

11/01/97 SA frm 96014 jrt  
Revised 11/01/97 jrt  
Revised 12/15/97 rmm  
Revised 01/05/98 jrt  
Revised 01/19/98 jwl jr comments from Terry Davis  
Revised 01/21/98 jrt comments from Terry Davis

**BRETTON WOODS  
DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

GREENVILLE DEVELOPMENT, L.L.C., a limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land in the City of Broken Arrow, Tulsa County, State of Oklahoma, to wit:

A part of Section 8, T-18-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the Northwest corner of the SQ/4 NW/4 of Section 8, T-18-N, R-14-E, of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N 89°57'25" E along the North line of said SW/4 NW/4 of said Section 8 a distance of 1319.73 feet to the Southwest corner of said NE/4 NW/4;

Thence N 00°00'46" W along the West line of said NE/4 NW/4 of said Section 8 a distance of 1322.76 feet to the Northwest corner of said NE/4 NW/4;

Thence N 90°00'00" E along said North line said NE/4 NW/4 a distance of 329.92 feet to the Northwest Corner of the E/2 W/2 NE/4 NW/4 of said Section 8, said corner also being the Northwest Corner of "Lancaster Park", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5002;

Thence S 00°00'48" E along the West line of "Lancaster Park" a distance of 1322.51 feet to the Southwest Corner of the E/2 W/2 NE/4 NW/4 of said Section 8, said corner also being the Southwest Corner of Lot 13, Block 3, "Lancaster Park II", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5109;

Thence N 89°57'25" E along the North line of said W/2 SE/4 NW/4 a distance of 329.93 feet to the Northeast corner of said W/2 SE/4 NW/4, said corner also being the Northeast corner of Lot 19, Block 3, "Lancaster Park II";

Thence S 00°00'50" E along the East line of the W/2 SE/4 NW/4 of said Section 8 a distance of 1031.26 to the Southwest corner of Lot 1, Block 5, "Lancaster Park II";

Thence N 90°00'00" W along the Westerly line of said "Lancaster Park II" a distance of 144.76 feet;

Thence S 68°21'09" W along the Westerly line of said "Lancaster Park II" a distance of 124.18 feet;

Thence S 42°00'00" W along the Westerly line of said "Lancaster Park II" a distance of 150.00 feet;

Thence S 48°00'00" E along the Westerly line of said "Lancaster Park II" a distance of 27.17 feet;

Thence S 42°00'00" W along the Westerly line of said "Lancaster Park II" a distance of 120.00 feet to the Westernmost Northwest corner of Lot 1, Block 6, "Lancaster Park II";

Thence N 50°00'49" W a distance of 410.24 feet;

Thence N 80°38'38" W a distance of 104.73 feet;

Thence N 32°16'49" W a distance of 263.29 feet;

Thence S 85°22'57" W a distance of 218.47 feet;

Thence S 38°08'13" W a distance of 148.61 feet;

Thence N 79°20'15" W a distance of 118.19 feet;

Thence N 38°57'03" W a distance of 205.79 feet;

Thence N 79°05'38" W a distance of 46.90 feet;

Thence S 71°40'13" W a distance of 119.32 feet;

Thence N 54°53'56" W a distance of 83.86 feet;

Thence N 42°37'52" W a distance of 247.81 feet;

Thence S 89°59'22" W a distance of 50.00 feet to a point on the West line of said SW/4 NW/4 of said Section 8;

Thence N 00°00'38" W along the West line of said SW/4 NW/4 of said Section 8 a distance of 541.84 feet to the "Point of Beginning".

The above described Tract contains 2,266,710 square feet or 52.0365 acres.

The bearings of this description are based on an assumed bearing of N°00'00" E along the North line of the NW/4 of Section 8, T-18-N, R-14-E on the Indian Meridian, Tulsa County, State of Oklahoma and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plan, and has designated the subdivision as "BRETTON WOODS", a subdivision in the City of Broken Arrow, Tulsa County, Oklahoma.

