

**OXFORD PARK
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

OXFORD PARK ASSOCIATES, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as the "Owner and/or Developer", is the owner of the following described land in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

All of "OXFORD PARK", an addition to the City of Tulsa, Tulsa County, Oklahoma ("Oxford Park").

**SECTION I
DEVELOPMENT RESTRICTIONS**

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, and shall be enforceable as hereinafter set forth.

- A. Zoning. Oxford Park shall be developed in accordance with and subject to the provisions of the City of Tulsa Zoning Code, as such provisions existed on January 1, 2002, or as may be subsequently amended.
- B. Use.
1. Lots: The use of the platted Lots shall be limited to detached single family residential purposes, having an attached garage providing space for a minimum of two automobiles.
 2. Reserve Areas: Reserve Areas A, B, C, D, E, F and G, as reflected on the recorded plat of Oxford Park shall be used as Common Area only. The Common Area has been granted by Owner/Developer as a perpetual easement for the purposes of pedestrian access, open area, roadways, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the Lots within Oxford Park. Drainage facilities constructed in said Common Area shall be in accordance with standards prescribed by the City of Tulsa and plans and specifications approved by the City of Tulsa. Said drainageway area and facilities shall be maintained by the Association in accordance with standards prescribed by the City of Tulsa. In the event the Association should fail to adequately and properly maintain said drainageway area and facilities, the City of Tulsa may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all Members of the Association. All

Lot owners within Oxford Park, and all Lot Owners within Oxford Park shall have access to the park area, playground equipment, swimming pool (if constructed) and clubhouse (if constructed) within the Common Area. Access by any Lot owner, whether within Oxford Park, to the Common Area shall be subject not only to membership in the Association, but also to payment of the special assessment described in Section III hereof. The Owner/Developer reserves the right not to construct a swimming pool and/or club house. The supplier of electric service shall have and is hereby granted the right to cross Reserves "D", "E" and "G" with overhead wires for the purpose of extending electric distribution services to lands on the East side of 177th East Ave. (Lynn Lane) from the overhead distribution line to be placed within the platted utility easement adjacent to the West of said Reserves. Upon installation of such an overhead line, there shall be created an easement in favor of said electric supplier extending five feet (5') on each side of the centerline of such line."

3. Fronting and Access Limitation: Each dwelling shall front a dedicated public street.
4. Yards and Setbacks:
 - a. **Street Setback:** No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.

Garages facing side streets having a 15 feet building line shall be set back 20 feet from the property line. The front of the house must face the most restrictive building line.
 - b. **Rear Yard:** The minimum rear yard shall not be less than 20 feet in depth.
 - c. **Side Yard:** The minimum side yard shall not be less than 5.0 feet nor the depth of any utility easement located within the Lot and along the side Lot line.
 - d. **Dwelling Separation:** Dwellings shall maintain a separation of not less than 10 feet.
 - e. **Easement Setbacks:** No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.
 - f. **No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the sight-triangle area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-lines limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such**

distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5. Signage: Two monument signs identifying the residential development may be located at the South and North entrances to Oxford Park, not exceeding 8' in height nor 32 square feet of display surface area for each one.
6. Minimum Square Footage: All one story single family dwelling units shall have a minimum of 1,600 square feet of finished heated living area. All two story single family dwelling units shall have a minimum of 2,000 square feet of finished heated living area and at least 1,500 square feet must be located on the first floor.

SECTION II ADDITIONAL RESTRICTIONS

WHEREAS, the Developer desires to establish additional restrictions for the purpose of providing for the orderly development of the Residential Development Area and to ensure adequate restrictions for the mutual benefit of the Developer, its successors and assigns.

THEREFORE, the Developer does hereby impose the following additional restrictions and covenants on the Residential Development Area, which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

A. Architectural Committee - Plan Review:

1. No building, fence or wall shall be erected, placed or altered on any Lot in this subdivision until the building plans and specifications and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of the members of Oxford Park Associates, LLC, or their duly authorized representative, representatives or successors. The architectural committee may approve plans and specifications for any builder and such plans, if used again, need not be resubmitted for subsequent approval. 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 scheme, materials 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 Committee fails to approve or disapprove any such plans, specifications and plot plans submitted to it as herein required within thirty (30) days after such submission, or in the event no 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 Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.
3. The powers and duties of the Committee or its designated representative shall cease on the 1st day of January, 2017, or when ninety percent (90%) of the lots have been closed, whichever occurs first. Thereafter, the powers and duties of the Architectural Committee shall be exercised by the home owners' association hereafter provided for.

