Form 17—Burkhart Printing & Stationery Co., Tulsa, Okla.

(For Filing Only)
12553

FILED
ADAIR COUNTY, STILWELL, OKLA.
BOOK 152 PAGE 20
TOM SMITH, COUNTY CLERK
Deputy

Quit-Claim Deed

(CORPORATION FORM)

THIS INDENTURE, Made this 19th day of April, 1974, between FRATES PROPERTIES, INC. a corporation, organized under the laws of the State of Oklahoma of the County of Tulsa State of Oklahoma, party of the first part, and FLINT RIDGE DEVELOPMENT COMPANY, a partnership composed of Flint Ridge Development Co., Inc., an Oklahoma corporation and Frates Development Company, an Oklahoma corporation party Y of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of

* * * Ten and No/100 ($10.00) * * * DOLLARS

to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said part t of the second part, and to its /successors ~~heirs~~ and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situate in the County of Adair and State of Oklahoma, to-wit:

See Exhibit "A" attached hereto.

OKLAHOMA $50.00 DOCUMENTARY 013268

OKLAHOMA $2.20 DOCUMENTARY 0188935

OKLAHOMA 50c DOCUMENTARY 0058594

OKLAHOMA 10c DOCUMENTARY 0067515

OKLAHOMA 10c DOCUMENTARY 0067520

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the above granted premises unto the said party of the second part its/successors ~~heirs~~ and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its Corporate Seal to be affixed the day and year first above written.

CORPORATION SEAL

ATTEST:

By Assistant Secretary.

FRATES PROPERTIES, INC.
Name of Corporation.

By K Wotham Smith
Exec. Vice President.

STATE OF OKLAHOMA,
County of Tulsa } SS.

CORPORATION ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of April, 19, personally appeared

~~NAME~~

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Exec Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires Sept 30, 1976

Notary Public.

EXHIBIT
2

EXHIBIT "A"

(Attached to and made a part of that certain Quit Claim Deed dated April 19, 1974, between Frates Properties, Inc. and Flint Ridge Development Company.)

ADAIR COUNTY, OKLAHOMA

The following described tracts of land located in Sections 3, 4, 5, 6, 7, 8, 9, 16, 17, 18, 19 and 20, Township 19 North, Range 24 East of the Indian Base and Meridian, Adair County, State of Oklahoma:

Township 19 North, Range 24 East:

Section 3: All that part of the NW/4; N/2 N/2 SW/4; SE/4 NW/4 SW/4; and SW/4 NW/4 SW/4 lying West and North of the centerline of the Illinois River.

Section 4: N/2; SW/4; and that part of the SE/4 of Section 4 lying West and North of the centerline of the Illinois River.

Section 5: All.

Section 6: All that part of the South 560 feet of the S/2 NE/4 NE/4; SE/4 NE/4; NE/4 SE/4; and E/2 SE/4 SE/4 lying East of the centerline of State Highway No. 10.

Section 7: All that part lying East of the centerline of State Highway No. 10.

Section 8: All.

Section 9: N/2 NW/4 NE/4; SW/4 NW/4 NE/4; W/2 SW/4 NE/4; SE/4 NW/4 NE/4; NW/4; and SW/4 lying West and North of the centerline of the Illinois River.

Section 16: All that part of the: NW/4 NW/4; NW/4 SW/4 NW/4; NW/4 NW/4 SW/4; and SW/4 SW/4 NW/4 lying West of the centerline of the Illinois River.

Section 17: W/2; NE/4; N/2 NE/4 SE/4; W/2 SE/4 lying North of the centerline of the Illinois River.

Section 18: N/2 lying East of State Highway No. 10.

Section 19: E/2 NE/4 SE/4; SW/4 NE/4 SE/4; and S/2 SE/4 lying West and North of the centerline of the Illinois River and North of the centerline of the existing County Road.

Section 20: N/2 NW/4; SW/4 NW/4; NW/4 NW/4 NE/4; and NW/4 SW/4 of Section 20 lying West and North of the centerline of the Illinois River.