## SECTION I. STREETS, EASEMENTS AND UTILITIES

### A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing 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 for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of

furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma and by the supplier of any affected utility service, that within the streets and utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of a street or easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the west boundary of the subdivision if located within the public street and utility easements herein established. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision all supply lines including electric, telephone, cable television and gas lines shall be located underground in the easementways dedicated for general utility services and in the rights-of-way of the public streets and in the private streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.
2. Underground service cables to all structures which may be located within 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 the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner 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 set forth in this Paragraph B shall be enforceable by the supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which

would interfere with public water and sewer mains, shall be prohibited. 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 or at the Owner's expense.

3. The City of Broken Arrow, Oklahoma, 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, his agents or contractors.
4. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

#### D. Drainage Easement

The areas designated on the accompanying plat as "D/E" or "Drainage Easement" are here by established by grant of the Owner/Developer as perpetual easements for the purpose of permitting the flow, conveyance, discharge and detention of storm water runoff from the various lots within the subdivision and from properties outside the subdivision. Drainage facilities constructed in the drainage easement areas shall be in accordance with the standards prescribed by the City of Broken Arrow, Oklahoma and plans and specifications approved by the City of Broken Arrow, Oklahoma. No fence, wall, planting, other than grass, building or other obstruction shall be placed or maintained in the drainage easement areas unless approved by the City of Broken Arrow, Oklahoma and there shall be no alteration of the grades or contours in the drainage easement areas unless approved by the City of Broken Arrow, Oklahoma. The drainage easements above granted or any part thereof may be terminated, released, and cancelled upon resolution being adopted by the Council of the City of Broken Arrow, Oklahoma.

#### E. 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 obstruction which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Paragraph E shall be enforceable by any affected lot owner and by the City of Broken Arrow, Oklahoma.

#### F. Limits Of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Kenosha Street (East 71st Street South), South Garnett Road and North Butternut Place 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 hereto.

G. 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 underground 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 II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Lancaster Park was submitted as a planned unit development (designated as PUD No. 77) as provided within Section 3 of Ordinance 1560 of the City of Broken Arrow, Oklahoma (Broken Arrow Zoning Code), as the same existed on March 7, 1994, which PUD No. 77 was approved by the Broken Arrow Planning Commission on February 24, 1994 and by the Council of the City of Broken Arrow, Oklahoma, on March 7, 1994; and

WHEREAS, the Planned Unit Development provisions of the Broken Arrow Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer 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/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land

1. The development of "Bretton Woods" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code, as the same existed on March 7, 1994 or as subsequently amended.
2. All lots shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes.
3. The number of dwellings within the subdivision shall not exceed 168.
4. Reserves "A" and "B" shall be limited to use for utilities, stormwater drainage facilities, open space, landscaping and/or recreation and are reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section IV. hereof. Reserves "C", "D", "E", "F", "G", "H" and "I" shall be limited to use for utilities, open space, landscaping and/or recreation. The homeowner's association shall be responsible for all maintenance of Reserve Areas.
5. The Restrictions hereinafter set forth within Section II. shall not be applicable to Reserves "A" and "B".

B. Fronting and Access Limitation

Each dwelling shall front an interior public street and derive its access solely from an interior public street. On corner lots, the dwelling shall front the greater of the building setback lines if differing building setback lines have been established on the lot.

C. Yards and Setbacks

1. Street Setback. No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat, provided however, any garage opening shall be set back not less than 25 feet from the street right of way line.
2. Side Yard. One side yard shall not be less than the greater of 5 feet in width and one side yard shall not be less than 10 feet in width or the width of any utility easement located within the lot and along the side lot line.
3. Rear Yard. The rear yard shall not be less than 20% of the lot depth. Customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 5 feet to any lot line.
4. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat. No principal building shall be located near to an underground pipeline or regulating appurtenances, other than customary residential utility service lines, than the building setback line depicted on the accompanying plat.

D: Building Height

No building shall exceed 2.5 stories or 35 feet in height.

E: Definitions

In the event of ambiguity of any word or term set forth in Subsections A, B, C, or D of Section II., the meaning thereof shall be deemed to be defined as set forth within the Broken Arrow Zoning Code as the same existed on March 7, 1994, or as subsequently amended.