B. Building Material Requirements:

1. Stem Walls: All exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.
2. Roofing: Unless approved by the architectural committee, no building shall have a roof pitch of less than 8/12 except that it may have a flat roof equal to no more than twenty per cent (20%) of the area covered by all roof surfaces, subject to approval of Owner. Wood grained composition roofing material having a twenty-five (25) year or more rating (such as "Heritage Elite Weathered Wood") and slate with a weathered wood color and appearance, shall be used on all homes in the Subdivision. The Committee may, but shall not be obligated to, waive this restriction. PROVIDED, HOWEVER, such waiver to be effective must be in writing, dated and signed by the Committee.
3. Exterior Walls: The first story exterior walls of the dwelling erected on any Lots shall be one hundred percent (100%) brick, stone or stucco, 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 constructions 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. (Exclusive of fireplace chase.)

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 on any Lot.
 6. Mail Boxes: All mail boxes shall be of the same design to that specific plan provided by the Developer. The mailbox shall be positioned so that is accessible from the curb and 6 feet 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 46 inches from the street level. No mail box shall be erected on any Lot without the approval of the design by the Committee.
 7. Waiver: The Architectural 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 the Architectural Committee.
- C. Noxious Activity: No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall any trash, or other refuse be thrown, placed or dumped upon any vacant Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- D. Existing Building: No existing or erected building of any sort may be moved onto or placed on any Lot.
- E. 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 approval by the Architectural Committee.
- F. Vehicle Storage and Parking: No inoperative vehicle shall be stored on any Residential Lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard.
- G. Antennas: No radio or television tower, aerial or antenna shall be located on any Lot. Satellite dishes shall be no larger than 18" in diameter and be screened from view from the street within the Addition.

- H. Landscaping Requirements: The front elevation of all Lots and side elevations of any corner Lot must be professionally landscaped upon completion of the residence. All front, side and back yards must be sodded on the completion of any residence in the Subdivision.
- I. Livestock and Poultry Prohibited: No animals, livestock or poultry (including pigeons) of any kind shall be raised, bred or kept on any Lot or part thereof, except that dogs, cats or other household pets may be kept; PROVIDED, that they are not kept, bred or maintained for any commercial purpose and are otherwise in compliance with City of Tulsa ordinances.
- J. Interior Fences and Walls: Interior fences and walls situated upon Lots shall comply with the following:
1. No fencing shall extend beyond the building line of any residence. If a residence is built behind the front building line of a Lot, a fence may not extend beyond that point nearest the street at each end corner.
 2. All fences shall consist entirely of wood, brick, natural stone, wrought iron, or some combination thereof. The Committee may, but shall not be obligated to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted under any circumstances.
 3. No fence in excess of six (6') feet in height shall be permitted.

SECTION III HOMEOWNERS' ASSOCIATION

- A. Formation of Homeowners' Association. The Owner has formed or shall cause to be formed an association or associations of the owners of Lots within OXFORD PARK 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 OXFORD PARK (the "Association").
- B. Membership. Any owner of a Lot in OXFORD PARK in the City of Tulsa, Tulsa County, State of Oklahoma, shall automatically become a Member of the Association. The membership of the Association shall be limited to the record owner, whether one or more persons or entities, of a fee simple title to a Lot situated within OXFORD PARK and in any additional property as may be annexed to or merged into the jurisdiction of the Association or allowed to join according to procedures set forth in the Articles or Bylaws, including (without limitation) property owners in OXFORD PARK II as provided in Section IV hereof, who elect in writing to join the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within OXFORD PARK. Ownership of a Lot shall be the sole qualification of membership with respect to those property owners in OXFORD PARK.

C. Powers of the Association. The Association, in addition to all other rights, powers and duties provided herein and as contained in its Certificate of Incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Oklahoma by law may now or hereafter have to carry out its corporate purposes.

D. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those persons or entities entitled to membership as defined in Paragraph B of this Section III with the exception of Owner/Developer. Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Paragraph B of this Section III; provided, however, when two or more persons or entities hold such interest or interests in any Lot, although all of such persons or entities shall be Members of the Association, the vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per Lot be cast with respect to any one Lot.

Class B: The Class B Member shall be Owner/Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Paragraph B of this Section III; provided, that the Class B membership shall cease and be converted to Class A members on the earlier to occur of:

- (a) the date on which seventy-five percent (75%) of the Lots in OXFORD PARK so platted have been sold by Owner/Developer; or
- (b) December 31, 2010; or
- (c) such date as Owner/Developer executes and records with the County Clerk of Tulsa County, Oklahoma, a notice that Owner/Developer has elected to convert the Class B membership to Class A membership.

