

“LEGENDS II”

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

Know All Men By These Presents:

That 81st and Memorial LLC, an Oklahoma limited liability company, hereinafter referred to as “owner”, is the owner of the following described land in the City of Bixby, Tulsa County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF THE EAST HALF (E/2) OF SECTION TWENTY FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

STARTING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 25; THENCE N 1°03'19" W ALONG THE EASTERLY LINE OF SAID SE/4 A DISTANCE OF 1741.30 FEET TO THE “POINT OF BEGINNING” OF SAID TRACT OF LAND, SAID POINT ALSO BEING THE NORTHEAST CORNER OF “LEGENDS”, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE S 88°36'13" W AND PARALLEL WITH THE SOUTHERLY LINE OF THE SE/4 OF SECTION 25 AND ALONG THE NORTHERLY LINE OF SAID “LEGENDS” A DISTANCE OF 1377.15'; THENCE S 05°32'26" W A DISTANCE OF 39.51'; THENCE N 84°27'34" W A DISTANCE OF 125.92' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 93RD EAST AVENUE; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT WITH A CHORD BEARING OF N 07°33'48" E, A CHORD LENGTH OF 16.02', A CENTRAL ANGLE OF 00°56'29" AND A RADIUS OF 975.00' FOR 16.02'; THENCE N 81°57'58" W A DISTANCE OF 50.00' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 93RD EAST AVENUE; THENCE S 88°36'13" W A DISTANCE OF 139.41' TO A POINT ON THE EASTERLY LINE OF A DRAINAGE/DETENTION EASEMENT AS DESCRIBED IN “ASSIGNMENT OF DRAINAGE/DETENTION EASEMENT AGREEMENT CORRECTED”, RECORDED IN BOOK 6721, PAGE 867; THENCE ALONG SAID EASTERLY LINE AS FOLLOWS: N 18°16'09" E A DISTANCE OF 70.31 FEET; THENCE N 12°13'58" W A DISTANCE OF 285.68 FEET; THENCE N 66°48'18" E A DISTANCE OF 109.06 FEET; THENCE N 65°38'42" E A DISTANCE OF 45.27 FEET; THENCE N 04°45'01" E A DISTANCE OF 69.50 FEET; THENCE N 10°59'44" W A DISTANCE OF 126.70 FEET; THENCE N 01°45'21" E A DISTANCE OF 88.50 FEET; THENCE N 17°30'13" E A DISTANCE OF 240.99 FEET; THENCE N 46°00'15" E A DISTANCE OF 129.99 FEET; THENCE N 21°48'57" E A DISTANCE OF 88.78 FEET; THENCE N 02°30'09" E A DISTANCE OF 52.20 FEET; THENCE N 04°42'44" W A DISTANCE OF 207.58 FEET; THENCE N 14°03'19" W A DISTANCE OF 221.84 FEET; THENCE N 38°02'47" E A DISTANCE OF 167.03 FEET; THENCE N 23°43'21" E A DISTANCE OF 49.28 FEET; THENCE N 11°59'19" E A DISTANCE OF 118.59 FEET; THENCE N 00°02'59" W A DISTANCE OF 216.30 FEET; THENCE N 13°44'15" E A DISTANCE OF 25.94 FEET TO THE SOUTHWEST CORNER OF “SPICEWOOD POND”, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE S 73°24'38" E ALONG THE SOUTHERLY LINE OF SAID “SPICEWOOD POND” A DISTANCE OF 674.61 FEET; THENCE S 16°35'22" W A DISTANCE OF 525.52 FEET; THENCE S 01°02'51" E PARALLEL WITH THE EASTERLY LINE OF THE NORTHEAST QUARTER (NE/4) OF SECTION 25 A DISTANCE OF 664.00 FEET; THENCE N 88°56'41" E A DISTANCE OF 800.00 FEET TO A POINT ON THE EASTERLY LINE OF THE SE/4 OF SAID SECTION 25; THENCE S 01°03'19" E ALONG SAID EASTERLY LINE A DISTANCE OF 714.08 FEET TO THE “POINT OF BEGINNING” OF SAID TRACT OF LAND.

