have installed traffic signs as required by the City of Broken Arrow. Enforcement of "No Parking" signs around Reserve "A" to be by the Home Owners Association or the City of Broken Arrow.

b. Maintenance of these signs will be by the Association. In the event the Association should fail to adequately and properly maintain said signs, the City of Broken Arrow may perform said maintenance and the Association shall pay the costs of said maintenance. In the event said Association fails to pay the costs of said maintenance within thirty (30) days after completion of said maintenance, said cost shall be equally divided by the number of lots within the subdivision and said prorated cost shall be a lien against the lots which may be foreclosed by the City of Broken Arrow.

2. Signage of Alleys:

a. Traffic signs where the alleys enter or exit the public streets will be installed by the Developer, at its expense, as required by the City of Broken Arrow.

b. The Owners of Lots in Block 7 will be responsible for maintenance of the signs adjacent to the alley serving this Block. The Owners of Lots in Block 8 will be responsible for maintenance of the signs adjacent to the alley serving this Block. Cost for maintenance shall be prorated equally for all Lot Owners in a particular Block.

c. In the event the Owners should fail to adequately and properly maintain said signs, the City of Broken Arrow may perform said maintenance and the Lot Owners shall pay the costs of said maintenance. In the event said Lot Owners fail to pay the

costs of said maintenance within thirty (30) days after completion of said maintenance, said cost shall be equally divided by the number of lots within the Block on which the maintenance performed and said prorated cost shall be a lien against the lots which may be foreclosed by the City of Broken Arrow.

3. Signage Requirements:

a. All signs shall meet the requirements of the Broken Arrow Sign Regulations.

E. Excavations. No excavation shall be made except in connection with (A) improvements approved as herein provided, and (B) Owner's development of the property. Upon completion of such construction, exposed openings shall be backfilled and disturbed ground shall be graded and landscaped.

F. Sight Lines. All sight lines shall conform to all City code and City ordinances, including the following: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet (2'-6') above the 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 a point twenty-five (25') from the intersection of the street lines (or in the case of a rounded property corner, from the intersection of the street lines extended past the corner), unless written approval of the architectural control committee is obtained. The same sight line restrictions shall apply to any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained to a sufficient height to avoid obstruction of such sight lines.

G. Motor Vehicles. No motor vehicles of any type, other than construction or maintenance vehicles authorized by the Association, shall be operated on any of the reserve areas. No vehicle shall be permitted to park in any reserve area longer than is needed to perform necessary work.

H. Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous or offensive activity or loud music shall be carried on or permitted, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

I. Maintenance of Drainage Channels and Swales. Each lot owner shall maintain, mow, and keep in good repair and condition any drainage channels and swales located on any lot owned by such owner, in accordance with the master drainage plan in effect from time to time.

J. Model Homes and Real Estate Offices. All else herein

Notwithstanding, any lot owned by Owner or persons so authorized by Owner may be used for a model home or real estate office until residences have been constructed on all lots.

K. Occupancy of Residential Structures. No residential structures on any lot shall be used or occupied by more than a single family, its servants and occasional guests.

L. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any lot and no clotheslines or similar devices shall be allowed. No machinery shall be placed or operated upon any lot, except such machinery as is usual in the maintenance of a private residence, yard or garden.

M. Dumping Trash Prohibited. No garbage, trash or other refuse shall be dumped in any common areas or into any lake or body of water on the property.

N. Entrance Treatments; Walls. The Owner hereby reserves the right and easement, in its sole discretion and at its own expense, to construct or install (whether before or after transfer of title to owners) entrance treatments, landscape, fences and/or walls, of the Owner's own choice, type and design, at the entry of the development. The Association is hereby granted a perpetual, nonexclusive easement to enter upon any lot on which there is situated an entrance treatment, landscape, fence or wall installed or erected by Owner and to maintain, improve, repair and/or replace the same.

O. No business, commercial uses or business activity shall be conducted from any home.

P. Drainage. No owner shall do any work, construct any improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the lots or common areas as established in connection with the approval of the final plat maps applicable to the property, except to the extent such alteration in drainage pattern is approved in writing by the architectural control committee, the board, or any public authorities having jurisdiction.