Notwithstanding any provision herein to the contrary, the Owner/Developer's 3-for-1 right to vote shall apply only to Association matters involving OXFORD PARK; which respect to any matters involving OXFORD PARK II, the Owner/Developer shall be entitled to one (1) vote for each Lot in which the Owner/Developer owns in OXFORD PARK and in OXFORD PARK II.

E. Members' Easements of Enjoyment. Every Member shall have the nonexclusive right and pedestrian access easement to use and enjoy the Common Area and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every Lot within OXFORD PARK, subject, however, to the following provisions:

- (a) The right of the Association to limit the number of guests of Members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of OXFORD PARK;

- (b) Subject to the provisions of Paragraph I of this Section III, the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and improvements constructed thereon and in aid thereof to mortgage said property, but only upon the prior written consent of the Owner/Developer. In the event such property is so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Area shall be subject and subordinate to the rights of the mortgagee therein.
 - (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast one-half (1/2) of the votes of the Class A membership and one-half (1/2) of the votes of the Class B membership, if any, in which such Members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the Board of Directors but only after said Board receives written consent from the Owner/Developer;
 - (d) The right of the Association to suspend the voting rights and suspend or terminate the right to use and easement of the Common Area of a Member:
 - (i) with respect to voting rights, for any period during which any assessment against this Lot remains unpaid; provided, however, the Association shall give written notice to the deficient Member, or
 - (ii) with respect to use and easement of the Common Area, for any period during which any assessment against his or her Lot remains unpaid or for any infraction of the published rules and regulations of the Association relating to such use.
 - (e) The right of the Association to prescribe rules and regulations for the use, enjoyment and maintenance of the Common Area.
- F. Delegation of Use of Common Area. Any Member may delegate, in accordance with the Bylaws of the Association, his right to use, but not ownership of his easement right to, the Common Area and facilities and improvements situated thereon, to his or her family members and guests, and to tenants who reside in OXFORD PARK.
- G. Title to the Common Area. The Owner/Developer herein reserves the right and easement to enter upon the Common Area and construct, repair and maintain improvements therein. Maintenance of the Common Area shall be borne by the Association; provided, however, in the event the Association fails or refuses to maintain the Common Area, the Owner/Developer shall have the right, but not the obligation, to maintain the Common Area in a reasonable manner and the Association shall reimburse the Owner/Developer for such expenses upon demand. The Owner/Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the

Association, subject only to any easements and restrictions of record, upon the conversion of Class B membership to Class A membership pursuant to the provisions hereof. Conveyance of the Common Area to the Association shall be approved in writing by the Association, which shall not unreasonably refuse to take title thereto.

- H. Damage to the Common Area. If, due to the act or omission of any Owner, his family, tenants, contract purchasers, guests, licensees or other invitees, the Common Area is damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such Owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the Association.
- I. Creation of Lien and Personal Obligation of Assessments. Except for annual assessments described in paragraph 3 below, no assessments (annual or special) shall be assessed against or attach to any lot owned by Owner/Developer within OXFORD PARK. Except for Owner/Developer, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to convey and agree to pay to the Association their share of:
- (a) annual assessments or charges provided for herein, and
 - (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the Lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

- J. Purpose of Assessment. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, and welfare of the residents in OXFORD PARK and promoting the habitability of residential structures and enhancing property values in OXFORD PARK including, but not limited to the improvement and maintenance of the Common Area and improvements thereon, including (without limitation) ad valorem taxes, drainageways and easements, driveways, parking areas, fences and walls, and landscaped areas.
- K. Annual Assessments. The annual assessment on any Lot owned by the Owner/Developer and any owner of such Lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, shall be _____ Dollars (\$ _____) per Lot. For all other owners, the initial annual assessments, commencement of which is provided for in Paragraph M of this Section III, for the first year shall be _____ Dollars (\$ _____) per lot. The annual assessment on Lots owned by owners (other than the Owner/Developer and any builder of the residential structure which will not be used by such builder as his primary residence) may be increased by the affirmative vote of the Board of Directors of

the Association upon thirty (30) days written notice to such owners prior to the effective date of such increase. Provided, that any increase in the annual assessment greater than 50% from the previous years' annual assessment amount shall require the affirmative vote of a majority of those owners of Lots in OXFORD PARK who are in attendance (either in person or by proxy) at a special meeting of the Members, duly called and noticed.

