

DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS

HAMPTON SOUTH  
PLAT NO. 4788

HAMPTON SOUTH II  
PLAT NO. 4826

A Subdivision in the City of Tulsa, Tulsa County, Oklahoma, a Subdivision situated in a part of the S ½ of the NE ¼ of Section 7, Township 18 North, Range 14 East.

Corridor District Plan Z-4789-SP-2

KNOW ALL MEN BY THESE PRESENTS:

LIBERTY CHALLENGER CORPORATION, an Oklahoma Corporation, hereinafter referred to as the "Owner/Developer", is the Owner of the following described land in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

(Hampton South) A tract of land situated in the South Half of the Northeast Quarter (S/2 NE/4) of Section 7, Township 18 North, Range 14 East, Tulsa County, Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit: Beginning at the Southeast Corner of said S/2 NE/4; thence N 89°40'54" W and along the South line of said S/2 NE/4 for 1,273.90 feet; thence N 0°10'32" W for 1,322.90 feet to a point on the North line of said S/2 NE/4; thence S 89°43'22" E and along the North line of said S/2 NE/4 for 716.82 feet to a point 564.98 feet West from the Northeast corner thereof; thence S 0°19'06" W for 769.39 feet; thence S 89°40'54" E for 567.02 feet to a point on the East line of said S/2 NE/4; thence S 0°10'00" W and along the East line of said S /2 NE /4 for 554.00 feet to the point of beginning, and containing 28.8202 acres more or less,

And has designated the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "HAMPTON SOUTH", a subdivision in the City of Tulsa, Tulsa County, Oklahoma.

(Hampton South II) A tract of land situated in the South Half of the Northeast Quarter (S/2 NE/4) of Section 7, Township 18 North, Range 14 East, Tulsa County, Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit: Beginning at a point on the South line of said S/2 NE/4, said point being N 89°40'54" W a distance of 1273.90 feet from the Southeast corner thereof; thence N 89°40'54" W along said South line a distance of 1045.97 feet to a point on the Easterly R/W line of the Mingo Valley Expressway Right of Way, 318.72 feet East of the Southwest corner of said S/2 NE/4; thence N 0°07'42" W along said R/W line a distance of 1322.08 feet to a point on the Northerly line of said S/2 NE/4 311.94 feet East of the Northwest corner thereof; thence S 89°43'32" E along said Northerly line a distance of 1044.87 feet; thence S 0°10'32" E a distance of 1322.90 feet to the point of beginning, containing 31.738 acres, more or less,

And has caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets in conformity with the accompanying plat, and has designated the subdivision as "HAMPTON SOUTH II", a subdivision in the City of Tulsa, Tulsa County, Oklahoma.

## SECTION I. STREETS, EASEMENTS AND UTILITIES

### A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use, the streets as depicted on the accompanying plat, and does further dedicate for public use the utility easements as depicted on the accompanying plat as "u.e." or "util. esmt.", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, together with similar easement rights in the public streets, and within the easement areas and street rights-of-way depicted on the accompanying plat, no building, structure, or other obstruction, whether above or below ground, which interferes with the uses and purposes of the easements and streets shall be permitted; PROVIDED, HOWEVER, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines together with the right or ingress and egress for such construction, maintenance, operation, laying, and re-laying over, across, and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat.

### B. Underground Service

1. Overhead lines for the supply of electric, telephone, and cable television services may be located along the East, South, and West boundaries of the subdivision within the public street and utility easements herein established, or within the easement extending along the West boundary of the subdivision (Hampton South I) having been heretofore conveyed to Public Service Company of Oklahoma (recorded in Book 5216 at Page 1165 of the records of the County Clerk of Tulsa County, Oklahoma). Street light poles or standards may be served by underground cable, and elsewhere throughout the subdivision all supply lines shall be located underground, in the easement-ways reserved for general utility services and public streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement-ways.

2. Within the easement heretofore conveyed to Public Service Company of Oklahoma and extending along the West boundary of the subdivision (Hampton South I), no structure, except electric power poles, shall extend more than 48 inches above ground.

3. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structures as may be located upon the lot; provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on the lot, covering a 5-foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.

4. The supplier of electric, telephone, and cable television services, through its agents and employees, shall at all times have 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 the underground electric, telephone, or cable television facilities installed by the supplier of the utility service.

