

Conditions and Restrictions – Nottingham Estates (All Sections)
Approved 06-27-2020

Nottingham Estates is an area of distinctive landscape and natural beauty. It is the desire and intent of the Nottingham Estates Association to create a community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of development standards.

The Nottingham Estates Association, desiring to establish a compatible system of development and preserve the character of Nottingham Estates, does hereby declare and establish the following restrictions, conditions and protective covenants, to which all properties in this Addition are subject:

1. Lot use. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height. No dwelling may be moved into Nottingham Estates.

2. Dwellings. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in Nottingham Estates. Unless waived by Nottingham Estates Association in writing, the following standards shall apply to all dwellings in the Addition.

a. Dwelling Size.

Nottingham Estates, Nottingham Estates III:

All dwellings shall have a minimum living space of at least 2,500 square feet. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages.

Nottingham Estates II:

All dwellings shall have a minimum living space of at least 3,000 square feet. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages.

Nottingham Estates IV and Nottingham Estates V:

All dwellings shall have a minimum living space of at least 2,700 square feet. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages.

b. Masonry.

Nottingham Estates:

All dwellings shall have at least fifty percent (50%) of the exterior walls thereof comprised of stucco, brick or stone; provided, however, that the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of Nottingham Estates Association.

Nottingham Estates II, Nottingham Estates III, Nottingham Estates IV and Nottingham Estates V:

All dwellings shall have at least seventy-five percent (75%) of the exterior walls thereof comprised of stucco, brick or stone; provided, however, that the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of Nottingham Estates Association.

- c. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. No glass, plastic or other transparent material shall be permitted for use in the overhead garage door. Carports shall not be permitted.
- d. Driveways. All driveways into a lot from any street shall be constructed of concrete and shall not be less than fourteen (14) feet in width. Must be located at least five (5) feet from lot line.
- e. Mailboxes. All mailboxes shall be enclosed in brick or masonry structure, which shall extend to the ground and shall conform to the dwelling. White Victorian pedestal style mailboxes that were originally provided by the developer are excluded until replaced, at which time replacement mailbox must be enclosed in brick or masonry structure as set forth above.
- f. Chimneys. All chimneys on exterior walls of the house and chimneys located from the center line of the roof forward to the front of the house shall be 100% masonry conforming to the dwelling. Chimneys located from the center line of the roof to the rear of the house may be constructed of alternate materials with the approval of Nottingham Estates Association.
- g. Roofs. 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 5/12. The roof must be laminated shingles, weathered wood in color.
- h. Sodding, Landscaping. The front yard of each lot must be fully sodded and at least 80% of the total yard must be fully sodded. A professionally designed landscape package must be installed in the front yard prior to completion of the construction of any residence and fully maintained thereafter.
- i. Solar Collectors, Wind Generators. Solar collectors and wind generators shall not be allowed.
- j. Security Bars. Security bars on windows or doors are not allowed if they are visible from any street.
- k. Air Conditioners. No window or wall-type air conditioning units shall be permitted.
- l. Destroyed by Fire, etc. Any buildings or other improvements within the Subdivision that are destroyed partially or totally by fire, storm or any other casualty shall be repaired or demolished within a reasonable period of time and the lot and improvements thereon, as applicable, restored to an orderly and attractive condition.
- m. Decks, Arbors, Covered Patios. Fiberglass and plastic covers for decks, arbors and covered patios are prohibited. All designs must be approved by the Architectural Control Committee of Nottingham Estates Association in accordance with the procedures set forth in its bylaws.
- n. Clotheslines. Clotheslines or similar apparatus for the exterior drying of clothes are not permitted.
- o. Exterior Color. Exterior colors, if changed, must be approved by the Architectural Control Committee of Nottingham Estates Association in accordance with the procedures set forth in its bylaws. Exterior walls must be muted earth tones in color. Highly reflective and bright colors are prohibited. Brighter colors on accent pieces such as shutters, front doors, and trim are allowed if approved by the Architectural Control Committee.

3. Approval of Plans. For the purpose of further insuring the uniform development of Nottingham Estates as an area of high standards, Nottingham Estates Association shall have the authority to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as Nottingham Estates Association shall deem necessary and proper. In its review of plans or consideration of any request for waiver herein authorized, Nottingham Estates Association 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 constructed, and the harmony thereof with the surrounding area.