Q. Requirement to Plant Lawn and Trees, Shrubs, or Bushes. As required by the standards adopted from time to time by the architectural control committee pursuant to Section VII, hereof, each lot owner shall submit to the architectural control committee a landscape plan (see landscape section of the architectural guidelines) for such committee's approval, in accordance with the provisions of Section VII hereof, which plan shall include planting a lawn and perennial shrubs, bushes or trees on such lot and shall further include all areas between public sidewalks and the paved streets. Such landscaping shall be installed not later than the next planting season following the initial construction of a residence on such lot.

R. Maintenance of Landscaping. Each owner of each lot shall maintain the landscaping upon his or her lot or lots in good

condition. Each owner shall diligently maintain, cultivate, husband, protect and preserve the shrubs, trees and lawn upon the lot of the owner, including, but without limitation: removal of dead branches, dead trees and brush, lawn mowing and performance of other tasks calculated to remove or eliminate material which constitutes or creates a fire hazard or unsightly appearance. Where required by the architectural control committee, vegetable and other gardens shall be screened so as not to be visible from any other lot, or the common areas. All approvals made by the architectural committee shall conform to all City code and City ordinances.

S. Lot Splits, Antennas, Trailers and Campers. Except for the division of lots by Owner prior to sale by Owner, no lot shall be split, divided or subdivided for sale, resale, gift, and transfer or otherwise. No facilities constructed or caused to be constructed by Lot Owners, including poles and wires, for the transmission or generation of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any lot, and no external or outside antennas or satellite dishes of any kind shall be allowed. No activity shall be conducted on any lot, which interferes with television or radio reception on any other lot. No boats, boat trailers, house trailers, campers, motor homes, panel trucks, camper trailers, recreational vehicles or similar items shall be stored or parked in the open on any lots, streets or common areas.

T. Rights of City of Broken Arrow. Reserve areas and landscape area, as shown on the plat, have been designated as the common areas and are to be conveyed to the Association at a later date. Following such conveyance, the Association shall be responsible for the maintenance and upkeep of the common areas. In the event that Owner or the Association, their successors or assigns, shall fail at any time to maintain the common areas, the city of Broken Arrow may serve a written notice of delinquency upon Owner or the Association, setting forth the manner in which Owner or the Association has failed to fulfill their obligations. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which Owner or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the city of Broken Arrow, in order to preserve the taxable value of the lots within the property and to prevent the common areas from becoming a nuisance, may enter upon said common areas and perform the obligations listed in the notice of delinquency. All costs incurred by the city of Broken Arrow in carrying out the obligations of the Owner or the Association may be assessed against the common areas in the same manner as provided by law for such assessments and if Owner or the Association, their successors or assigns, upon receipt of said notice of delinquency believe that the obligations described in said notice are not proper for any reason, either of them may, within the 20-day period to be provided in said notice, apply for a hearing before the board of city

commissioners of the city of Broken Arrow to appeal said assessments and any further proceedings under said notice of delinquency shall be suspended pending the outcome of any proceedings with respect to such appeal.

U. Animals. No birds, reptiles, animals or insects shall be kept or maintained on any lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the property without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any lot. Dogs and other animals shall be kept confined at all times to the residence site and must be kept on a leash when outside the residence site and on the common areas. No dog runs or similar facilities will be allowed. All animals referred to in this paragraph shall be kept inside the homes at night and owners shall control emitted noises (e.g. barking, howling, etc.) at all times to provide quiet enjoyment for all owners.

V. Signs. Owner may erect such signs as it deems appropriate without any approval but otherwise, no sign or other advertising device of any nature shall be placed upon any lot or common area, except real estate for sale signs approved by the architectural control committee as to aesthetics. The Association may remove nonconforming signs upon three (3) days notice to the owner, such removal to be at the cost of said owner. All signs shall conform to City code and City ordinances.

