

**DEED OF DEDICATION AND RESTRICTIVE
COVENANTS**

BERWICK ON CEDAR RIDGE, BLOCK 7

“BERWICK GREENS”

Berwick on Cedar Ridge Block 7

DEED OF DEDICATION AND RESTRICTIVE COVENANTS KNOW ALL MEN BY THESE PRESENTS:

RLAND DEVELOPMENT GROUP, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner", is the owner of the following described land in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:

A parcel of land located in part of Block One (1), "CEDAR RIDGE CLUB ADDITION" (PLAT NO. 2895), an Addition to the City of Broken Arrow in Section Thirty (30), Township Eighteen North (T18N), Range Fourteen East (R14E), of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the recorded plat thereof, more particularly described as follows:

Commencing at the Northwest corner of said Section 30; thence S00°00'00"W along the West line of said Section 30 a distance of 2,427.21 feet; thence N90°00'00"E a distance of 1,004.65 feet to the Point of Beginning; thence N13°21'49"E a distance of 692.79 feet; thence N16°28'40"E a distance of 73.33 feet; thence N26°21'36"E a distance of 415.67 feet; thence N60°57'39"E a distance of 181.43 feet; thence S72°15'31"E a distance of 252.17 feet; thence S35°31'56"E a distance of 147.72 feet; thence S20°23'16"W a distance of 120.64 feet; thence S76°13'37"W a distance of 183.85 feet; thence S74°23'38"W a distance of 152.70 feet; thence S34°48'50"W a distance of 191.40 feet; thence S26°29'09"E a distance of 97.25 feet; thence S57°54'54"E a distance of 158.74 feet; thence S32°01'53"W a distance of 84.89 feet; thence S00°00'00"W a distance of 390.91 feet; thence along a curve to the right with a chord bearing of S66°43'46"W, with a chord length of 43.22 feet, a radius of 525.00 feet for a distance of 43.24 feet; thence S69°05'19"W a distance of 293.24 feet; thence along a curve to the left with a chord bearing of S66°54'29"W, a chord length of 38.05 feet, a radius of 500.00 feet for a distance of 38.06 feet; thence N53°06'17"W a distance of 196.82 feet to the Point of Beginning. Said parcel containing 11.53 acres more or less.

And has caused the above described land to be surveyed, staked, platted and subdivided into Seventeen (17) Lots, One (1) Block and Three (3) Reserve Areas, in conformity with the accompanying plat and has designated the subdivision as "BERWICK ON CEDAR RIDGE, BLOCK 7", a Subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (hereinafter sometimes referred to as the "Subdivision").

Now, therefore, the Owner, for the purpose of providing for the orderly development of the Subdivision and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner, its successors, grantees and assigns, and the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner or owners of any property within the Subdivision and by the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only.

SECTION I. STREETS, EASEMENTS AND UTILITIES.

A. General Utility Easements.

The Owner does hereby dedicate for public use the utility easements shown and designated on the Plat as U/E for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, cable television lines, electric power lines and transformers, gas lines and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters, and any other appurtenances thereto, with right of ingress and egress to such easements for the uses and purposes aforesaid; provided, however, the owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines, together with the right of ingress and egress over, across, and along all of the easement areas shown on the plat, for the purposes of furnishing water and/or sewer service to the area included within the Plat. The Owner hereby 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 utility easements depicted on the Plat, no building, structure or other above or below-ground construction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained; provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping, signs, and customary screening fences and walls.

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B. Underground Service.

1. Street light poles and standards shall be served by underground cable. All supply lines, including electric, telephone, cable television and gas lines shall be located underground, in the easement-ways dedicated for general utility services and in the private street as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways; providing, however, that no service pedestals or transformers for electric, telephone, cable television or meters or pedestals for other utility services shall be located on the fronts of the lots.
2. Underground service cables and gas service lines to all structures which may be located within the Subdivision may be run from the nearest gas main, 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 installation of a service cable or gas service line to a particular structure, the supplier of said service shall thereafter be deemed to have a definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a five foot strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on said structure.
3. The suppliers of electric, telephone, cable television and gas services, through their proper agents and employees, shall at all times have the right of access to all easement ways 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 said 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. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors. Said alterations of grade and limitation of construction activities shall be limited to easements and does not apply to areas outside of the easements designated on the Plat.
5. The foregoing covenants set forth in this Section B concerning underground electric, telephone, cable television and gas services shall be enforceable by each 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 Services.