BOOK 309 PAGE 393

#8136

STATE OF OKLAHOMA
DELAWARE COUNTY } SS.
I hereby certify that this instrument was Filed for Record this day 1:48 pm
FEB 13 1973
BOOK 309 PAGE 393-395 Enclos.
SAM FIELDS, County Clerk
By Mrs. Deputy

WARRANTY DEED

THIS INDENTURE, made this 12th day of February, 1973, between CHEROKEE LAND & CATTLE COMPANY, a corporation, organized under the laws of the State of Oklahoma, and TOM TATE and BRENDA TATE, husband and wife, "Grantors" herein, and FRATES PROPERTIES, INC., an Oklahoma corporation with its principal offices at 4111 South Darlington, Tulsa, Oklahoma 74135, "Grantee" herein.

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do, by these presents, grant, bargain, sell and convey unto said Grantee, its successors and assigns, all of the following-described real estate, situated in the County of Delaware, State of Oklahoma, to-wit:

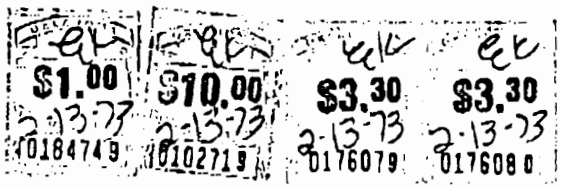
All of the real property described in "Exhibit A" attached hereto and, by this reference, made a part hereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said Grantors, their heirs, executors, administrators, successors or assigns, do hereby covenant, promise and agree to and with said Grantee at the delivery of these presents that they are lawfully seized in their own rights of an absolute and indefeasible estate of inheritance in fee simple, of and in all singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind. EXCEPT, easements for public highways and roads in existence prior to August 4, 1972; easements for electric transmission lines, natural gas lines and water lines in existence prior to August 4, 1972; and outstanding mineral interests of record not owned by Grantors; provided, however, such outstanding interests shall not, with respect to any tract or acreage covered hereby, exceed a fifty percent (50%) mineral interest;

and that said Grantors will WARRANT and FOREVER DEFEND the same unto said Grantee, its successors and assigns, against said Grantors, their heirs, executors, administrators, successors or assigns, and all and every person or persons whomsoever, lawfully claiming or to claims the same.

IN WITNESS WHEREOF, the corporate Grantor hereto, has caused these presents to be signed in its name by its president,



BOOK 339 PAGE 394

and the corporate seal to be affixed, attested by its secretary, and the individual Grantors hereto have hereunto set their hands, at Tulsa, Oklahoma, the year and day first above written.

CHEROKEE LAND & CATTLE COMPANY

By Tom Tate
President

Attest:

Brenda Tate
Secretary

(CORPORATE SEAL)

Tom Tate
TOM TATE

Brenda Tate
BRENDA TATE

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me the undersigned, a Notary Public, in and for said County and State, on this 12th day of February, 1973, personally appeared Tom Tate, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Dolores J. Williams
Notary Public

My commission expires:
Feb. 12, 1975

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of February, 1973, personally appeared TOM TATE and BRENDA TATE, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Dolores J. Williams
Notary Public

My commission expires:
Feb. 12, 1975

BOOK 239 PAGE 395

EXHIBIT A

Attached to WARRANTY DEED
dated February 16, 1973, between CHEROKEE LAND & CATTLE COMPANY, TOM TATE (and BRENDA TATE, his wife); and FRATES PROPERTIES, INC.

DELAWARE COUNTY, OKLAHOMA

Township 20 North, Range 24 East

Section 34: N2 and SW4 and NW4 SE4 and W2 NE4 SE4 and NW4 SW4 SE4 and, all that part of E2 NE4 SE4 and of N2 SE4 SE4 and of NE4 SW4 SE4 and of SW4 SW4 SE4 lying either North or West of the center line of Illinois River;

Section 35: All that part of the W2 SW4 NW4 lying West of the center line of the Illinois River.