W. Mobile Homes and Prefabricated Buildings. No building, trailer, mobile home, prefabricated house, garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any lot.

X. No storage, trash, lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot or on the common areas, except that building materials may be stored on a lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made, at such place on the lot so as to provide access to persons making such pickup. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The architectural control committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same. Furthermore, the board may require all owners to utilize one single trash service contractor in order to arrange service on specific days with a minimum number of trucks,

thereby preserving the streets, and to establish conformity. The cost of such service shall be paid by the Association to the trash service contractor and shall be paid to the Association by each owner as an addition to the annual assessments provided for in Section IX hereof

Y. Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground.

Z. No Mining or Drilling. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

SECTION V

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements:

1. The undersigned OWNER does hereby dedicate for public use all of the streets as shown on the accompanying plat.

2. The undersigned OWNER does hereby dedicate for public use the easements and rights-of-way shown on the accompanying plat for the several purposes of constructing, maintaining, operating or repairing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or rights-of-way as shown.

4. All Reserve Areas and Alleys shown on the accompanying Plat may be used for the several purposes of constructing, maintaining, operating and repairing any and all public utilities as listed in Paragraph 2 above.

5. The foregoing covenants concerning streets and easements shall be enforceable by the city of Broken Arrow, and the owner of each lot agrees to be bound hereby.

B. Underground Electric and Communication Service:

1. Overhead lines for the supply of electric and communication service may be located along the East and South perimeters. Elsewhere throughout the subdivision, all supply lines shall be located underground in the easement-ways reserved for general utility services and in the street rights-of-way shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement-ways. Street light poles or standards may be served by underground cable.

2. Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each lot; PROVIDED, that upon the installation of such a service cable to a particular structure, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a five (5) foot strip extending transformer to the service entrance on the structure.

3. The supplier of electric or communication service, through its proper agents and employees, shall at all times have right of access to all such easements shown on the plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric or communication facilities or installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric or communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the electric or communication facilities, but the owner of a lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

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

C. Water and Sewer Services:

1. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.

2. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner at the owner's expense.

3. The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or agents or contractors of the owner.

4. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on the plat, or provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.

5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.

6. The foregoing covenants concerning water and sewer easements and services shall be enforceable by the City of Broken Arrow and the owner of each lot agrees to be bound hereby.

D. Paving and Landscaping Within Easements:

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION VI

SURFACE DRAINAGE AND LIMITS OF NO ACCESS

A. Surface Drainage:

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the city of Broken Arrow, Oklahoma.

B. Limits of No Access:

The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Olive Avenue, Lots in Blocks 1 and 2 adjacent to West South Park Boulevard, Lots in Block 7 adjacent to South Tamarack Avenue, West Twin Oaks Street and West South Park Boulevard, and Lots in Block 8 adjacent to South Tamarack Avenue, West Roanoke Street, South Palm Avenue and West Southpark Boulevard, within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

SECTION VII

COVENANTS AND RESTRICTIONS

WHEREAS, the Owner desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns.

Therefore, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns:

A. Architectural Control Committee - Plan Review:

1. No building, fence or wall shall be erected, or placed and altered on any lot in this subdivision until the building plans (floor plans and elevations) and specifications, drainage and grading plans, landscape plans, exterior color scheme and material thereof, and plat plan, which plot plan shows the location and facing of such building have been approved in writing by a majority of an Architectural control committee composed of Greg Allen, Jeff Allen and Jeff Donnell or their duly authorized representatives 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 schemes, material 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 the 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 Control Committee fails to approve or disapprove any such plans specifications, color scheme, materials and plot plans submitted to it as herein required within thirty (30) days after such submission, or in the event a 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.

2. The Architectural Control 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 Control 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, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Control 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.

3. The powers and duties of the committee or its designated rep- representatives shall cease on the first day of January 2004, or when 90% of the lots have been closed, whichever occurs first. Thereafter the property owner's Association hereafter provided for shall exercise the powers and duties of the committee.