1. Each owner shall be responsible for the protection of the public water mains, the public sanitary sewer main and storm sewers located on such lot.
2. Within the utility easements depicted on the Plat, the alteration of grade elevations in excess of three (3) feet from the contours existing upon completion of the installation of a public water main or sewer main, or any construction activity which would interfere with the public water and sewer mains shall be prohibited.
3. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for the ordinary maintenance of the public water and sewer mains, but the owner of each lot shall pay for damage or relocation of such facilities caused or necessitated by the act of such 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 easements depicted on the Plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.
5. The foregoing covenants set forth in this Section C. shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the above Owner and the owner of each lot agrees to be bound hereby.

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D. Gas Service.

1. The supplier of gas service through its agents and employees shall at all time have the right of access to all such easements shown on the Plat or as provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. The owner of the lot shall be responsible for the protection of the underground gas facilities located in such owner's lot and shall prevent the alteration of grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by the act of the owner, or the owner's agents or contractors.
3. The foregoing covenants set forth in this Section D. shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

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

F. Paving and Landscaping within Easements.

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

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SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.

WHEREAS, Berwick on Cedar Ridge, Block 7, was submitted as a Planned Unit Development, designated as PUD-142, pursuant to Section 3, Article VII of the Zoning Ordinance of the City of Broken Arrow, Oklahoma, (Ordinance No. 1560) as amended and existed on February 2, 2004 (hereinafter referred to as the "Broken Arrow Zoning Ordinance"), which PUD-No. 142 was affirmatively recommended for approval by the Broken Arrow Planning Commission on January 8, 2004, and approved by the Council of the City of Broken Arrow, Oklahoma on February 2, 2004; and

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

WHEREAS, the Owner desires to establish restrictions for the purpose of achieving an orderly development for the mutual benefit of the Owner, the Owner's successors in title and the City of Broken Arrow, Oklahoma;

NOW, 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 in title, and the City of Broken Arrow, Oklahoma, and shall be enforceable as hereinafter set forth.

A. Use of Land.

The development of "Berwick on Cedar Ridge, Block 7" (PUD-No. 142) shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Ordinance, as the provisions existed on February 2, 2004, or as subsequently amended.

1. Residential Lot Use.

Lots 1 through 17, Block 7, shall be known and described as residential lots and shall be limited to use for detached single-family residences and purposes only. No trade or business shall be permitted on any lot.

2. Fronting and Access Limitation.

Each dwelling shall face the private street and derive its access solely from the private street.

3. Yards and Setbacks.

a. Minimum Front Yard from Private and Public Street Right-of-Way.

No residential building shall be constructed nearer to the right-of-way of the private street or public street shown on the Plat than 25 feet, nor within the Public Service Company easement shown on the plat as the "PSO Esmt".

c. Minimum Side Yards.

Both:	30 feet
One Side Yard side:	20 feet
Other Side Yard:	10 feet

d. Minimum Rear Yard.

The minimum rear yard shall not be less than twenty percent (20%) of the depth of the lot.

4. Minimum Lot Area and Lot Boundary Adjustment.

No lot shall be lot-split or re-subdivided into a parcel having an area of less than 12,000 square feet of land area, unless the resulting parcel is held in common ownership with an adjoining parcel and the resulting area of common ownership is not less than 12,000 square feet. Where by reason of lot-splitting or by reason of common acquisition of an adjoining lot, a lot line as originally platted divides the ownership, the owner may declare by recorded document that his ownership line shall serve as lot lines, and thereafter all yards and setbacks shall be measured from the declared lot lines, and the ownership lines shall be deemed to establish a single lot for the purposes of determining permitted principal and accessory uses. It is the intent of the foregoing provisions to permit adjustment in lot boundaries, but in no event shall an ownership area be less than 12,000 square feet, nor shall the number of dwelling units within Berwick on Cedar Ridge, Block 7, exceed 17.

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5. Minimum Lot Width and Lot Frontage.

The minimum lot width shall be 100 feet measured at the building line. However, all lots shall have at least 40 feet of frontage along the street right-of-way.

6. Maximum Structure Height.

No structure may be constructed or erected on any lot in excess of the heights permitted by the requirements of the R-1 District of the Broken Arrow Zoning Ordinance.

7. Other Bulk and Area Requirements.

Except as modified above, all lots shall meet the requirements of the R-1 District of the Broken Arrow Zoning Ordinance.