5. 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, or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

6. The foregoing covenants set forth in this Paragraph B shall be enforceable by the supplier of the electric, telephone, or cable television service, and the owner of the lot agrees to be bound hereby.

#### C. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his or her lot.

2. Within the depicted utility easement areas, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains shall be prohibited.

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

4. The City of Tulsa or its successors, through its agents and employees, shall at all times have right of access with their equipment 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 underground water and sewer facilities.

5. The foregoing covenants set forth in this Paragraph C shall be enforceable by the City of Tulsa or its successors, and the owner of the lot agrees to be bound hereby.

#### D. Drainage Easement

1. For the common use and benefit of the owners of lots within HAMPTON SOUTH (and HAMPTON SOUTH II), and for the benefit of the City of Tulsa, Oklahoma, the Owner/Developer herein establishes and grants perpetual easements on, over and across those areas depicted on the accompanying plat as "drainage easement" for the purposes of permitting the flow, conveyance, and discharge of storm water runoff from the various lots within HAMPTON SOUTH and from properties outside of HAMPTON SOUTH.

2. Drainage facilities constructed in drainage easements shall be in accordance with adopted standards of the City of Tulsa and plans and specifications approved by the Stormwater Management Department of the City of Tulsa.

3. No fence, wall, building, or other obstruction may be placed or maintained in the drainage easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Stormwater Management Department of the City of Tulsa; provided, however, that the planting of turf or single trunk trees having a caliper of not less than 2-1/2 inches shall not require the approval of the Stormwater Management Department of the City of Tulsa.

4. The drainage easement areas and facilities thereon located shall be maintained by the owner of the lot upon which the drainage easement is located at his cost in accordance with standards

prescribed by the City of Tulsa. In the event the owner of a lot over which a drainage easement is located should fail to properly maintain the easement area and facilities thereon located or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Tulsa or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot. In the event the owner of the lots fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, and thereafter the cost shall be a lien against the lot which may be foreclosed by the City of Tulsa.

#### 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 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 foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner, and by the City of Tulsa.

#### F. Exercise of Regulatory Authority

Any powers of the Stormwater Management Department of the City of Tulsa, Oklahoma, granted by the provisions of Paragraph D, Drainage Easement, or Paragraph E, Surface Drainage, hereof may in all instances be exercised by the governing body of the City of Tulsa, Oklahoma, whether or not an otherwise determinative action of the Stormwater Management Department of the City of Tulsa, Oklahoma has been taken.

#### G. Termination of Public Rights

Any public rights in a drainage easement may be terminated, released, or cancelled upon resolution being adopted by the governing body of the City of Tulsa, Oklahoma.

#### H. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress and egress from any portion of the property adjacent to South Garnett Road within the bounds designated as "Limits Of No Access" (L.N.A.) on the accompanying plat, which "Limits Of No Access" may be amended or released by the Tulsa Metropolitan Area Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

#### I. Paving and Landscaping within Easements

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

### SECTION II. RESTRICTIONS

WHEREAS, HAMPTON SOUTH is within a CO (Corridor District) as provided for within Sections 800-850 of Title 42, Tulsa Revised Ordinances (Tulsa Zoning Code); and

WHEREAS, the Corridor District provisions of the Tulsa Zoning Code require that before the issuance of building permits, that a Corridor Site Plan shall be submitted to and approved by the Tulsa Metropolitan Area Planning Commission, and the Board of Commissioners of the City of Tulsa, Oklahoma, and

WHEREAS, the Tulsa Metropolitan Area Planning Commission, on April 20, 1988, and the Board of Commissioners of the City of Tulsa, on May 13, 1988, approved the Corridor Site Plan for SOUTHBROOK V, and subsequently a minor amendment to the Corridor Site Plan was approved by the Tulsa Metropolitan Area Planning Commission on September 20, 1989, and the accompanying plat is in conformity with the approved Corridor Site Plan; and

WHEREAS, the Corridor District provisions of the Tulsa Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Tulsa, Oklahoma, sufficient to assure the implementation, and continued compliance with approved site plan; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to assure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Tulsa, Oklahoma.

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

A. Use of Land

1. The development of HAMPTON SOUTH shall be subject to the Corridor District provisions of the Tulsa Zoning Code, Sections 800-850, Title 42, Tulsa Revised Ordinances, as the same existed on April 20, 1988, or as subsequently amended to the extent that any amendment does not impose additional restriction on the development of HAMPTON SOUTH.