And the owner has caused the above described land to be surveyed, staked, platted and subdivided into one hundred and thirty-five lots, in conformity with the accompanying plat, and has designated the subdivision as “Legends II”, a subdivision in the City of Bixby, Tulsa County, Oklahoma.

Section I. Public Streets, Easements and Utilities

A. Public streets and general utility easements

The owner does hereby dedicate for public use the street rights-of-way depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as “U/E” or “utility easement”, and “D/E” or “drainage easement” for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The owner herein imposes a restrictive covenant, which covenant shall be binding on the lot owner and shall be enforceable by the City of Bixby, Oklahoma, and by the supplier of any affected utility service, that within the streets and utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping, that does not constitute an obstruction as aforesaid.

B. Utility service

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the utility easements along the east boundaries that are adjacent to South Mingo Road and the northerly boundaries 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 shall be located underground in the easementways dedicated for general utility services, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.
2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, transformer or gas service line 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 a definitive, permanent and effective 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 service pedestal, transformer or gas main to the service entrance on the structure.
3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas facilities installed by the supplier of the utility service.
4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water, sanitary sewer, and storm sewer service

1. The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on his lot.

2. Within the utility easements depicted on the accompanying plat, the alteration of grade or any construction activity which, in the judgment of the City of Bixby, would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.
3. The City of Bixby, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers 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 Bixby, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer, or storm sewer facilities.
5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Bixby, Oklahoma, or its successors, and the owner of the 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 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 facilities caused or necessitated by acts of the owner, or its agents or contractors.
3. The foregoing covenants set forth in this paragraph 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 his lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and by the City of Bixby, Oklahoma.

F. Limits of no access

The undersigned owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Mingo Road within the bounds designated as "LNA" or "limits of no access" on the accompanying plat, which limits of no access may be amended or released by the Bixby planning commission, or its successor, and with the approval of the City of Bixby, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Bixby, Oklahoma.

G. Paving and landscaping within easements

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

H. Overland drainage easement

1. For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Bixby, Oklahoma, the owner hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plat as “ode” or “overland drainage easement” for the purposes of permitting the flow, conveyance, and discharge of stormwater runoff from the various lots within the subdivision and from properties outside the subdivision.
2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Bixby engineering design criteria and standards.
3. No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement areas nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Bixby, Oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the City of Bixby, Oklahoma, and that normal appurtenances to the supply of electricity such as transformers, pads, and pedestals are not to be deemed obstructions.
4. The overland drainage easement areas and facilities located therein shall be maintained by the owner of the lot within which the easement area is located and maintenance shall be in accordance with standards prescribed by the City of Bixby, Oklahoma. In the event the owner should fail to properly maintain the easement areas or, in the event of the placement of an obstruction within an easement area, or the alteration of the grade or contour therein, the City of Bixby, Oklahoma, or its designated contractor may enter the overland drainage easement at any point or across any lot 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. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Bixby, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot. A lien established as above provided may be foreclosed by the City of Bixby, Oklahoma.

I. Maintenance access easement

1. For the benefit of the City of Bixby, Oklahoma, and for the purpose of maintaining the storm sewer manhole and the storm sewer line in lot 15 in block 2. The owner hereby dedicates to the public, and herein established and grants perpetual easements on, over and across that area designated on the accompanying plat as “mae” or “maintenance access easement”.
2. No fence, wall, building or other obstruction may be placed or maintained in the maintenance access easement nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Bixby, Oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the City of Bixby, Oklahoma, and that normal appurtenances to the supply of electricity such as transformers, pads, and pedestals are not to be deemed obstructions.

J. Fence easement

The owner does hereby establish and grant fence easements on, over, and across the areas designated as "f/e" or "fence easement" as shown on the accompanying plat for the use and benefit of the homeowners association. The fence easements are for the limited purpose of constructing and maintaining perimeter decorative fences and entry features including but not limited to gates, fences, walls, irrigation systems, and landscaping, and for the purpose of maintenance and repair thereof, together with the right of access over, across and along such easements and over, across and along lots in which contain such easements.