Nottingham Estates Association 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 compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless Nottingham Estates Association is herein authorized to grant the waiver.

No residence, accessory structure, fence, wall or mailbox shall be erected, placed or altered on any lot in the Addition until the plans and specifications thereof have been approved in writing by Nottingham Estates Association.

The required plans and specifications shall be submitted to Nottingham Estates Association in duplicate and shall have the following exhibits attached thereto.

- a. Site plan showing the location and orientation of all improvements;
- b. Full working drawings with floor plan and all elevations;
- c. Specifications identifying all exterior materials to be used. Submission of the color scheme for all exterior materials may be deferred until such time as is at least 10 days prior to application of said materials;

No construction shall commence until plans are approved by the Architectural Control Committee of Nottingham Estates Association in accordance with the procedures set forth in its bylaws. Action on the application by the Architectural Control Committee will occur in a timely manner.

4. Homeowners' Association. A homeowners' association, known as "Nottingham Estates Association", an Oklahoma corporation, has been established pursuant to 60 O.S. 1991, S 851, et seq., to maintain the park area, the entryway and the reserve areas and for such other purposes as shall be deemed advisable. All lawful acts of Nottingham Estates Association, made under and pursuant to its Certificate of Incorporation and Bylaws shall be binding upon the lots contained in Nottingham Estates Additions and the owners thereof. Membership in the Association shall consist of all owners of lots in Nottingham Estates.

Annual assessments shall be made on a per lot basis in an amount as set by the Nottingham Estates Association. Past due assessments shall be subject to interest or other charges as set forth in the bylaws of Nottingham Estates Association. Such assessments may be increased according to the bylaws of the Nottingham Estates Association. Such assessment shall be a continuing lien upon the lot assessed until paid. Any such lien may be filed of record in the office of the Tulsa County Clerk and foreclosed by the Nottingham Estates Association. The lot owner shall be responsible for all interest or other charges on unpaid assessments past due for more than thirty (30) days, and shall be responsible for all costs and attorneys' fees incurred by the Nottingham Estates Association in connection with filing and releasing such liens, any legal proceedings, or any other efforts required for collection of the assessments.

5. Park Area; Reserve Areas. The areas designated on the plat as “reserve areas” and the “park area” are hereby reserved for the common use and benefit of the owners of the various lots within Nottingham Estates. Inspection and maintenance of the park and reserve areas shall be performed by the Association in accordance with the following standards:
- a. The grade of all banks and side slopes shall not be altered from the finished grade elevation shown on the grading plans and specifications approved by the City of Owasso (the “City”) or its staff or such agency or department as it may designate.
 - b. Areas covered by grass within the park areas shall be mowed in season at regular intervals.
 - c. Concrete appurtenances to the park area and reserve areas shall be maintained in good condition and replaced if damaged. The park area shall be kept free of trash and debris.
 - d. Trickle channels, if any, within the park area shall be clean of siltation and vegetation.
 - e. Maintenance of the park area shall be the responsibility of the Association except that the City, its employees or agents, at their discretion, have the right to enter upon said easements for the purpose of improving and/or maintaining the same.

The park area and facilities shall be maintained by the Association at its cost in accordance with the standards prescribed herein. In the event the Association shall fail to adequately and properly maintain the park area and facilities, the City or its designated contractor may enter upon such area, perform such maintenance, and the cost of performing such maintenance shall be paid by the owner of such property. In the event such owner fails to pay the cost of such maintenance or any part thereof within thirty (30) days after completion of such maintenance, such costs shall be payable by the owners of the lots within Nottingham Estates and shall be a lien against the park area and each lot within Nottingham Estates which may be foreclosed by the City. The City may waive or release any lien imposed by it.

All lot owners shall show common courtesy and respect in the use of the park area. The owners of lots in Nottingham Estates acknowledge that they have and accept the sole duty to protect and safeguard the life, health, safety and property of themselves, their families and guests in connection with the use of Nottingham Estates and its improvements and, by accepting a deed to property in Nottingham Estates, release the Association and its agents from all claims for damages relating thereto.

