

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

THAT PEMBROOKE PARK L.L.C. an Oklahoma limited liability company, is the Owner of the following described land:

A tract of land lying in the W/2 SE/4 Section 20, Township 18 North, Range 14 East of the Indian Base and Meridian, according to The U.S. Government Survey thereof, City of Broken Arrow, Tulsa County, State of Oklahoma, more particularly described as follows:

Beginning at the Northeast corner of said W/2 SE/4; thence S0°04'06"E along the East line thereof a distance of 992.85 feet to a point; thence S89°55'54"W a distance of 119.90 feet to a point; thence S87°47'20"W a distance of 50.01 feet to a point; thence S81°28'13"W a distance of 72.64 feet to a point; thence S62°38'28"W a distance of 475.17 feet to a point; thence S69°49'09"W a distance of 171.90 feet to a point; thence S20°00'00"E a distance of 12.59 feet to a point; thence S70°00'00"W a distance of 185.00 feet to a point on the Westerly line of CEDAR RIDGE EAST, an addition to the said City of Broken Arrow; thence N20°00'00"W along said Westerly line a distance of 698.05 feet to a point; thence Due North and along said Westerly line a distance of 702.53 feet to a point on the North line of said W/2 SE/4; thence S89°59'58"E along the said North line and along the South line of Pembroke Park Blocks 13 thru 17 and Pembroke Park Blocks 7 thru 12 according to the recorded Plots thereof, a distance of 1232.17 feet to the Point of Beginning, containing 31.7704 Acres, more or less.

AND THAT said PEMBROOKE PARK L.L.C., hereinafter referred to as the "Owner" have caused the same to be surveyed, staked and platted into blocks, lots, reserves and streets and has designated the same as the THE ESTATES AT PEMBROOKE PARK BLOCKS 1 THRU 8, a subdivision in the city of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

**SECTION I
STREETS, EASEMENTS AND UTILITIES**

A. Public Streets and General Utility Easements:

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

2. The undersigned OWNER does hereby dedicate for public use the easements and right-of-way shown on the accompanying plot for the several purposes of constructing, maintaining, operating, repairing, any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and right-of-ways for the uses and purposes aforesaid; PROVIDED HOWEVER, that the Owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plot for the purpose of furnishing water and sewer services to the area included in the plat.
3. No building structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, shall be placed, erected, installed or permitted upon the easements or right-of ways as shown.
4. The foregoing covenants concerning streets and easements shall be enforceable by the City of Broken Arrow, and the owner of each lot agrees to be bound hereby.

B. Underground Service:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the parameter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. 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 right-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in easement ways.
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 the lot. Provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have definitive, permanent, effective and non-exclusive right-of-way easement on the lot, covering a 5 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 the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plot 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 each 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 damage or relocation of such facilities cause 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 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. The Owner of each lot shall be responsible for the protection of the public water and sewer mains located on or in the lot.
2. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon 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 or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or agents or contractors of the owner.
4. The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement-ways shown on the plot or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground water or sewer facilities.
5. The owner of a lot shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance or repair of the public water or

sewer facilities within the easement areas situated upon such owner's lot; provided, however, the City of Broken Arrow shall use reasonable care in the performance of such activities.

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

D. Gas Service:

1. The Supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this certificate 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 their lot and shall prevent the alteration, 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 facilities caused or necessitated by acts of the Owner, or its agents or contractors.
3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.

E. Paving and Landscaping Within Easements:

1. The Owner of the lot 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 Tulsa, or the supplier of the utility service shall use reasonable care in the performance of such activities.