Annual and special assessments shall be established at a uniform rate applying such factors as the Board of Directors shall determine appropriate, such as the operation costs of the Association, maintenance of the Common Areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by the Owner/Developer and owners of Lots in OXFORD PARK shall be used exclusively for the maintenance and repair of the Common Areas, and for such operating costs of the Association which are related to the operation of the Common Areas and the general operations of the Association.

- L. Special Assessment. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area or entryways, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the Board of Directors; provided that special assessments against Lots in OXFORD PARK shall require the affirmative vote of the Class B Member and one-half (1/2) of the owners of such Lots who are Class A Members of the Association who are in attendance (in person or by proxy) at a special meeting of the Members of the Association, duly called and noticed. A special assessment in the amount of \$400.00 is hereby assessed against each Lot for purposes of contributing to the construction of a swimming pool and clubhouse facility. This Special Assessment shall be collected and paid to the Association pursuant to a Common Use Agreement between Owner/Developer and the Association. This special assessment shall be paid, at the election of Owner/Developer, either (a) within 120 days after Owner/Developer conveys such Lot to another owner; or (b) out of the closing proceeds of the sale of such Lot and residential structure thereon to an owner occupant. This special assessment shall be paid to the Association for deposit into a special escrow account for the purpose of contributing to the construction of such swimming pool and clubhouse facility pursuant to the terms of the Common Use Agreement. Nothing herein to the contrary shall obligate the Owner/Developer to construct such swimming pool and clubhouse except upon the express satisfaction of the conditions precedent contained in the Common Use Agreement incorporated herein by reference.
- M. Date of Commencement of Annual Assessments; Due Dates. Except for the Owner/Developer any owner of such Lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, the annual assessment provided for herein shall commence on the first day of the month following conveyance of title to that Lot to a third-party occupant. The annual assessment for Lots owned by the Owner/Developer, and any owner of such Lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, shall commence January 1, 2004. The form and means of written notice of the

annual assessment shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether annual and/or special assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of those certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- N. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid on or before the due date, as prescribed by the Board of Directors of the Association in writing, shall be delinquent and shall constitute a lien on the Lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may take action against the owner delinquent in the payment of assessments owed to the Association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce alien filed against the owner's property; and other actions designated to obtain payment for financial obligation owed by an owner. In taking these actions, whether one or more, the Association shall be entitled to collect the costs it has incurred in pursuing efforts to obtain payment from a delinquent owner including, but not limited to, reasonable attorney's fees, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the Association reasonable incurs in pursuing its efforts to collect delinquent assessments from an owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Notwithstanding any provision herein to the contrary, this paragraph 6 shall not apply to the Owner/Developer.
- O. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such Lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such Lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.
- P. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the Common Area.

SECTION IV
OXFORD PARK PHASE II

Developer is also the Owner of the real property described on Exhibit "A" and attached hereto (the "Phase II Property"). Developer currently intends to develop the Phase II property as an additional phase of Oxford Park in the future. If Developer does proceed to plat the Phase II Property for residential development, Developer reserves the right to include all of the Lots created in the Phase II Property plat in and to the terms and subject the same to the benefits and obligations of all Lot owners set forth in this Declaration. At such time as Developer files written documentation evidencing the inclusion of the Phase II property into the terms and conditions of this Declaration, all of the terms and conditions of this Declaration shall apply to the Phase II Property Lots as if those lots had been platted at the same time as the Oxford Park Lots. Each owner of a Lot in the Phase II Property shall have all the same rights and obligations as a Lot owner in Oxford Park under the terms and conditions of this Declaration.

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.
- B. Duration: These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.
- C. Amendment or Termination: The covenants contained herein 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. The provisions of any instrument amending or terminating covenants as above set forth 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 or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, OXFORD PARK ASSOCIATES, L.L.C., an Oklahoma Limited Liability Company, has executed this instrument this 13th day of February, 2003.

OXFORD PARK ASSOCIATES, LLC,
an Oklahoma limited liability company,

By: Rainmaker Real Estate, LLC,
an Oklahoma limited liability company,
Manager

By: Steve Davis
Steve Davis, Manager

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STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this 13th day of February, 2003, by Steve Davis as Manager of Rainmaker Real Estate, LLC, an Oklahoma limited liability company, as Manager of Oxford Park Associates, LLC, an Oklahoma limited liability company, that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of said limited liability company.

[Signature]
Notary Public

My Commission Expires:

Nov. 2, 2004