8. Reserve Areas.

Reserve Area A shall be used for a private street, including entry features, buildings and gates, for the mutual, non-exclusive use of the owners of lots within the Subdivision, their guests, tenants and invitees and the governmental entities as set forth in Section B hereof, for both vehicular and pedestrian ingress, egress and regress to the lots.

Reserve Areas B through C shall be used for open space, landscaping, fencing or walls, entry gates, traffic medians or islands, recreation and park use, storm water drainage areas and detention areas. All Reserve Areas shown on the Plat shall be owned by and maintained by the Berwick Greens Neighborhood Association, Inc. (the "Association") as more fully set forth in the Declaration of Covenants, Conditions and Restrictions of Berwick on Cedar Ridge (the "Declaration") and the rules and regulations of the Association. A portion of Reserve Areas B and C shall be subject to a golf cart path easement to be granted to the Cedar Ridge County Club.

B. Utility and Governmental Services Access Easement.

The Owner hereby grants to the City of Broken Arrow, Oklahoma, the United States Postal Service, any public utility providing utility service to the Subdivision, and any refuse collection service which provides service within the Subdivision, the right to enter and traverse the private streets and to operate thereon all service, emergency and governmental vehicles, including, but not limited to, police and fire vehicles and equipment.

C. Sidewalks, Fencing and Landscaping.

All sidewalks, fencing and landscaping shall comply with the restrictions set forth in Section III of this Deed of Dedication and Restrictive Covenants.

D. Off-Street Parking.

A minimum of two, enclosed off-street parking spaces shall be provided on each lot, within the garage of the house.

E. Site Plan and Landscaping Plan.

The accompanying Plat shall constitute the required site plan of the Planned Unit Development included within the Plat.

F. Maintenance of Reserve Areas and Common Areas.

All Reserve Areas, the private street, landscaping areas and all other common areas shall be maintained by the Association in accordance with the terms and conditions of the Declaration.

G. Definitions.

In the event of an ambiguity or conflict of any word or term set forth in this Section II, the meaning thereof, shall be deemed to be defined as set forth in the City of Broken Arrow Zoning Ordinance as existing on February 2, 2004, or as subsequently amended.

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SECTION III. PRIVATE BUILDING AND USE RESTRICTIVE COVENANTS.

For the purpose of providing an orderly development of the Subdivision, to protect the desirability of the Subdivision and the values thereof, and for maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the Subdivision, 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 provided.

A. Architectural Committee - Plan Review.

1. Formation.

Owner hereby forms an architectural committee (the "Architectural Committee") that shall:

- a. approve all plans for any structure to be built on any lot and any modifications or alterations thereto; and
- b. be responsible for interpreting the development and construction standards contained herein and in any building guidelines developed by the Architectural Committee.

2. Membership.

The architectural committee shall consist of not less than one (1) nor more than five (5) members to be appointed by Owner until Owner, in its sole discretion, assigns and transfers the responsibility for the appointment of the Architectural Committee to the Association to be formed pursuant to Section IV below.

3. Submission of Plans.

No building, fence, wall, free standing mailbox or any other improvements or structure may be commenced, erected, constructed or placed on any lot in the Subdivision without the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall be submitted in duplicate and shall include, at a minimum, the following with regard to each improvement to be constructed on any lot in the Subdivision, which must be approved prior to submittal to the City of Broken Arrow.

- a. An accurate site plan;
- b. An accurate floor plan;
- c. All exterior elevations;
- d. A landscaping plan including the composition, location and height of fencing;
- e. Any other plans or information requiring the approval of the City of Broken Arrow or the Broken Arrow Planning Commission pursuant to Section II of this Deed of Dedication;
- f. Details regarding the composition of all roofing and external building materials, including color schemes;
- g. Drainage and grading plans; and
- h. Any other plans or details required by the Architectural Committee.

In passing upon such plans, specifications, plot plans, drainage and grading plans, the Architectural Committee may take into consideration the suitability of the proposed building or other structures and of the material of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding buildings and lots and the effect of the building or other structures as planned on the view from the adjacent or neighboring lots.

B. Floor Area.

Single story dwellings shall have a minimum of 3,500 square feet of living area. Multi-story dwellings shall have a minimum of 3,800 square feet of living area; provided, however, that the first floor shall have a minimum of 2,750 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces and breeze ways.

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C. Foundations.

All exposed foundations shall be of brick, stucco or stone. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls shall be exposed.