Tom Tate

#768

INDEXED

BOOK 313 PAGE 459

STATE OF OKLAHOMA
DELAWARE COUNTY } SS.
I hereby certify that this Instrument was Filed for Record this day
MAY 2 1973 1:23 P
BOOK 313 PAGE 459-46
SAM FIELDS, County Clerk
By Georgia Allen Deputy

WARRANTY DEED

THIS INDENTURE, made this 23rd day of April, 1973, between CHEROKEE LAND & CATTLE COMPANY, a corporation organized under the laws of the State of Oklahoma, "Grantor" herein, and FRATES PROPERTIES, INC., an Oklahoma corporation with its principal offices at 4111 South Darlington, Tulsa, Oklahoma 74135, "Grantee" herein.

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does, by these presents, grant, bargain, sell and convey unto said Grantee, its successors and assigns, all of the following described real estate, situated in the County of Delaware, State of Oklahoma, to-wit:

All that part of Section 31 lying East of the centerline of Oklahoma State Highway No. 10;

All that part of Section 32 lying East of the centerline of Oklahoma State Highway No. 10;

All in Township 20 North, Range 24 East, Delaware County, Oklahoma, containing 678 acres, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said Grantor, its successors or assigns, does hereby covenant, promise and agree to and with said Grantee at the delivery of these presents that it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind; except, easements for public highways and roads in existence prior to August 4, 1972; easements for electric transmission lines, natural gas lines and water lines in existence prior to August 4, 1972; and outstanding mineral interests of record not owned by Grantor; provided, however such outstanding interests shall not, with respect to any tract or acreage covered hereby, exceed a fifty percent (50%) mineral interest;

and that said Grantor will WARRANT and FOREVER DEFEND the same unto said Grantee, its successors and assigns, against said Grantor, its successors or assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

17—Burkhart Printing & Stationery Co., Tulsa, Okla.

BOOK 326 PAGE 394

Quit-Claim Deed

(CORPORATION FORM)

For Record Only

#6905
STATE OF OKLAHOMA } SS
DELAWARE COUNTY
I hereby certify that this instrument was Filed for Record this day
4:03 pm APR 25 1974
BOOK 326 PAGE 394
SAM FIELDS, County Clerk
By Margaret Nelson Deputy

THIS INDENTURE, Made this 19th day of April 1974

between FRATES PROPERTIES, INC.

a corporation, organized under the laws of the State of Oklahoma

of the County of Tulsa State of Oklahoma, party of the first part,

and FLINT RIDGE DEVELOPMENT COMPANY, a partnership composed of Flint Ridge Development Co., Inc., an Oklahoma corporation and Frates Development Company, an Oklahoma corporation party Y of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of

* * * Ten and No/100 ($10.00) * * * DOLLARS

to them duly paid, receipt of which is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to its successors ~~heirs~~ and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to the following described real estate, situate in the County of Delaware and State of Oklahoma, to-wit:

See Exhibit "A" attached hereto.

Together with all and singular the hereditaments and appurtenances thereunto belonging. To have and to hold the above granted premises unto the said party of the second part its successors ~~heirs~~ and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and caused its Corporate Seal to be affixed the day and year first above written.

CORPORATION SEAL

FRATES PROPERTIES, INC.
Name of Corporation.

By K Weldon Smith
Exec. Vice President.

ATTEST:

By Assistant Secretary.

STATE OF OKLAHOMA,
County of Tulsa } SS.

CORPORATION ACKNOWLEDGMENT.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of April 1974 personally appeared

Kel

to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Exec Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and by the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My commission expires Sept. 30, 1976

Jane Ann Hellebrand
Notary Public.

BOOK 326 PAGE 295

EXHIBIT "A"

(Attached to and made a part of that certain Quit Claim Deed dated April 19, 1974, between Frates Properties, Inc. and Flint Ridge Development Company.)