SECTION III. PRIVATE BUILDING AND USE REGULATIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Architectural Committee – Plan Review

1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by Greenville Development, L.L.C., 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 10 days after submission, or 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 30<sup>th</sup> 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.

2. 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 build, 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.
3. The powers and duties of the Architectural Committee shall, on the 1st day of January, 2004 be deemed transferred to the homeowners' association provided for in Section IV., or upon written assignment to the homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

B. Floor Area

Single story dwellings shall have a minimum of 1,800 square feet of living area. Multi-story dwellings shall have a minimum of 2,000 square feet of living area, provided however, the first floor shall have a minimum of 1,200 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces and breezeways.

C. 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. Glass in garage doors is prohibited.

D. Foundations

Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.

E. Masonry

~~50% of the exterior surface~~ 100% of the exterior surface of the first story exterior walls (excluding windows and doors) shall be of brick, stone or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restriction.

F. Windows

Aluminum windows having a mill finish are prohibited.

G. Roof Pitch

No dwelling shall have a roof pitch of less than 6/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 3/12, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions to permit a dwelling having a flat roof over not more than 25% of the horizontal area covered by roof.

H. Roofing Materials

Roofing shall be self-sealing composition roofing shingles (Heritage II or equivalent and weathered wood in color), provided however, in the event that such roofing should hereinafter 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 or better quality and of a design and color which is compatible with the roofing first above described.

I. House Numbers

All house address numbers shall be cast concrete, ceramic, plaque or cast aluminum. House numbers made of any other type of material such as plastic, brass, vinyl or wood are prohibited. All house numbers shall be either mortared or mounted to the front exterior of the house or mailbox.

J. On-site Construction

No residence built off-site built shall be moved or placed onto any lot.

K. Outbuildings

Outbuildings are prohibited except that each lot may have one outbuilding no larger than 6.5' x 6.5' at the base and 6.5' in height made of hard rubber, blown molding or resin type material (for example: a Rubbermaid type storage building) provided the outbuilding is not visible from any public street. Outbuildings constructed of any material such as wood or metal are prohibited. No storage building shall be constructed on a concrete slab.

L. Swimming Pools

Above ground swimming pools are prohibited.

M. Fencing

Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is build behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence, provided however, on corner lots fencing may extend to within 12.5 feet of the street right-of-way forming a side yard boundary of the lot. Fences shall be of wood, ornamental iron, brick, stucco or stone. Fences made of any other type of material such as chain link, barbed wire or wire mesh are prohibited. Wood fencing must be of natural wood or natural wood stain in color. Ornamental iron fencing must be black in color. Brick, stucco and stone fencing must match the exterior of the home. No fence shall exceed 6 feet in height.

N. Perimeter Fencing

The Owner/Developer herein reserves and herein grants to the homeowners' association to be formed pursuant to Section IV., a perpetual easement to erect and maintain fencing, walls and landscaping along the boundaries of the subdivision adjacent to West Kenosha Street (East 71<sup>st</sup>



Street South) and South Garnett Road within the fence easements depicted on the accompanying plat as "L&F/E".

O. Antennas

Exterior television, "CB" Radio or other type antenna including satellite dishes shall be prohibited, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

P. 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.

Q. Recreational Vehicles

Boats, trailers, campers, motor homes and similar recreational vehicles and equipment shall not be stores on any lot except within an enclosed garage.

R. Inoperative Vehicles

No inoperative vehicle shall be stored on any lot except within an enclosed garage.

S. Clotheslines

Exposed clothesline poles or other outside drying apparatus are prohibited. And no exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot. The foregoing restriction shall not prohibit the installation of underground garbage and trash storing devices.

T. Trash Containers

Trash containers, except during periods of collection, shall be stored our of view from abutting street.

U. Mailboxes

As long as a rural type mailbox is in use in Bretton Woods for United States Postal Service, all mailbox pedestals shall conform in design to a specific plan to be approved by the Architectural Committee. The mailbox shall be positioned so that the front face is approximately 6 inches in from the base of the curb and 6 inches from the "inside edge" of the driveway. "Inside Edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42 inches from street level.

V. Animals

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

W. 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.

X. Signage

No sign of any kind shall be displayed to the public view on any lot except on sign of not more than 6 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.