D. Garages and Driveways.

An attached garage providing spaces for a minimum of two (2) automobiles shall be provided on each lot. Garages shall be enclosed and no windows shall be permitted in the garage doors. Carports are prohibited. All driveways shall be concrete or other masonry approved by the Architectural Committee. No garages may face the fronts of the lots.

E. Masonry.

One Hundred percent (100%) of the exterior surface of exterior walls (excluding windows and doors) shall be brick, stone or stucco except under covered porches and patios.

F. Windows and Doors.

All windows frames and doors shall be either wood, vinyl clad wood or vinyl. Aluminum windows having a mill finish are prohibited.

G. Roof Pitch.

No dwelling shall have a roof pitch of less than 9/12; providing, however, that a roof over a porch shall have a roof pitch of no less than 6/12 if gable or 4/12 if shed. All front and rear gables shall have no less than a 12/12 pitch.

H. Plateline.

The first floor plateline shall be a minimum of ten (10) feet.

I. Roofing Materials.

Roofing shall be self-sealing CertainTeed Grand Manor, colonial slate color, composition shingles or equivalent; providing, however, in the event such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon a determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and quality which is compatible with the roofing first described.

J. Antennas.

Exterior antennas or other devices (including supporting structures) for the transmission or reception of radio, television, satellite signals or other forms of electro-magnetic radiation are prohibited, except that within each lot one satellite dish, not exceeding eighteen inches (18") in diameter, is permitted. The location of any such satellite dish must be approved by the Architectural Committee and shall be, wherever possible, such that the satellite dish is not visible from any public or private street or from the Cedar Ridge Country Club golf course.

K. Materials and Storage.

No lot will be used for the storage of materials for a period of greater than thirty (30) calendar days prior to the start of construction, and then the construction shall be completed within six (6) months. All lots shall be maintained in a neat and orderly condition at all times and all construction debris shall be placed in a container designed for such purpose, which container shall be emptied when full so that there shall be no construction waste material visible from adjoining lots or any street.

L. Recreational Vehicles.

No campers, boats, trailers, motor homes or other recreational vehicles shall be parked or stored in the Subdivision for a period to exceed seventy-two (72) hours except within an enclosed garage, which garage door must be closed except for normal operation for entering and exiting the garage.

M. Inoperative Vehicles.

No inoperative vehicle or machinery shall be stored on any lot, except within an enclosed garage, which garage door must be closed except for normal operation for entering and exiting the garage.

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N. Maintenance of Lots.

Each lot shall be maintained in a neat and orderly manner free of clutter, rubbish, trash or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass. Grass and landscaping shall be maintained on a regular basis. Trash containers, except during periods of collection, shall be stored out of view from the public and from adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

O. Surface Drainage.

The owner of each lot shall maintain the surface drainage, either natural or artificial, over and across such lot. No owner shall construct or permit any fencing or other obstruction which would impair the draining of storm water over and across the lot. No lot owner shall modify or change the direction of surface storm water from the original, approved drainage plan constructed on the lot.

P. On-Site Construction.

Each dwelling must be constructed on-site and no dwelling built off-site shall be placed on any lot.

Q. Outbuildings.

Outdoor storage buildings are not permitted. Other outbuildings, such as gazebos or cabanas, shall be permitted subject to the approval of the location, style and materials used in the construction by the Architectural Committee prior to construction, and providing that the outbuilding is compatible in material and style with the primary residence. No outbuilding shall be erected in a location on the lot that the Architectural Committee determines would unreasonably obstruct the view of the golf course, a water feature or a greenbelt from another lot.

R. Swimming Pools.

Above ground swimming pools are prohibited. Any pool or spa shall be in-ground and permanent. Lots with swimming pools shall have sufficient security fencing as required by code. Swimming pool ancillary equipment shall be shielded from view from the street and adjacent lots.

S. Interior Fences.

All fences and walls must be approved by the Architectural Committee. Each owner of a lot shall be responsible for the maintenance of fencing on such lot. No fence shall extend beyond the front building line of any lot.

Except as provided below, all fences shall be constructed entirely of wrought iron or another metal approved by the Architectural Committee having the appearance of wrought iron ("wrought iron style"), and shall be of a consistent style throughout the Subdivision as specified by the Architectural Committee. Vinyl, chain link, barbed wire, meshed or other metal fences are prohibited. No fence shall exceed 4 feet in height. No fence or wall shall be allowed which, in the opinion of the Architectural Committee, unreasonably obstructs a golf course view from an adjoining lot. All fencing shall be completed prior to occupancy of a home on such lot.