B. Setback Regulations:

1. All setbacks shall be as depicted on the subdivision plat.

C. Floor Area of Dwellings:

1. Single Story: a single story dwelling shall have at least 2,500 square feet of finished heated living area.

2. Two story and story and a half. If a dwelling has two levels or stories immediately above and below each other and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have a total of the various levels, or stories of at least 2,700 square feet of finished heated living area, with no less than 1,500 square feet on the first or ground level floor.

3. Computation of living area: The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least seven feet six inches (7'6") in height, except that in the compassion of second or upper story living area, the height shall be seven feet six inches (7'6") for at least one-half of the required living area, and any area of less than five feet (5') in height shall be excluded.

D. Building Height:

1. Maximum building height shall be thirty-five feet (35') with such measurement being made from the finished grade of the first (above ground) floor.

E. Building Material Requirements:

1. Stem Walls: All exposed foundation or stem walls shall be of brick or stone or stucco (masonry material). No concrete blocks, poured concrete or any other foundation will be exposed, including stem walls.

2. Roofing: The roof of the dwelling erected on any lot shall be composition (asphalt) roof, Heritage II, 25 year, weathered wood or equal (to be approved by the Architectural Control Committee). A minimum of 9/12 pitch for roof systems on single story and two story dwellings shall be used, except over porches and patios where a minimum of 4/12 will be permitted.

3. Exterior Walls. The first story exterior walls of the dwelling erected on any lot shall be of at least 100% masonry; provided however, that the area of all windows and doors located in said exterior walls and the area adjacent to patios and under porches shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. Fireplaces on the front of a home shall be masonry.

4. Windows. All dwellings with windows other than wood will be either anodized or electrostatically painted. Metal window frames will be in color harmony with the exterior color and texture of the residence. No unpainted aluminum will be permitted for window framing. Wood frames will be painted, sealed or stained.

5. Siding. No steel, aluminum or plastic siding shall be permitted on any building.

6. Chimneys. All chimneys on the front of the house or facing a road shall be brick, stone or stucco. All chimney caps shall be rectangular in design and shall be black or a dark earth tone color.

7. Mail Boxes. All mailboxes visible from the street shall be cast aluminum or cast iron and shall be of filigree design, selected by the Architectural Control Committee.

8. Waiver. The Architectural Control Committee may waive, in a particular instance, the building material requirements set out in this subsection; provided, such waiver to be effective must be in writing, dated and signed by a majority of such committee.

F. Garages:

1. All garages must be attached to the house and shall be at least a two-car garage.

2. All alleyway garages must be to the rear of the house with entry being on the side or rear of the garage. All garages will have access from the alleyways only. No driveways or other accesses will be permitted from the road in front or side of the house.

G. Existing Building:

1. No existing erected building of any sort may be moved on to or placed on any lot.

H. Temporary Structures and Outbuildings:

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation temporarily or permanently.

2. Except for buildings existing at the time of filing of this plat, any building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling, and shall not be erected until the specifications and design thereof are approved by the Architectural Control Committee.

I. Sales Office and Model Homes:

1. All sales offices and model homes shall conform to all City building codes and City ordinances.

J. Signs:

1. Owner may erect such signs as permitted by City code and City ordinances.

K. Vehicle Storage and Parking:

1. No inoperative vehicle shall be stored on any lot except with an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side, front or rear yard.

L. Landscaping Requirements:

1. Each lot owner shall completely sod the front and side yard(s), except for those lots located with alleyways, which will require sod for the entire yard.

2. Each lot owner shall have at least two (2) trees of three inch (3") caliper or larger within the front yard area. No tree shall be closer than eight (8) feet to a public sidewalk.

3. Each lot owner shall plant the equivalent worth of \$1,000.00 in landscaping materials (trees, shrubs, bushes, ground cover, etc.) exclusive of sodding and two trees required above. A landscaping plan shall be submitted to the Architectural Control Committee for approval prior to planting.

M. Fences or Walls:

1. All fence requirements shall meet City code including the following:

A. No fence shall be erected or maintained nearer to the streets within the subdivision than the building setback lines depicted on the plat, except for decorative fences set forth in paragraph (2) immediately below.