2. All lots, with the exception of Reserve "A" (the park), shall be known and described as residential lots and shall be used for single-family residences and purposes, and shall comply with the bulk and area provisions of an RS-3 Residential Single Family District as the same existed on April 20, 1988.

3. The number of dwellings within the subdivision shall not exceed 106 (in Hampton South I) and 120 (in Hampton South II), a total of 226.

4. Reserve "A" (the park) shall be used for open space and recreation, and may include, but shall not be limited to, a swimming pool and a recreation building, and Reserve "B" (the entry median area) shall be used for open space, landscaping, and signage identifying the subdivision, and Reserve "A" and Reserve "B" are reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section III hereof.

B. Architectural Committee – Plan Review

1. No building, fence, wall, or free-standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by Stephen Jackson or Stephen Heyman, or Terry L. Davis Construction, Inc., or their authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a plot plan depicting the facing of the building, drainage, and grading plans and exterior materials and color scheme. In the event of the death or resignation of any member of the Architectural Committee, the remaining

members or member shall have authority to appoint a representative to fill the vacancy, and an appointed member shall have the same authority as their predecessor. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, color scheme, materials, and plot plans submitted to it as herein required within ten (10) days after such submission, or in the event no suit to enjoin the erection of the building or structure or the making of such alteration has been commenced prior to the 30<sup>th</sup> day following 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. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

3. The powers and duties of the Architectural Committee shall, on the 1<sup>st</sup> day of January 2010, be deemed transferred to the homeowners' association provided for in Section III, or upon written assignment to the homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

#### C. Yards and Setbacks

1. Street Setback and Building Facing. No building shall be erected or maintained nearer to a street than the building setback lines depicted on the plat. On corner lots having a 15-foot building setback on one street and a 25-foot setback on the other street, the dwelling shall face the street having the 25-foot setback line; Provided, however, no garage opening shall be nearer than 20 feet to any street that the garage is facing.

2. Side Yard. Each lot shall maintain side yards of not less than 5 feet in width.

3. Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; Provided, however, customary accessory structures may be located in the required rear yard, but no building shall be erected nearer than 5 feet to any lot line, nor encroach upon any utility easement.

#### D. Floor Area of Dwellings

1. Living Area. A one-story dwelling shall have at least 1,700 square feet of finished heated living area. One and one-half or two-story dwellings shall have at least 1,200 square feet of finished heated living area on the first floor, and 600 square feet of finished heated living area on the second floor.

2. Computation of Living Area. The computation of living area shall not include any basement or attic area used for storage. All living area measurements shall be taken horizontally at the top plate level to the face of the outside wall. Required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall

be 7 feet 6 inches for at least one-half the required living area, and any area of less than 5 feet in height shall be excluded.

3. Waiver. The Architectural Committee may waive, in particular instance, the floor area requirements set out in Subsection D(1).

#### E. Roof Pitch

Pitch. The roof of the dwelling shall have a pitch of at least 6/12 over 75 percent of the total roof area, and none of the roof area shall have a pitch of less than 3/12.

Waiver. The Architectural Committee may waive, in particular instance, the roof pitch requirements set out in Subsection E(1).

#### F. Garage.

Each dwelling shall have an attached garage for at least two automobiles. Carports are prohibited.

#### G. Building Material Requirements

1. Exterior Walls. The exterior walls of the dwelling erected on any lot shall be of at least 75% brick, stone, or stucco; Provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls.

2. Foundation or Stem Walls. No concrete block, poured concrete, or any other foundation or stem wall shall be exposed unless constructed of brick or stone.

3. Roofing. The roof of the dwelling erected on any lot shall be wood shingle or composition shingle equal to or exceeding the quality or the composition shingle known as "Heritage II". All roofs shall have a color similar to the color of weathered wood roofing.

4. Rooftop Protrusions. Sheet metal vents, flue liner terminals, chimney caps, and other rooftop protrusions shall be painted.

5. Windows. The frames of aluminum windows shall be finished.

6. Waiver. The Architectural Committee may waive, in particular instance, the building material requirements set out in Subsection G(1), (2), (3), (4), and (5).

#### H. Commercial Structures

No building or structure shall be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot.