SECTION II SURFACE DRAINAGE

A. Surface Drainage:

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions

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

Section III ZONING AND DEVELOPMENT RESTRICTIONS

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

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

A. Use of Land:

1. The development of THE ESTATES AT PEMBROOKE PARK BLOCKS 1 THRU 8 shall be subject to the provisions of the Broken Arrow Zoning Ordinance, as the same existed on May 17, 1993, 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. Overland Drainage Easement:
 - a. The drainage facility constructed in the rear of the Lots of Blocks 4 and 5 are to be maintained by the Owners of the Lots on which the drainage facility is situated. Upon failure of a Lot Owner to properly maintain said drainage facility, The Pembroke Park Owners Association Inc., or its designate shall have the right to enter said Lot and perform the necessary maintenance. Cost for this work is to be paid for by the Lot owner.
 - b. No structure of any kind will be allowed in the overland drainage easement including fences, yard debris, storage sheds, building materials, or children's play equipment. No change of grade by filling or excavating will be permitted.
 - c. Removal of siltation within the confines of the overland drainage easement will be by the homeowner's association.

SECTION IV PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 1, 2012, of which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after November 1, 2007, the then owners of a majority of all the lots in said Addition, as approved by the Broken Arrow Planning Commission and the Broken Arrow City Council, may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then owners of a majority of all lots in said Addition and duly filed of record in the office of the County Clerk of Tulsa County, Oklahoma; notwithstanding the above, these covenants may be amended at any time by a vote of the owners of 60% of the lots in said Addition.

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or secure damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover his costs and reasonable attorney's fees.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

A. Number of Structures:

No more than one structure shall be erected on any single family lot as now platted.

B. Building Height:

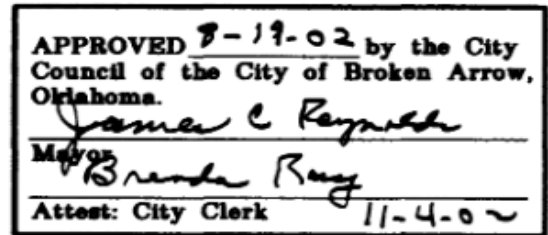
No structure which exceeds two stories in height shall be placed, altered or permitted to remain on any building lot.

C. Building Set-Back Standards:

No building or parts thereof, except porches and terraces, without covers, shall be constructed and maintained on any lot nearer to the front or side street lot lines than the twenty-five (25) foot building lines established on the recorded plot of said Addition, or nearer than Five (5) feet to any side lot line: providing that the total of the side yards shall not be less than fifteen (15) feet.

D. Building Size:

No dwelling shall be erected on any single family residential lot, the ground floor of the main structure of which, exclusive of open porches and garages, is less than One Thousand Eight Hundred (1,800) square feet in area for a one-story dwelling. Total footage in a one and one-half story dwelling or a two story dwelling must total no less than Two Thousand Two Hundred (2,200) square feet. The Architectural Design Committee reserves the right to change the square footage requirements.



E. Garages:

All single family residences must have a private garage for not less than two cars attached to the residence.

F. Exterior Construction Requirements:

Exterior walls of the first floor, excluding covered porches, windows and doors, shall be 100 percent brick, stone or stucco.

G. Roofs:

All houses, garages and building of any kind must have a roof covering of weathered, wood colored, asphalt shingles. Heritage II or equivalent, or other roof covering approved in writing by the Architectural Design Committee. No dwelling shall have a roof pitch, except porches & patio roofs, of less than 8" in 12". Porches, Dormers and patio roofs shall not have a roof pitch of less than 4" in 12", and must be approved by the Architectural Design Committee.

H. Windows:

Mill finished windows will not be permitted.

I. Fences – Fence Set-Back:

Owners of lots abutting Cedar Ridge East Addition, The Trails, shall erect and maintain a six foot privacy fence. These fences shall all be of like material.

Chain link fencing will not be permitted. All fences shall not be constructed nearer the street than the front building line shown on the plat.

J. Mail Boxes:

Mail Boxes are to be a free-standing metal type to be standardized and approved by the Architectural Design Committee prior to setting.

K. Restricted Structures:

No modular or mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, and occupants shall not be permitted in any such structure. No structures previously used or erected shall be moved onto any lot. Basketball goals will not be allowed.

L. Storage of Boats, Trailers, and recreational Vehicles:

Boats, trailers, campers, inoperable vehicles or other recreational vehicles shall not be parked on any lot for a period exceeding 24 hours. Storage or parking of recreational vehicles exceeding 24 hours must be in enclosed garages.