B. Decorative fences or walls shall be permitted on that portion of any lot in front of the building setback line. Decorative fencing or walls shall not exceed three feet (3') in height and shall

be of the same decor, materials and styling as used in the architecture and construction of the dwelling situated on the lot. All fence plans must be submitted to the Architectural Control Committee for approval prior to any construction of the fence.

C. Building materials for fences shall be of wood, wrought iron or similar material, brick, stone or masonry or such material that may be approved by the Architectural Control Committee.

D. The maximum height of any fence constructed on any lot shall not exceed six feet (6').

E. In no event shall any chain link or wire fence be permitted on any lot.

F. No fence or wall shall be erected on any lot until the plans, specifications and design thereof have been approved by the Architectural Control Committee. The Architectural Control Committee may waive in a particular instance the requirements or limitations set forth in the paragraphs above.

G. All fencing running parallel to the alleyways shall be set-back three feet (3') from the curb.

H. All fences shall be constructed with the finished side of the fence being to the outside. No wood post and railing to be exposed to the outside.

SECTION VIII

AMENDMENTS

Owner reserves the right in its sole discretion and without joinder of any Owner at any time so long as it is Owner of any Lot, or portion thereof, in the Properties, to amend, revise, or abolish any one or more of the foregoing restrictions as set forth in Section VII above by instrument duly executed and acknowledged by it as the developer and filed in the County Clerk's office of the Court House of Tulsa County, Oklahoma.

SECTION IX

HOME OWNERS ASSOCIATION

A. Formation and Purpose:

The Owner has formed or shall cause to be formed Nottingham Owners Association, Inc. hereinafter referred to as the ("Association"), a non-profit entity pursuant to the General Corporation Act of the State of Oklahoma for the purpose of maintaining the reserve area and common areas within the

subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the subdivision.

B. Membership:

Every person or entity who is the owner of a lot in the subdivision shall be a member of the Association, and membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot in the subdivision shall constitute acceptance of membership in the Association as of the date of recording the deed.

C. Covenant for Assessments:

The Owner and each subsequent Owner of a lot in the subdivision, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association an annual assessment for the maintenance of common areas within the subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the subdivision and for such other purposes as the Board of Directors of the Association shall, from time to time, determine pursuant to a separate Declaration of Covenants and Conditions applicable to the subdivision and pursuant to the by-laws of the Association.

D. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary of the various covenants contained within this Deed of Dedication to the same extent as all other beneficiaries thereof, including each lot owner, the City of Broken Arrow and the supplier of any utility or other service within the subdivision, and shall have the right to enforce these covenants and agreements.

Witnesseth hand this _____ day of August, 1998.

NOTTINGHAM L.L.C.,
Oklahoma Limited Liability

Company

By: _____

Greg D. Allen, Managing Member

STATE OF OKLAHOMA)
) SS.

COUNTY OF TULSA)

Before me, the undersigned, on this _____ day of _____, 1998, personally appeared Greg D. Allen, Managing Member of Nottingham L.L.C., an Oklahoma Limited Liability Company to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses therein set forth, on behalf of said company.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

CERTIFICATE OF SURVEY

Jack C. Cox of COX & ASSOCIATES, INC., Engineers of Tulsa, Oklahoma, hereby certifies that he has fully complied with requirements of the Land Subdivision Code of the City of Broken Arrow and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; that the plat represents a survey made by him and that all monuments indicated thereof actually exist in their location, size material are correctly shown.

Signed and sealed this _____ day of _____, 1998.

COX & ASSOCIATES, INC.