DELAWARE COUNTY, OKLAHOMA

The following described tracts of land located in Sections 24, 25, 26, 27, 28, and 33, Township 20 North, Range 24 East of the Indian Base and Meridian, Delaware County, State of Oklahoma:

Township 20 North, Range 24 East:

Section 24: SE/4 SW/4; W/2 SE/4; E/2 SW/4 NE/4; SW/4 SW/4 NE/4; E/2 NE/4 SW/4; E/2 SE/4 NW/4; and all that part of the E/2 SW/4 SW/4 lying East of the meander centerline of Flint Creek, less the West 100 feet of the North 300 feet of the E/2 SW/4 SW/4 thereof.

Section 25: N/2 S/2 NE/4; NW/4 NE/4; NE/4 NW/4; N/2 SE/4 NW/4; that part of the E/2 NW/4 NW/4 and the N/2 SW/4 NW/4 and the SW/4 NW/4 NW/4 lying East of the centerline of Flint Creek and North of Oklahoma State Highway No. 33; and all that part of the SW/4 SW/4 NW/4 lying West of the centerline of Flint Creek.

Section 26: S/2 NW/4; NW/4 NW/4; W/2 SW/4; SW/4 NE/4 and all that part of the SE/4 NE/4 lying South of the existing County Road.

Section 27: E/2 NE/4; S/2; LESS AND EXCEPT that portion of the hereinabove described property located in Section 27 that lies within Flint Ridge No. 1, a Subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof.

Section 28: S/2 S/2; S/2 NE/4 SW/4; SE/4 NW/4 SW/4; and NE/4 SE/4; LESS AND EXCEPT that portion of the hereinabove described property located in said Section 28 that lies within Flint Ridge No. 1, a Subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof.

Section 33: All of Section 33 EXCEPT that portion thereof located within Flint Ridge No. 1, a Subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof.

BOOK 406 PAGE 866

1990 OCT -7 AM 10 22
BOOK 406 PAGE 866-87
C Youngblood
#15004

DEED OF DEDICATION

AND PROTECTIVE COVENANTS FOR

FLINT RIDGE NO. 4, A SUBDIVISION

IN DELAWARE COUNTY, OKLAHOMA

WHEREAS, the undersigned, FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma General Partnership ("Developer") being the owner of the following described real property located in Delaware County, State of Oklahoma, to-wit:

A subdivision known as Walnut Hill Area, Flint Ridge No. 4, Block 16, located in Sections 26 and 27, Township 20 North, Range 24 East of the Indian Base and Meridian in Delaware County, State of Oklahoma, beginning at the Southeast Corner of Section 27; thence N 59°38'00" W a distance of 772.59 feet; thence N 43°53'55" W a distance of 256.97 feet; thence N 74°59'00" W a distance of 234.94 feet; thence N 60°49'52" W a distance of 278.29 feet; thence N 66°16'19" W a distance of 276.40 feet; thence S 77°53'32" W a distance of 288.48 feet; thence N 75°59'12" W a distance of 563.40 feet to a curve to the left having a Radius of 1432.60 feet and a Length of 1211.80 feet and continuing on a curve to the right having a Radius of 286.45 feet and a Length of 237.70 feet; thence N 76°14'42" W a distance of 90.90 feet to a curve to the left having a Radius of 573.00 feet and a Length of 30.49 feet and continuing on a curve to the left having a Radius of 573.00 feet and a Length of 284.01 feet; thence S 70°18'27" W a distance of 395.70 feet to a curve to the left having a Radius of 572.94 feet and a Length of 94.50 feet; thence Northerly along the Boundary of Stone Ridge Area, Block 10, and Flint Ridge Drive N 01°00'22" W a distance of 100.53 feet to a curve to the right having a Radius of 233.12 feet and a Length of 83.14 feet; thence N 19°25'44" E a distance of 186.92 feet to a curve to the left having a Radius of 195.20 feet and a Length of 122.60 feet and continuing on a curve to the left having a Radius of 196.20 feet and a Length of 77.01 feet; thence N 39°07'29" W a distance of 107.15 feet to a curve to the right having a Radius of 193.15 feet and a Length of 331.99 feet; thence N 59°21'27" E a distance of 121.04 feet to a curve to the left having a Radius of 212.21 feet and a Length of 137.55 feet and continuing on a curve to the left having a Radius of 212.21 feet and a Length of 41.09 feet; thence N 11°07'30" E a distance of 101.10 feet to a curve to the right having a Radius of 211.99 feet and a Length of 170.22 feet; thence N 57°07'56" E a distance of 5.85 feet; thence N 57°07'56" E a distance of 345.66 feet to a curve to the left having a Radius of 165.40 feet and a Length of 93.60 feet and continuing on a curve to the left having a Radius of 185.58 feet and a Length of 89.83 feet; thence N 00°28'13" E a distance of 101.52 feet to a curve to the right having a Radius of 215.45 feet and a Length of 290.31 feet; thence N 77°40'19" E a distance of 324.06 feet; thence N 77°40'19" E a distance of 87.37 feet to a curve to the left having a Radius of 245.44 feet and a Length of 302.39 feet and continuing on a curve to the left having a Radius of 245.44 feet and a Length of 79.36 feet; thence N 10°10'20" W a distance of 199.35 feet to a curve to the right having a Radius of 411.08 feet and a Length of 233.51 feet; thence N 22°14'29" E a distance of 45.32 feet to a curve to the right having a Radius of 495.95 feet and a Length of 282.69 feet; thence N 55°00'56" E a distance of 26.68 feet; thence N 55°00'56" E a distance of 297.00 feet; thence N 55°00'56" E a distance of 229.20 feet; thence N 55°00'56" E a distance of 38.30 feet to a curve to the right having a Radius of 275.20 feet and a Length of 324.76 feet; thence S 57°22'13" E a distance of 73.44 feet to a curve to the left having a Radius of 292.60 feet and a Length of 233.83 feet and continuing on a curve to the left having a Radius of 292.60 feet and a Length of 238.43 feet and continuing on a curve to the left having a Radius of 292.60 feet and a Length of 181.43 feet; thence N 05°22'38" W a distance of 50.01 feet; thence N 05°22'38" W a distance of 165.09 feet to a curve to the right having a Radius of 94.98 feet and a Length of 79.09 feet; thence N 42°19'58" E a distance of 319.93 feet to a curve to

the right having a Radius of 151.02 feet and a Length of 132.06 feet; thence N 89°19'31" E a distance of 397.51 feet to a curve to the left having a Radius of 57.72 feet and a length of 49.65 feet; thence N 47°19'04" E a distance of 166.00 feet; thence S 60°26'16" E a distance of 52.50 feet; thence S 60°26'18" E a distance of 375.76 feet; thence S 14°14'41" E a distance of 333.25 feet; thence S 53°37'51" E a distance of 801.03 feet; thence S 27°08'38" E a distance of 664.15 feet; thence S 65°11'09' E a distance of 1269.69 feet; thence S 00°23'26" W a distance of 2519.73 feet; thence N 89°23'45" W a distance of 1318.53 feet to the Point of Beginning, containing 409.98 acres, more or less.

WHEREAS, Developer hereby certifies that it has caused the above described real estate to be surveyed, platted and subdivided into areas, lots and blocks on the plat recorded at Book 402, Page 748-749, Delaware County Clerk's Records, prepared by Poe and Associates, Inc., of Tulsa, which is hereby adopted as the official plat of the above described real estate and shall hereafter be known and named WALNUT HILL AREA, FLINT RIDGE NO. 4, BLOCK 16, A subdivision located in Sections 26 and 27, T 20 N, R 24 E of the Indian Base and Meridian in Delaware county, State of Oklahoma, (hereinafter "WALNUT HILL AREA") which tract of real estate has been subdivided into the following lots and blocks, to-wit:

WALNUT HILL AREA Block 16, Lots 1 through 235, inclusive.