#### I. Livestock and Poultry Prohibited

No animal, livestock, or poultry 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 commercial purposes.

J. 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.

K. Signs Prohibited

The construction or maintenance of advertising signs or other advertising structures on any lot is prohibited, except as follows:

1. Signs advertising the sale or rental of a property are permitted provided they do not exceed 9 square feet in display surface area.
2. During the development period of Hampton South, signs advertising the subdivision or the initial offering of a lot may be located at the entrances to Hampton South.
3. Permanent signs identifying the subdivision may be located within Reserve "B".

L. Existing Buildings

No existing erected building may be moved onto or placed on any lot.

M. Temporary Structures and Outbuildings

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

N. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked, or stored on any public street within the subdivision for a continuous period exceeding 24 hours, or located, parked, or stored on any lot for a continuous period exceeding 24 hours if it is within view from a public street or an adjoining lot.

O. Antennaes

1. No exterior radio or television tower, aerial, antenna, or satellite dish shall be located upon any lot.
2. The Architectural Committee may waive, in particular instance, the prohibition set out in Subsection O(1).

P. Perimeter Fences or Walls

The Owner/Developer herein establishes for the benefit of the homeowners' association provided for in Section III, an exclusive perpetual easement along the Easterly boundary of the lots abutting South Garnett Road as depicted on the accompanying plat as "fence easement" for the purposes of the erection and maintenance of decorative and/or security fencing and walls and entrance

architectural features, hereinafter referred to as "perimeter fences or walls". The homeowners' association shall have the obligation to maintain the perimeter fences or walls. No lot owner shall construct any fence or wall within 25 feet of the right-of-way of South Garnett Road except a fence or wall extending substantially perpendicular to the perimeter fence or wall situated upon the lot.

Q. Interior Fences or Walls

Fences or walls situated upon residential lots, other than the perimeter fences or walls to be located along the South Garnett Road boundary of the subdivision, shall comply with the following:

1. No fence or wall shall exceed 6 feet in height. No fence or wall shall be erected or maintained nearer to the interior streets of the subdivision than the building setback lines depicted on the plat.
2. Fences or walls shall be of wood, brick, stone, stucco, or wrought iron.
3. No fence or wall shall be erected on any lot until the specifications and design thereof are approved by the Architectural Committee as provided within subsection B of Section II.
4. The Architectural Committee may waive, in particular instance, the requirements and limitations set forth in Subsections Q(1) and (2).

R. Mailboxes

1. A free-standing mailbox shall be located so that the front face is located approximately 6 inches behind the face of 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 contiguous lot area.
2. The bottom of the free-standing mailbox shall be approximately 38 inches above the adjoining street level.
3. No free-standing mailbox shall be erected on any lot until the specifications and design thereof are approved by the Architectural Committee, as provided within Subsection B of Section II.
4. The Architectural Committee may waive, in particular instance, the requirements or limitations set forth in Subsections R(1), and (2).

SECTION III. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed the Hampton South Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of Hampton South.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of the lot. The acceptance of a deed to a lot shall constitute acceptance of membership to

the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot within HAMPTON SOUTH. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

D. Certain Rights of the Association

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

SECTION IV. 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. With the provisions of Subsection B, Underground Service, Subsection C, Water and Sewer Service, Subsection D, Drainage Easement, and Subsection E, Surface Drainage, of Section I, are set forth certain covenants and the enforcement rights pertaining thereto. The covenants contained in Subsection A, Use of Land, of Section II, are established pursuant to the Corridor District provisions of the Tulsa Zoning Code and shall inure to the benefit of the owners of lots within the subdivision, shall inure to the benefit of the homeowners' association provided for in Section III, and shall inure to the benefit of the City of Tulsa, Oklahoma. The remaining covenants within Section II shall inure only to the benefit of owners of lots within the subdivision, and the homeowners' association provided for in Section III. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the subdivision or the homeowners' association, or the City of Tulsa, as to violations of the covenants contained in Subsection A of Section II, to maintain any action at law or equity against the person or persons violating or attempting to violate such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages.

B. Duration

These restrictions shall remain in full force and effect until January 1, 2010, and shall automatically be continued thereafter for successive periods of ten (10) years, unless terminated or amended as hereinafter provided.