Y. Materials and Storage

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

Z. Temporary Trash Receptacle

A temporary trash receptacle is required on each lot during the construction period of the house. The maintenance of the trash receptacle is the responsibility of the individual lot owner and shall be emptied on a regular basis or as needed.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed the Bretton Woods Homeowners' Association, Inc. (hereinafter referred to as the "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 Bretton Woods.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the 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 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 each subsequent owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer subsequent to the conveyance by the Owner/Developer at anytime on or before thirty (30) days following the sale of the last lot owned by Owner/Developer, but may transfer such rights and responsibilities at such earlier date as it may desire, within Bretton Woods. 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. 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, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce said covenants.

## SECTION V. 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, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Section II. Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the Broken Arrow Zoning Code and shall inure to the benefit of the owners of lots within the subdivision, shall inure to the benefit of the homeowners' association provided for in Section IV., and shall inure to the benefit of the City of Broken Arrow, Oklahoma. The covenants within Section III. Private Building and Use Restrictions shall inure only to the benefit of owners of lots within the subdivision and the homeowners' association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowner's association, or the City of Broken Arrow to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III., it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowners' association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. In any judicial action brought by the homeowners' association or any lot owner, which action seeks to enforce the covenants or restrictions set forth within Section II. or Section III., 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 restrictions shall remain in full force and effect until January 1, 2004, and shall automatically be continued thereafter for successive periods of 10 years, unless terminated or amended as hereinafter provided.

### C. Amendment

The covenants contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors with the approval of the City of Broken Arrow, Oklahoma. The covenants contained within Section II. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the Broken Arrow Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision. The covenants within Section III. Private Building and Use Restrictions 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 10 lots within "Bretton Woods" or alternatively, the covenants within Section III. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, provided however in the event of a conflict of amending or terminating instruments, the instrument executed by the Owner/Developer shall govern. The provisions of any such instrument amending or terminating covenants 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.

**AMENDMENT  
OF  
DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
OF  
BRETTON WOODS**

THIS AMENDMENT OF DEED OF DEDICATION AND RESTRICTIVE COVENANTS (this "Amendment") is made this 10th day of May, 1999, by GREENVILLE DEVELOPMENT, L.L.C., an Oklahoma limited liability company, ("Owner/Developer")

WHEREAS, on March 11, 1998, Owner/Developer executed a Deed of Dedication and Restrictive Covenants of Bretton Woods (the "Deed of Dedication") which imposed certain provisions and restrictions upon certain real property, improvements and appurtenances then owned by Owner/Developer described as:

All of BRETTON WOODS, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat thereof,

; and

WHEREAS, the Deed of Dedication was duly filed in the Office of the County Clerk of Tulsa County, Oklahoma, on March 11, 1998, and recorded in Book 6021 at Page 1728; and

WHEREAS, the Deed of Dedication provides in Section III. Private Building and Use Restrictions, Paragraph E. Masonry that:

"35% of the exterior surface of the first story exterior walls (excluding windows and doors) shall be of brick, stone, or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver or this restriction."

; and

WHEREAS, the Deed of Dedication also provides in Section V. Enforcement, Duration, Amendment and Severability, Paragraph C. Amendment that:

"The covenants within Section III. Private Building and Use Restrictions 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 10 lots within "Bretton Woods" or alternatively, the covenants within Section III. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, provided however in the event of a conflict of amending or terminating instruments, the instrument executed by the Owner/Developer shall govern. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded."

; and

WHEREAS, the Owner/Developer is presently the owner of at least 10 lots within "Bretton Woods" and desires to amend Section III. E. of the Deed of Dedication by the signing and acknowledgment of this Amendment.

THEREFORE, the Owner/Developer, being the record owner of not less than 10 lots in "Bretton Woods" hereby amends Section III. E. of the Deed of Dedication to read as follows:

"100% of the exterior surface of the first story exterior walls (excluding windows and doors) shall be of brick, stone or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restriction."

In all other respects, the terms, provisions, and covenants of the Deed of Dedication shall remain the same, unaltered and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Owner/Developer has hereunto set its hand on the date stated above to be effective from and after the date this Amendment is properly recorded.