WHEREAS, Developer, by the filing of the plat described above and this Deed of Dedication and Protective Covenants hereby subjects the property located within WALNUT HILL AREA to all of the provisions contained in that certain DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded at Book 263B, Pages 320-363, Delaware County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded at Book 263B, Pages 572-588, Delaware County Clerk's office; SECOND AMENDMENT TO PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded at Book 369, Pages 662-665, Delaware County clerk's office; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH DELAWARE AND ADAIR COUNTIES, OKLAHOMA, recorded at Book 390, Pages 146-217, Delaware County Clerk's office; AMENDED DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA, recorded at Book 393, Pages 797-800, Delaware County Clerk's office (hereinafter collectively referred to as "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED AND FLINT RIDGE NO. 2.") which documents are all incorporated herein by reference and made a part hereof as though they were fully set out herein, all in accordance with the provisions of Article II, Section 2, of those certain "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED AND FLINT RIDGE NO. 2," and further imposes these mutually beneficial covenants and restrictions upon the property known as WALNUT HILL AREA pursuant to a plan of development and use for the benefit of all present and future owners thereof, as herein provided.

NOW, THEREFORE, Developer hereby declares that the additional property contained herein and known as WALNUT HILL AREA, FLINT RIDGE NO. 4, Block 16, A Subdivision located in Sections 26 and 27, T 20 N, R 24 E of the Indian Base and Meridian in Delaware County, State of Oklahoma, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the conditions, covenants, restrictions, uses, and limitations contained in those certain "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED AND FLINT RIDGE NO. 2," each and all of which are declared and agreed to be in furtherance of a plan for the improvement and development of the Property and, where applicable, shall be "covenants running with the land" until January 1, 1994, and shall be both a burden and a benefit of the

Developer, and its successors and assigns, and any person, firm or partnership, corporation or association whomsoever acquiring or owning an interest in the Property (or any part thereof) and any improvements thereon, together with their respective grantees, successors, heirs, executors, administrators, devisees and assigns. Each of said "covenants running with the land" shall automatically extend for two (2) successive ten (10) year periods, provided, however, that any condition(s), restriction(s), covenant(s), use(s), limitation(s) or obligation(s), or any one or more of them, may at any time be waived, modified or changed by either; (1) a written agreement signed and acknowledged by at least seventy-five percent (75%) of all of the property owners within FLINT RIDGE NO. 1 - AMENDED, a Subdivision in Delaware County, Oklahoma, FLINT RIDGE NO. 2, A Subdivision in both Adair and Delaware Counties, Oklahoma, and FLINT RIDGE NO. 4, A Subdivision in Delaware County, Oklahoma, and such agreement being filed of record in the County Clerk's office for both Adair and Delaware Counties, Oklahoma; or (2) by a written agreement signed and acknowledged by all members of the Architectural Control Committee (the "ACC") and a majority in number of the Board of Directors of the Flint Ridge Property Owners Association (the "Association") with a certified copy of a resolution attached showing that said directors are authorized to execute such agreement and that such resolution was passed at a meeting of the membership of the Association by a seventy-five percent (75%) majority of the members and, filing such agreement of record in the Office of the County Clerk of Delaware County, Oklahoma; or (3) as provided in paragraph 6(b).

In addition, Developer further declares as follows:

The following language shall be added to the "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED AND FLINT RIDGE NO. 2" at the appropriate paragraphs listed below:

Paragraph 1 - "...Lots 1 through 235, Walnut Hill Area, Block 16 (the "residential lots") shall not be used or occupied other than for single-family residences except as provided to the contrary herein. Any other use is strictly prohibited."

Paragraph 6(a)-Insert the following language before the last sentence in paragraph 6(a)..."The enclosed interior floor area of any residence located in Walnut Hill Area, Block 16, Flint Ridge No. 4, shall not be less than 850 square feet except for those lots upon which a Multi-Family Residence may be constructed, in which case the minimum square footage shall be as listed in Article I(k) below."

Paragraph 6(b)-Insert the following language at the beginning of paragraph 6(b)..."No building or structure shall be located nearer than 25 feet to any front lot line as the lot lines are shown on the plat of Block 16, Flint Ridge No. 4 and not nearer than 15 feet to any side lot line and..."

Paragraph 8-Insert the words..."Multi-Family Residences" at the beginning of paragraph 8.