Motorized vehicles are prohibited in the common areas.

6. Outbuildings, Swimming Pools, Play Equipment.
No aboveground swimming pools will be allowed.

Residences may have one outbuilding, subject to approval by the Architectural Control Committee of Nottingham Estates Association in accordance with the procedures set forth in its bylaws. Prefabricated buildings and metal buildings are strictly prohibited. All proposed outbuildings submitted for approval shall adhere to the following guidelines: the outbuilding must be built on-site, may be no more than one story, and may be no larger than twelve (12) by sixteen (16) feet; ceiling height may be no taller than nine (9) feet; set back lines as established herein and on the accompanying subdivision plat must be observed; overhead garage doors are not allowed; the exterior appearance of the outbuilding must conform to the exterior appearance of the dwelling in all aspects, including masonry and roofing; the roof pitch must conform to the same specifications as those set forth in these Conditions and Restrictions for dwellings; and outbuildings are allowed only in back yards.

Play equipment may be erected only in back yards with the exception of basketball goals and is subject to approval by the Architectural Control Committee of Nottingham Estates Association in

accordance with the procedures set forth in its bylaws. Skateboard and BMX ramps are not allowed. Play equipment and stand-alone playhouses may not be converted to or used as a storage building.

7. Fences. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set back lines established herein and on the accompanying subdivision plat.
Electric fences are prohibited.
No fence shall be erected on any lot closer to any street than the main structure.
Wrought iron fences are required for homes that border the pond in Section I.
Wire fencing is permitted only when it is black vinyl-coated, used as a backing for post-and-rail fencing, and no part of the fence exceeds four (4) feet in height.
Fences and walls may not exceed six (6) feet in height. Privacy fences must have metal instead of wooden posts, must have redwood or cedar pickets, must have a top cap, and must be treated with weatherproof clear-coating, stain or paint in a natural wood color; and the smooth side must be on the outside for any privacy fence bordering any common area. Existing fences that do not currently meet these restrictions at the time of the vote for these Conditions and Restrictions will be grandfathered, but must meet these requirements when the fence is replaced or repaired in a significant way. All sections of a property's fence bordering any common area must match in design and color.
Fences must be approved by the Architectural Control Committee of Nottingham Estates Association in accordance with the procedures set forth in its bylaws.
8. Animals. No animals, livestock, or poultry of any kind shall be kept on any lot except for a total of three (3) household pets and the suckling young of said animals; provided that no more than two (2) adult dogs shall be maintained on any lot. Animals shall not be kept, bred or maintained for any commercial purposes and shall not be permitted on any lot which does not contain a dwelling being used as a residence. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. If the back yard is divided into multiple areas by fencing, no area can be less than 800 square feet. Unleashed animals shall not be permitted to roam on the common areas, park areas or reserve areas.
9. Storage. No outside storage, portable storage units, keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted.
10. Construction, Building Materials. Construction shall be completed within nine (9) months after the pouring of the footing. New building materials used in the construction of improvements erected upon any lot may be placed upon such lot for a period of up to thirty (30) days prior to start of construction and throughout the construction so long as the construction progresses without undue delay until the completion of the improvements, after which these materials shall be removed from the lot. Any improvements must be completed within ninety (90) days of approval by the Architectural Control Committee of Nottingham Estates Association.
11. Vehicles, Motorcycles. No recreational vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, nor inoperable vehicle shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period not to exceed ninety-six (96) accumulated hours in a one-month period, except in a garage or screened from view in the rear yard. Vehicles shall not be kept, parked or stood on the yard. Residents' vehicles shall not be parked or stood in any street.
12. Antenna, Satellite Dishes. No television, radio, or other antenna or reception devices shall be constructed or maintained on any lot without the written approval of the Architectural Control Committee of Nottingham Estates Association in accordance with the procedures set forth in its

bylaws. Satellite dishes, if erected, must blend in with the color of the roof and may be no more than one (1) meter in diameter, and not viewable from the street.

13. Signs. No sign of any kind shall be displayed on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property. No signs are permitted in any area that is maintained by the Nottingham Estates Association.