M. Cleanup During Construction:

The builder of a house must keep the lot cleaned up during construction. If the builder fails to do so, the Architectural Committee or its agent may have the lot cleaned. Cost for this work will be at the expense of the builder.

N. Satellite Dishes:

Satellite Dishes exceeding 18" in diameter shall be prohibited except as follows: (1) Approval of installation by the Architectural Design Committee, (2) Screening to be no less than maximum height of the receiving dish, unless otherwise approved in writing by the Design Committee and (3) Under no condition shall a satellite dish be located in the front yard or within Five (5) feet from any side or rear property line or within an utility easement or within a drainage easement or within the rear building line.

O. Noxious Activity and Pets:

No noxious or offensive trade or activity shall be carried on in any part of the property above described which may be or become an annoyance or nuisance to the neighborhood; no animals, livestock or poultry of any kind shall be raised,

bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

P. Vehicular Sight Distance:

Fences, walls, hedges or shrubs at street intersections and on corner lots shall meet the requirements of the Code of the City of Broken Arrow.

Q. Architectural Design Committee Requirements:

Before obtaining a building permit from the City of Broken Arrow the following requirements and procedures must be followed: No building, fence, wall or any type of structure shall be commenced, erected, or maintained nor shall any addition thereto or change or alteration thereon be made until plans and specifications, plot plan and grading plan therefore or information satisfactory to the Architectural Design Committee shall have been submitted to, and approved in writing by the Committee. In passing on such plans, specifications, plot plans and grading plan, the Architectural Design Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same and the harmony thereof with the surrounding area and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. Should plans be submitted and no action taken by the Committee within fourteen (14) days of the submission of said plans, then in such case said plans shall be deemed approved. The members of the Architectural Design Committee shall be Boos Builders, Inc.; Perry Hood Properties, Inc.; David Gibson, Inc., and Homes by Classic Properties, LLC or their duly authorized representatives. In the event of death or resignation of one of the Committee, the remaining member shall have authority to designate a successor. The members of the Committee reserve the right to dissolve the committee by a simple majority vote. In the event of such dissolution, Architectural and Design approval shall rest in the Board of Directors of Pembroke Park Home Owners Association, if such organization is then in existence.

The Architectural Design Committee reserves the right in their sole discretion and without joinder of any owner at any time so long as any of its members are the owner of any lot or part thereof to amend, revise, or abolish, as approved by the Broken Arrow Planning Commission and the Broken Arrow City Council, any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Court House of Tulsa County, Oklahoma.

SECTION V
HOMEOWNER'S ASSOCIATION

A. Formation and Purpose:

The Owner has formed or shall cause to be formed the Estates of Pembroke Park Owners Association, Inc. (hereinafter referred to as the "Association"), a non-profit entity pursuant to the General Corporation Act of the State of Oklahoma for the purpose of maintaining the reserve area and common areas within the subdivision, the entrance and borders, enhancing the value, desirability and attractiveness of the Subdivision.

B. Membership:

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

C. Covenant for Assessments:

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

D. Certain Rights of the Association:

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

SECTION VI
AGREEMENT BETWEEN PEMBROOKE PARK L.L.C. and
THE TRAILS HOMEOWNERS ASSOCIATION
(As filed in the Tulsa County Clerk's Office, Book 6774, Page 0151 and 0152)

This agreement is effective September 21, 2001, between Pembroke Park L.L.C. (Pembroke Park) an Oklahoma Limited Liability Company and its successors and assigns and The Trails Homeowner Association, an Oklahoma Corporation.