Section II. Private Restrictions

For the purpose of providing for the orderly development of “Legends II”, and for the purpose of maintaining compatibility of the improvements therein, 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. Architectural committee - plan review

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 81st and Memorial LLC, or its authorized representatives or successors, which are hereinafter referred to as the "architectural committee". For each building, the required plans and specifications shall be submitted in duplicate and include a plot plan depicting the facing of the building, drainage and grading plans, and exterior materials and color scheme. In the event the architectural committee fails to approve or disapprove any plans, specifications, color scheme, materials and plot plans submitted to it as herein required within 20 days after the submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the architectural committee shall not be required, and this covenant shall be deemed to have been fully complied with.

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 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.

The powers and duties of the architectural committee shall, on the 1st day of January, 2009, be deemed transferred to the homeowners' association provided for in Section III, or upon written assignment to the homeowners' association by the owner, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

B. Floor area

Single story dwellings shall have a minimum of 2,400 square feet of finished heated living area. One and one-half (1-1/2) or two (2) story dwellings shall have a minimum of 2,800 square feet of finished heated living area; provided however, the first floor shall have a minimum of 1,800 square feet of finished heated living area. The computation of square feet of living area shall exclude garages, open spaces and breezeways.

C. Garages

Each dwelling shall have an attached enclosed garage providing space for a minimum of two automobiles. Carports are prohibited. Glass in vehicular entry doors is prohibited.

D. Foundations

The exterior surface of any exposed foundation, including stem walls, shall be of brick, stone or stucco.

E. Masonry

The exterior walls (excluding windows and doors) shall be 75% brick, natural rock or stucco. Vinyl siding of any exterior wall is prohibited. The architectural committee may in the particular instance and upon written request approve a waiver of the restrictions set forth in this subsection.

F. Windows

Vinyl windows shall be used. Metal windows are restricted, however, the architectural committee may in the particular instance and upon written request approve a waiver of the metal window restrictions set forth in this subsection.

G. Roof flashing

Exposed roof flashing, vent pipes and chimney covers shall be painted.

H. Roof pitch

No dwelling shall have a roof pitch of less than 6/12, provided however, the architectural committee may, in the particular instance and upon written request, approve a waiver of this restriction to permit a dwelling having a flat roof area equal to no more than twenty percent (20%) of the area covered by all roof surfaces.

I. Roofing materials

Roofs shall be composition shingle roof - Heritage II, provided however, if federal, state, or local laws prohibit such roofing or substantially impair the enforcement of this restriction or if Heritage II roofing is not reasonably available, the architectural committee may approve for the subdivision, specifications for alternative roofing that is heavy duty organic or inorganic composition shingle and which simulates a "weathered wood" look.

J. On-site construction

No existing or off-site built dwelling may be moved onto or placed on any lot.

K. Outbuildings

Outbuildings are prohibited. However, the architectural committee may in the particular instance and upon written request approve a waiver of the restrictions set forth in this subsection.

L. Swimming pools

Above ground swimming pools are prohibited.

M. Interior fencing

Interior fencing or walls shall not extend beyond the front building line of the lot, and if a dwelling is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the dwelling. Interior fences or walls shall be of wood, brick, stucco, natural stone or wrought iron. Chain link, barbed wire, meshed or other metal fencing is specifically prohibited. No interior fence or wall shall exceed six feet in height. The architectural committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

N. Antennas

Exterior television, "cb" radio or other types of antenna shall be prohibited, provided however, satellite dishes or similar outside electronic reception devices not exceeding 20 inches in diameter and not visible from the front boundary of the lot, shall be permitted. The architectural committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.

O. Lot maintenance

No inoperative vehicle or machinery shall be stored on any lot, and each lot shall be maintained in a neat and orderly condition free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent unsightly growth of weeds or tall grass.