14. Set Back Lines. No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set back lines shown on the accompanying plat, the minimum building set back lines for dwellings or other outbuilding structures shall be:

Front Yard	30 feet
Side Yard	5 feet
Other Side Yard	10 feet
Back Yard	25 feet

Provided, however, that the minimum set back lines for outbuildings as described in #6 above shall be ten (10) feet from the back yard line and five (5) feet from any side yard line.

a. Nottingham Estates, Nottingham Estates III, Nottingham Estates IV, and Nottingham Estates V:

On all lots where there is both a thirty foot set back line and a fifteen foot set back line adjacent to a public street, the portion of the lot containing the thirty foot set back shall be considered the front yard and the dwelling shall face this portion of the lot.

b. Nottingham Estates II:

On all lots where there is both a thirty foot set back line and a fifteen foot set back line adjacent to a public street, the portion of the lot containing the thirty foot set back shall be considered the front yard and the dwelling shall face this portion of the lot. The front building set back line on all lots shall be 30 feet, except on lots 5 thru 8 in block 4 and lots 12 thru 18 in block 1, where said set back will be as designated on the recorded plat.

15. Drainage Easements. No trees, shrubs or seedlings of any form shall be placed in drainage easements except certain grasses normally used for lawn purposes. No obstructions or fencing shall be placed or permitted to remain in any of the designated drainage-ways that would hinder or restrict the free and voluntary flow of stream water from its intended passageway.

16. Electric, Telephone, Cable Television Service. In connection with the installation of underground electric, telephone and cable television services, all lots are subject to the following:

a. Overhead pole lines for the supply of electric service, telephone and cable television service may only be located along the south property lines of the Addition. Street light poles or standards may be served by underground cable, and elsewhere throughout the Addition, All supply lines shall be located underground in the easement ways reserved for general utilities and streets shown on plat. Service pedestals and transformers as sources of supply at secondary voltages may be also located in such easements ways.

b. Except to houses on lots described in paragraph (a) above, which may be served from overhead electric service lines, telephone lines and cable television cables, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service, telephone or cable television service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on each lot covering a five foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.

- c. The supplier of electric, telephone, and cable television service, through their proper agents and employees, shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this dedication for the purposes of installing, maintaining, removing, or replacing any portion of said underground electric, telephone, or cable television so installed by it.
- d. The owner of each lot shall be responsible for the protection of the underground electric, telephone and cable television facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone or cable television facilities. The company will be responsible for ordinary maintenance of underground electric, telephone, or cable television facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner, its agents or contractors.
- e. The foregoing covenants concerning underground electric, telephone, and cable television facilities shall be enforceable by the supplier of electric, telephone or cable television service, and the owner of each lot agrees to be bound thereby.

17. Landscape and Paving Repair. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall plant any tree or shrubbery in dedicated utility easements or right-of-way which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-way. If it is determined by the municipality that any trees or shrubbery located said easements or rights-of-way, the City shall have the right to remove said trees or shrubbery upon five (5) days notice thereof at the lot owner's expense, or within such time the lot owner may remove same.

18. Common Area Access. Access by construction equipment on common and park areas must be approved by the Architectural Control Committee of Nottingham Estates Association in accordance with the procedures set forth in its bylaws. Damage to walkways, landscaping, vegetation or structures caused by a lot owner, its agents or employees will be repaired by the lot owner. If lot owner refuses to correct the situation, Nottingham Estates Association will repair damages and invoice the lot owner. The Nottingham Estates Association has the right to recover from such lot owner all expenses and costs incurred by the Nottingham Estates Association in connection therewith, including, but not limited to its attorneys' fees and court costs.

19. Water; Sanitary Sewer. Owners shall be responsible for the protection of the public water mains and sanitary sewer facilities located on their lots and shall prevent the alteration of grade in excess of three (3) feet from the original contours or any construction activity which may interfere with said facilities. Said alteration of grade restrictions shall be limited to easement areas.

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

The City shall have the right of access with its equipment to all easement ways shown on plat, for installing, maintaining, removing or replacing any portion of the underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City, and the owner of the lot agrees to be bound hereby.