The owner of lots abutting Cedar Ridge Country Club may connect side yard fences to the Cedar Ridge Country Club's fence, all in accordance with the terms and conditions of the Fence Agreement by and between Cedar Ridge Country Club, Inc. and the Owner filed of record in the Office of the County Clerk of Tulsa County, Oklahoma.

Providing, however, that notwithstanding any provision herein to the contrary, privacy fences approved by the Architectural Committee constructed of wood, brick or stone, not exceeding six (6) feet in height, may be constructed along the east boundaries of Lots 13 through 17, inclusive, Block 7 of the Subdivision, and along the property line shared by Lot 1, Block 7 of the Subdivision and Lot 10, Block 6 of Berwick on Cedar Ridge Blocks 2, 3, 4, 5 and 6, providing that such fences are not within thirty (30) feet of the boundary of the Cedar Ridge Country Club property.

T. Clotheslines.

Exposed clothesline poles or other outside drying apparatus are prohibited.

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U. Mailboxes.

All mailboxes shall be constructed of materials, size, location and style approved by the Architectural Committee and shall be uniform throughout the Subdivision.

V. Animals.

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept on any lot, except that no more than two (2) dogs, two (2) cats or other customary and normal household pets may be kept, provided that they are not used for commercial purposes. All pets must be leashed, except in an enclosed fenced area and each owner shall be responsible for not permitting barking or other noise or activity by such pets which are a nuisance to adjoining lot owners. No exotic wildlife shall be permitted.

W. Noxious Activities.

No noxious, loud, annoying or offensive activity shall be carried out upon any lot nor shall anything be done thereon which 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 one sign of not more than six (6) square feet in area advertising the property for sale; providing, however, nothing contained herein shall be construed to prohibit signs advertising the Subdivision and homes for sale by the Owner or its designated builders.

Y. Exterior Lighting, Alarms and Video.

No spotlights, flood lights or other high intensity lighting or alarms and video and audio equipment shall be placed upon or utilized upon any lot in a manner which unreasonably interferes with the enjoyment of adjoining lots.

Z. Chimneys.

All chimney caps shall be copper or clay. All chimneys shall be of masonry or masonry veneer construction.

AA. Guttering, Flashing and Roof Vents.

All dwellings shall be fully guttered with "tight-lines" to the street. All exposed exterior roof vents, flashing and valleys shall be either copper or aluminum painted to match the rooftop. All exterior venting shall be in the rear of the residence, if possible.

BB. Landscaping.

A hardscape plan for each lot must be submitted to and approved by the Architectural Committee prior to the commencement of construction on any lot. No cottonwood, mimosa, mulberry or other aesthetically undesirable trees or plants shall be used in the landscaping of any lot. No trees under three (3) inches in diameter shall be planted or maintained on a lot as part of the initial, approved landscaping. All yards shall be fully sprinkled with an underground, permanent system regulated by an interior control system. Any terracing must be accomplished with hardscape materials approved by the Architectural Committee. The use of railroad ties is prohibited.

All lots must be completely sodded on the completion of a residence and prior to the occupancy thereof. The front and rear of all homes in Block 7 must be landscaped upon completion and prior to occupancy of the home on each lot. The initial landscaping shall be at a cost of no less than \$2,000.00 for the front yard and \$1,000.00 for the rear yard. A minimum of two trees will be planted in the front yard and one tree in the rear yard.

CC. Exterior Heating, Ventilation and Air Conditioning Equipment.

All exterior heating, ventilation and air conditioning equipment shall be screened from view. No window units shall be permitted.

DD. Utility Transformers.



All transformers and similar equipment located on a lot shall be screened from view.

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SECTION IV. HOMEOWNERS ASSOCIATIONS.

A. Association and Master Association.

1. Formation.

The accompanying Plat of Berwick on Cedar Ridge, Block 7, is a phase of a larger planned residential community which shall initially include the Subdivision, "Berwick on Cedar Ridge, Blocks 2, 3, 4, 5 and 6" and "Berwick on Cedar Ridge Block 1" (hereinafter all of the foregoing are collectively referred to as "Berwick on Cedar Ridge"). It is intended that the homeowners within each developed phase of Berwick on Cedar Ridge shall be included as members of a master homeowners association and in certain phases having distinct and separate common areas interests, homeowners will also be members of a separate neighborhood association as more fully set forth in the Declaration. Accordingly, the Owner has formed or shall cause to be formed, an association of the owners of all residential lots within Berwick on Cedar Ridge, which shall be named "Berwick on Cedar Ridge homeowners Association, Inc. (the "Master Association"), as well as the Association which includes all of the owners of residential lots in the Subdivision, for the general purposes of maintaining the private streets, entryways, storm water management and detention areas, reserve areas, trees and other common areas, in order to enhance the desirability and attractiveness of Berwick on Cedar Ridge, which includes all lots in the accompanying Plat, the foregoing subdivisions and any properties annexed thereto.