To satisfy the requirements of the City of Broken Arrow and the Trails Homeowners Association, for good and valuable consideration, the parties agree to the following:

1. Pembroke Park will regrade area West of Aster Avenue to pond, install a concrete channel to be determined by Cox Engineering, and install solid slab sodding over an erosion protection mat. Pembroke Park will increase capacity of pond located within "The Trails" by dredging East end (pond area east of fountain location). Amount to be dredged, not less than four feet in depth, will be determined by Cox Engineering and approved by the Trails Homeowners Association and the City of Broken Arrow. Dredging will begin at the request of The trails Homeowners Association no later than June 1, 2022 and will be completed within 45 days of beginning of work.
2. Pembroke Park will repair concrete outlet structure on West end of pond located in "The Trails". Specifications will be determined by Cox Engineering and approved by The Trails Homeowners Association and the City of Broken Arrow.
3. Pembroke Park will name the development "Pembroke Park South".
4. Pembroke Park will include wording in the covenants requiring home sites which border "The Trails" to erect and maintain a six foot privacy fence of like materials on the West side of property line as specified in Pembroke Park South's covenants. Said covenants will also specify that access to "The Trails" will not be permitted.
5. Pembroke Park will install demarcation pillars at the entrance of Pembroke Park south on Kent Street and Kent Place. Said pillars will be of similar design to attached photograph with brick and/or stone surface. One of each pair of pillars bear the name "Pembroke Park South".
6. A copy of Pembroke Park South's covenants shall be furnished to The Trails Homeowners Association.

7. Pembroke Park will supply The Trails Homeowners Association with all plans and specifications relating to this agreement prior to commencement of the work described herein.
8. This contract shall become null and void should the City of Broken Arrow require Pembroke Park to install a detention pond in Pembroke Park 4, Phase I.

PEMBROOKE Park L.L.C. AND THE TRAILS HOMEOWNERS ASSOCIATION have contemporaneously herewith and for the same consideration entered into a certain Agreement (herein "Agreement") dated the 21st day of September, 2001, regarding the Properties known as The Trails and Pembroke Park South located within Broken Arrow Oklahoma.

This ADDENUM TO THE AGREEMENT and for the purpose of amending and supplementing the same the parties further agree as follows:

1. Paragraph 1 is amended as follows: 1. Pembroke Park will make changes to the detention pond located within The Trails per Plans approved May 2, 2002 by the City of Broken Arrow. Dredging will begin at the request of The Trails Homeowners Association.
2. Paragraph 3 is amended as follows: 3. Pembroke Park will name the development "The Estates at Pembroke Park".
3. Paragraph 4 is amended as follows: 4. Pembroke Park will include wording in the covenants requiring home sites which border "The Trails" to erect and maintain a six foot privacy fence of like material on the east side of the west property line as specified in The Estates at Pembroke Park covenants. Said covenants will also specify that access to the walking paths in "The Trails" will not be permitted.
4. Paragraph 8 is amended as follows: 8. This contract shall become null and void should the City of Broken Arrow require Pembroke Park to install a detention pond in The Estates at Pembroke Park, Blocks 1 through Block 8.
5. Paragraph 9 is added: 9. The Trails Homeowners Association understands and allows the Pembroke Park storm water to be detained in "The Trails" pond.
6. Paragraph 10 is added: 10. This agreement shall be recorded in the Tulsa County Clerk's Office for each Platted property and shall be binding on the parties hereto, their heirs and assigns and shall run with the land. No amendment to this agreement shall be made without the prior approval of the City of Broken Arrow and any such approved amendment shall also be recorded in the Tulsa County Clerk's office.

WITNESS our hand this 31st day of October, 2002.

PEMBROKE PARK L.L.C.

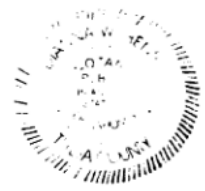
[Signature]
Dan Guterman - Manager

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of October, 2002, personally appeared DAN GUTERMAN to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

My Commission Expires: January 7, 2006
No. 01020314
[Signature]
Notary Public



CERTIFICATE OF SURVEY

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

Signed and sealed this 31st day of October, 2002.

COX & ASSOCIATES, INC.

By: [Signature]
Jack C. Cox, Reg. Land Surveyor #531



APPROVED 9-17-02 by the City Council of the City of Broken Arrow, Oklahoma.
[Signature]
Mayor
Attest: City Clerk [Signature] 11-4-02

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of October, 2002, personally appeared JACK C. COX, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Cox & Associates, Inc. for the uses and purposes therein set forth.

My Commission Expires: January 7, 2006
No. 01020314
[Signature]
Notary Public