By: _____

Jack C. Cox, Reg. Land

Surveyor #531

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Before me, the undersigned, on this _____ day of _____, 1998, personally appeared Jack C. Cox, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed of Cox and Associates, Inc., for the uses therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

AMENDMENT TO DEED OF DEDICATION AND
RESTRICTIVE COVENANTS OF
NOTTINGHAM SUBDIVISION, PHASE I, BLOCKS ONE (1) THROUGH NINE (9)
A SUBDIVISION IN THE CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

RECITALS

- A. Nottingham LLC, an Oklahoma Limited Liability Company, hereinafter referred to as Nottingham LLC, is the present owner of sixty two (62) lots situated in Nottingham subdivision, Phase I. These sixty-two (62) lots comprise a majority interest in Phase I of the subject subdivision, which contains a total of One Hundred and Nine Lots (109) total lots. These 109 lots comprise 100% of Phase I, Nottingham subdivision, City of Broken Arrow, Tulsa County, State of Oklahoma according to the recorded plat thereof (the subdivision). Nottingham LLC is the developer of the Subdivision.
- B. Nottingham LLC desires to amend to the extent and in the manner hereinafter provided in the Deed of Dedication and Restrictive Covenants of The Subdivision dated October 12, 1998 and filed of record that same date. Said documents being recorded in Book 6118, Page 1806 in the Office of The County Clerk, Tulsa County, and State of Oklahoma.
- C. Authority to Amend. Nottingham LLC cites its authority to amend the Covenants as provided in the following Section of the subject covenants as follows:

SECTION VIII

AMENDMENTS

Owner reserves the right in its sole discretion and without joinder of any Owner at any time so long as it is Owner of any Lot, or portion thereof, in the Properties, to amend, revise, or abolish any one or more of the foregoing restrictions as set forth in Section VII above by instrument duly executed and acknowledged by it as the developer and filed in the County Clerk's office of the Court House of Tulsa County, Oklahoma.

SECTION VII

Covenants and restrictions

WHEREAS, the Owners desires to establish restrictions for the purpose of providing for an orderly development and to insure adequate restrictions for the mutual benefit of the Owner, its successors and assigns.

Therefore, the Owner does hereby impose the following restrictions and covenants, which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns.

AMENDMENT I I

NOW, THEREFORE, the undersigned Nottingham LLC does hereby amend The Deed of Dedication and The Restrictive Covenants of The Subdivision for Lots 1,12,13,14,15,16,17,18,19 and 20, Block Seven (7) and Lots 12,13,14,15,16,18,19,20,21,22,23,24 and 25, Block Eight (8), Nottingham Subdivision, Broken Arrow and for no other Lot or Block within that subdivision. Nottingham LLC is the Legal Owner of Record for all of the above-described lots. The Deed of Dedication and Restrictive Covenants are hereby amended as follows:

Those portions of the above Deed and Covenants which relate to specific requirements and restrictions for requiring rear entry only access to homes on the above described lots is hereby removed and amended. Driveways may be constructed from the City streets abutting the above lots on West Twin Oaks Street, South Tamarack Street and West Roanoke Street. The subject lots may have front entry, rear entry or both front and rear entry access. All driveways shall terminate at a garage entry and no driveways are allowed for the exterior storage of vehicles, boats, trailers, recreational vehicles or materials of any kind whatsoever. No driveways shall be constructed which continue from the street to the alleyway. This Amendment does not negate or amend the Owner of any of the above-described lots from those responsibilities for alleyway maintenance as exists for all other lot owners in Blocks Seven (7) and Eight (8), Nottingham Subdivision.

IN WITNESS WHEREOF, the undersigned Nottingham LLC has duly executed this Amendment effective for all purposes this 22nd day of February, 2002

By: Nottingham LLC, an Oklahoma Limited Liability Company

Greg D. Allen, Manager

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

BEFORE ME, a notary Public, in and for said County and state, on this _____ Day of February 2002, personally appeared Greg D. Allen, to me known to be the identical person who subscribed the name he maker thereof to the foregoing instrument as its Manager, and acknowledged to me that he executed the same as hi free and voluntary act and deed and as the free and voluntary act and deed of such Limited Liability Company, for the uses and purposes therein set forth.

Notary Public

My commission Expires

This Amendment was filed of record in the office of the Tulsa County Clerk on March 5, 2002 and is recorded in Book 6703, Page 2669-2671 of the County records.

Covenants And Restrictions

Nottingham Subdivision Broken Arrow, Okla.