2. Membership.

Every record owner of a fee interest of a lot in the Subdivision shall be a member of the Association and the Master Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association and the Master Association.

3. Assessments.

Each record owner of the fee interest in a lot in the Subdivision covenants and agrees to pay to the Association and the Master Association an annual assessment established by the Association and the Master Association, which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas as designated on the plats and within Berwick on Cedar Ridge. The annual assessment on each lot shall be a lien on each lot as set forth in the Declaration and the Instrument of Formation for the Association and the Master Association.

4. Maintenance.

The Association shall be responsible for the maintenance of the common areas, the common area improvements, private streets and landscaping within all reserve areas and landscape easements designated on the Plat and the reserve areas are reserved for subsequent conveyance by the Owner to the Association. These facilities shall be maintained by the Association.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY.

A. ENFORCEMENT.

The covenants and restrictions set forth herein shall be covenants running with the land and which shall be binding upon the Owner, its grantees, successors and assigns. In the event the Owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, the Owner or any other owner of a lot in the Subdivision, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation and to recover damages for the violation thereof. The prevailing party in any such suit shall be entitled to recover a reasonable attorney's fee and the costs of the action.

Berwick on Cedar Ridge Block 7

Within the provisions of Section I, Streets, Easements and Utilities, are set forth certain covenants and certain enforcement rights pertaining thereto and shall inure to the benefit of and shall be enforceable by the City of Broken Arrow, Oklahoma in the event the Owner or any of its successors or assigns, or any person claiming under them shall violate or breach any of the covenants and restrictions set forth therein or imposed thereby. The beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, shall have the right to maintain any action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violations thereof. The covenants set forth in Section II, Planned Unit Development Restrictions, are established pursuant to the planned unit development provisions of the Broken Arrow Zoning Ordinance and shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma. In the event the Owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, the City of Broken Arrow, Oklahoma shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof.

Nothing herein contained, however, shall be construed, either expressly or impliedly, as prohibiting, limiting or restricting the right of the owner of any parcel of land within the addition to apply for and obtain at any time hereafter an amendment to PUD No. 142 provided, however, that any such amendment must be first approved in writing by the Owner and by the owners of at least 51% of the lots in the addition. The Owner may delegate its right to approve an amendment to the Architectural Committee.

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 sooner terminated or amended as hereinafter provided.

C. Severability.

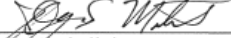
Invalidation of any covenant or restriction set forth herein, or any part thereof by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

D. Amendment.

The covenants contained within Section I, Streets, Easements and Utilities herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the lot or parcel to which the amendment or termination is to be applicable and approved by the Broken Arrow City Council or its successors and the City of Broken Arrow. The covenants contained within Section II, Planned Unit Development Restrictions, may be amended or terminated at any time by a written instrument signed by and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the City Council of the City of Broken Arrow or its successors, as to the provisions of any instrument amending or terminating the covenants set forth in Sections II hereof. The covenants within Section III, Private Building and Use Restrictions of the covenants within Section IV, Homeowners Association may be amended or terminated by a written instrument signed and acknowledged by the Owner during such time as it owns any lot in the Subdivision or any lot in any of the other phases of Berwick on Cedar Ridge without the approval of any other lot owners, or, in the alternative, by the owners of at least sixty-five percent (65%) of the lots in the Subdivision; PROVIDING, HOWEVER, that so long as the Owner owns any lot in the Subdivision or any lot in any of the other phases of Berwick on Cedar Ridge, any such amendment must be approved in writing by the Owner. The Owner may delegate its right to approve any such amendment to the Architectural Committee. Any such amendment shall be effective from and after the date it is properly executed and recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

IN WITNESS WHEREOF, RLAND Development Group, L.L.C., has executed this instrument this 12th day of July, 2006.

RLAND Development Group, L.L.C.,
an Oklahoma limited liability company

By: 
Jay Mitchell, its manager