P. Recreational vehicles

Boats, trailers, campers, motorhomes and similar recreational equipment shall not be stored on any lot for a period exceeding 24 hours if in view from an adjoining street or from an adjoining lot.

Q. Clotheslines and trash receptacles

Exterior clothesline poles or other outdoor drying apparatus are prohibited. Garbage cans and other trash receptacles shall be out of view from any adjoining street or from any adjoining lot except during reasonable times necessary to permit curbside pickup.

R. Mailboxes

As long as a rural type mailbox is in use in “Legends II” for united states postal service, all mailbox pedestals shall conform in design to specifications applicable to the subdivision as established by the architectural committee. The mailbox shall be positioned so that the front face is approximately six (6) inches in from the base of the curb and six (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. The top of the mailbox shall be forty-two (42) inches from street level.

S. Animals

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

T. Noxious activity

No noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

U. Signage

No sign other than customary name plate and address shall be located on any lot in public view, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. No rent or lease signs are allowed.

V. Materials and storage

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

W. Building setbacks

Front yard	25 ft
Rear yard	20 ft
Side yard	5 ft and 5 ft
Side yard adjacent to street	15 ft
Minimum for side entry garage	20 ft

Section III. Homeowners’ Association

A. Formation of Homeowners’ Association

The owner has formed or shall cause to be formed an association of the owners of the residential lots within legends ii (hereinafter referred to as the “Homeowners’ Association”) to be formed in accordance with the statutes of the State of Oklahoma, and to be formed for the general purpose of maintaining the common areas of the subdivision, including but without limitation, the stormwater detention facilities and reserve “a” previously platted in “Legends” subdivision for the further purposes of enhancing the value, desirability and attractiveness of legends ii. The details of association membership, including assessments shall be established by a declaration recorded or to be recorded in the office of the county clerk, Tulsa County, Oklahoma.

B. Mandatory membership

Each record owner of a residential lot within “Legends II” shall be a member of the Homeowners’ Association. Membership in the Homeowners’ Association shall be appurtenant to and may not be separated from the ownership of the residential lot.

C. Assessment

Each record owner of a residential lot within “Legends II” shall be subject to assessment by the Homeowners’ Association for the purposes of improvement and maintenance of the stormwater detention facilities and other common areas of the subdivision.

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, its successors and assigns. Within the provisions of Section I, public streets, easements and utilities, are set forth certain covenants and the enforcement rights pertaining thereto and whether or not therein so stated, the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Bixby, Oklahoma. The covenants contained in Section II, private restrictions and Section III, Homeowners’ Association shall inure only to the benefit of and be enforceable by the owners of the residential lots and/or the Homeowners’ Association. If the undersigned owner, or its successors or assigns, shall violate any of the covenants within Section I, the supplier of utility service and/or the City of Bixby, Oklahoma may bring an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. If the undersigned owner, or its successors or assigns, shall violate any of the covenants within Section II, or Section III, it shall be lawful for any person owning any residential lot within “Legends II” and/or the Homeowners’ Association to bring an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant or to recover damages. In any judicial action to enforce the provisions of Section II or Section III, the prevailing party may recover reasonable costs and attorney fees.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this deed of dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I, public streets, easements and utilities, may be amended or terminated at any time by written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Bixby planning commission, or its successors and the City of Bixby, Oklahoma. The covenants contained within Section II, private restrictions and Section III, Homeowners’ Association may be amended or terminated at any time by a written instrument signed and acknowledged by 81st and Memorial LLC during such period that 81st and Memorial LLC is the owner of at least 10 residential lots within “Legends II” or alternatively the covenants contained within Section II, or Section III may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the residential lots. In the event of any conflict between an amendment or termination properly executed by 81st and Memorial LLC (during its ownership of at least 10 residential lots), and any amendment or termination properly executed by the owners of 75% of the residential lots within “Legends II”, the instrument executed by 81st and Memorial LLC shall prevail during the time of 81st and Memorial LLC’s ownership of at least 10 residential lots. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

D. Severability

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