C. Amendments

The covenants contained within Subsection A of Section II may be amended or terminated by a written instrument signed and acknowledged by the Tulsa Metropolitan Area Planning Commission, or its successors, and by the owners of more than 75% of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded. The remaining covenants within Section II may be amended or terminated by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the

record owner of at least ten (10) lots within HAMPTON SOUTH, and the provisions of such instrument shall be binding from and after the date it is properly recorded, or alternatively, the remaining covenants within Section II may be amended or terminated by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and the provisions of such instrument shall be binding from and after the date it is properly recorded.

D. Severability

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

(signature page for Hampton South)

IN WITNESS WHEREOF: LIBERTY CHALLENGER CORPORATION, an Oklahoma corporation, has executed this instrument this 17th day of January, 1990.

(CORPORATE SEAL)  
ATTEST: Shirley D. Jeffries  
Asst. Secretary

LIBERTY CHALLENGER CORPORATION,  
an Oklahoma corporation  
BY: Stephen E. Jackson  
Title: President

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

This instrument was acknowledged before me this 17th day of January, 1990, by Stephen E. Jackson, as President of LIBERTY CHALLENGER CORPORATION, an Oklahoma corporation.

(SEAL)

Lucinda Ann Cunningham  
Notary Public

My Commission expires: April 15, 1991

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, a Registered Professional Engineer and Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land herein described above, and that said plat designated herein as "HAMPTON SOUTH", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices.

WITNESS my hand and seal this 17th day of January, 1990.

LANSFORD ENGINEERING COMPANY  
BY: Raymond E. Lansford, (SEAL)  
Registered Professional Engineer  
and Registered Land Surveyor

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

This instrument was acknowledged before me this 17th day of January, 1990, by RAYMOND E. LANSFORD, Registered Professional Engineer and Registered Land Surveyor, of LANSFORD ENGINEERING COMPANY.

(SEAL)

Darline J. Lansford,  
Notary Public

My commission expires: October 6, 1993

C E R T I F I C A T E

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of 161.25 per trust receipt no. 5196 to be applied to 1990 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1990 taxes in full but is given in order that this plat may be filed of record. 1990 taxes could exceed the amount of security deposit.

Dated February 7, 1990.

JOHN F. CANTRELL  
TULSA COUNTY TREASURER  
BY: Rogena Perkins,  
Deputy

FINAL PLAT  
C E R T I F I C A T E O F A P P R O V A L

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on December 13, 1989.

Jay Stump,  
TMAPC/INCOG OFFICIAL

This approval is void if this plat is not filed in the office of the County Clerk on or before December 13, 1990.

Charles Hardt,  
County or City Engineer

APPROVED February 2, 1990, by the Board of Commissioners of the City of Tulsa, Oklahoma.

Roger Randle,  
Mayor

Phillip W. Wood,  
Attest: City Auditor

Neal E. McNeill,  
Approved: City Attorney

PLAT HERETO ATTACHED.

(signature page for Hampton South II)

IN WITNESS WHEREOF: LIBERTY CHALLENGER CORPORATION, an Oklahoma corporation, has executed this instrument this 25th day of January, 1991.

(CORPORATE SEAL)  
ATTEST: Linda Armstrong  
Asst. Secretary

LIBERTY CHALLENGER CORPORATION,  
an Oklahoma corporation  
BY: Terry Davis  
Title: Vice President

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

This instrument was acknowledged before me this 25th day of January, 1991, by Terry L. Davis, as Vice President of LIBERTY CHALLENGER CORPORATION, an Oklahoma corporation.

(SEAL) Kathy Catalano  
Notary Public

My Commission expires: February 25, 1994

CERTIFICATE OF SURVEY

I, RAYMOND E. LANSFORD, a Registered Professional Engineer and Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land herein described above, and that said plat designated herein as "HAMPTON SOUTH II", a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, is a representation of a survey made on the ground using generally accepted practices.

WITNESS my hand and seal this 25th day of January, 1991.

LANSFORD ENGINEERING COMPANY  
BY: Raymond E. Lansford, (SEAL)  
Registered Professional Engineer  
and Registered Land Surveyor

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

This instrument was acknowledged before me this 25th day of January, 1991, by RAYMOND E. LANSFORD, Registered Professional Engineer and Registered Land Surveyor, of LANSFORD ENGINEERING COMPANY.

(SEAL) Darline J. Lansford,  
Notary Public

My commission expires: October 6, 1993