20. Sanitary Disposal. No freestanding outside toilets shall be allowed in Nottingham Estates and all sanitary arrangements must comply with local and state health requirements.

21. Waste. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers provided by the City of Owasso and all equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street. All waste containers must be removed from the curbside and screened from roadway view within 18 hours after refuse collection vehicles empty the containers.

All structures, landscaping, play equipment, and improvements shall be maintained in good condition and in good repair at all times. Dead trees must be removed. Tree limbs, shrubbery and grasses must be kept trimmed away from all sidewalks and walking paths. Tree limbs must be kept trimmed away from all sidewalks and walking paths to a height of at least 7 feet. New building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time of construction so long as the construction progresses without undue delay until the completion of the improvements, after which these materials shall be removed from the lot.

22. Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to Nottingham Estates.
23. Compliance with Code. All lots are subject to the uses, restrictions and requirements of the code of the City of Owasso.
24. Enforcement. Enforcement to restrain from attempted violation, to recover damages for violation and/or to compel compliance with the covenants, conditions and restrictions set forth herein may be brought by the Nottingham Estates Association, or any owner of any lot, whether acting jointly or severally in the District Court of Tulsa County. The Nottingham Estates Association may, but shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.
25. Remedies. If any person shall violate, attempt to violate or fail to comply with any of the covenants, conditions or restrictions herein, any person owning any real property in Nottingham Estates or the Nottingham Estates Association shall have standing to prosecute any proceedings at law or in equity against such person to prevent the violation, to recover damages for such violation or to compel compliance in the District Court of Tulsa County.

In addition to the remedies for enforcement provided for elsewhere in these Conditions and Restrictions, the violation or attempted violation of the provisions of these Conditions and Restrictions by any lot owner, his family, guests, invitees, lessees or licensees shall entitle the Board of Directors of Nottingham Estates Association to avail itself of any one or more of the following remedies:

- (a) The imposition of a special charge, per violation, to be set by the Board of Directors of Nottingham Estates Association in an amount commensurate with the type of violation involved;
- (b) The suspension of the lot owner's rights to use any property owned or maintained by the Nottingham Estates Association for a period not to exceed thirty (30) days per violation, or
- (c) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such lot owner all expenses and costs incurred by the Nottingham Estates Association in connection therewith, including, but not limited to its attorneys' fees and court costs.

Before the board may invoke the remedies provided in (a) or (b) above, the Board of Directors of Nottingham Estates Association must follow the process set forth in the Bylaws of Nottingham

Estates Association, including providing written notice to the lot owner, providing the opportunity to correct the situation, and providing the opportunity to request a hearing before the Board.

All special charges imposed under (a) above shall be subject to the rights of collection and enforcement of assessments as set forth in these Conditions and Restrictions, including, but not limited to, the right of the Nottingham Estates Association to record a lien and foreclose the same, and the right to receive all costs and attorneys' fees incurred by the Nottingham Estates Association incurred for collection thereof.

26. No Waiver. The failure of the Nottingham Estates Association or any lot owner to enforce any given restriction, covenant or condition at any time, shall not be deemed to be a waiver of such restriction, covenant or condition, or a waiver or relinquishment of any right or remedy to enforce such restriction, covenant or condition for subsequent violations of the same or different restriction, covenant or condition, nor a modification of these restrictions and protective covenants.
27. Severability. Invalidation of any one of these covenants, restrictions or conditions shall not affect any of the other provisions, which shall remain in full force and effect.
28. Binding Effect, Amendments.
 - a. **Nottingham Estates:** These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of Nottingham Estates, which amendment shall be effective upon recording in the records of the Tulsa County Clerk.
 - b. **Nottingham Estates II:** These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of Nottingham Estates II, which amendment shall be effective upon recording in the records of the Tulsa County Clerk.
 - c. **Nottingham Estates III:** These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of Nottingham Estates III, which amendment shall be effective upon recording in the records of the Tulsa County Clerk.
 - d. **Nottingham Estates IV:** These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of Nottingham Estates IV, which amendment shall be effective upon recording in the records of the Tulsa County Clerk.
 - e. **Nottingham Estates V:** These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of Nottingham Estates V, which amendment shall be effective upon recording in the records of the Tulsa County Clerk.