Paragraph 9-Insert the following language into paragraph 9... "Permanent mobile homes are hereby permitted on the following residential lots in Walnut Hill Area, Block 16, Flint Ridge No. 4, and none other: Lots 24, 25, 26, 30, 31, 32, 43, 45, 46, 53, 56-85, 89-91, 94, 95, 98, 99, 100, 102, 110, 112-123, 132-199, 205-207, 210-228 and 234. Such mobile homes must be permanently affixed to such lots and shall be connected to septic tanks. The ACC must approve all mobile home installations and shall have the authority to issue permits for mobile homes on said lots on a permanent or non-permanent basis. Multi-family Residences as defined in Article I(k) below are hereby permitted on the following residential lots and none other: Lots 35-41, 44, 47-52, 54 and 55, 103-109, 111, 124-131 and 200-204, Walnut Hill Area, Block 16, Flint Ridge No. 4. Plans for building must be submitted to the ACC for review in accordance with the provisions of paragraph 4 above.

At Article I(c)(xiii) the following language shall be added

..."all roadways as shown on the plats for Flint Ridge No. 4."

At Article I(j) the following language shall be added ..."Residential Lot(s) shall mean and refer to those lots as so designated in paragraph 1 of the Protective Covenants."

At Article I(k) the following definition shall be added..."(k) "Multi-Family Residence" shall mean any building or structure having accommodations for occupancy by two (2) or more (but less than five [5]) families, which building or structure contains at least 400 square feet per family to be measured in accordance with paragraph 6(a) above. Plans and specifications for construction of Multi-Family Residences must be reviewed and approved by the ACC, in accordance with paragraph 4 above, prior to the commencement of any construction.

Any reference made in the DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED AND FLINT RIDGE NO. 2 to Flint Ridge No. 1 - Amended and/or Flint Ridge No. 2 shall also include, refer to, and be applicable to property located in Flint Ridge No. 4.

IN WITNESS WHEREOF, The Developer has caused this Deed of Dedication and Protective Covenants for Flint Ridge No. 4 to be executed by its duly authorized officers and the corporate seal to be affixed hereunto this 15 day of September, 1980.

Flint Ridge Development Company,
an Oklahoma General Partnership
By: Frates Development Company,
an Oklahoma Corporation

ATTEST:

By: _____
Assistant Secretary

By: James E. Robertson
Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 20 day of September, 1980, by James E. Robertson, Vice President of Frates Development Company, as Managing General Partner of Flint Ridge Development Company, an Oklahoma General Partnership, on behalf of the partnership.

Ann A. Osborn
Notary Public

My Commission Expires:
Sept. 3, 1984

Form 5—Northcut Printing & Stationery Co., Tulsa, Okla.

BOOK 325 PAGE 633

General Warranty Deed

(OKLAHOMA STATUTORY FORM)

(For Filing Only)

STATE OF OKLAHOMA DELAWARE COUNTY } SS.
I hereby certify that this instrument was Filed for Record this day MAR 22 1974 1:30 pm
BOOK 325 PAGE 633-34
SAM FIELDS, County Clerk
By Margaret Melton Deputy
6388

THIS INDENTURE: Made this 21st day of March A. D., 19 74, between GEORGE BEHRENFELD and DOLLY BEHRENFELD, husband and wife

of Tulsa County, in the State of Oklahoma, parties, of the first part, hereinafter called party grantor (whether one or more)

and FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma partnership, 5555 E. Skelly Drive, Tulsa, Oklahoma party of the second part, party grantee.

WITNESSETH, That in consideration of the sum of ---------- Ten and No/100 ($10.00) ---------- DOLLARS, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto said party grantee, its heirs and assigns, all of the following described real estate, situated in the County of Delaware State of Oklahoma, to-wit:

A tract of land in the W 1/2 NE 1/4 and the E 1/2 NW 1/4 of Section 27, Township 20 North, Range 24 East, of the Indian Base and Meridian, Delaware County, State of Oklahoma, more particularly described as follows:

GS — D.B.

Beginning at the southeast corner of said W 1/2 of NE 1/4, Section 27; thence west along the south boundary a distance of 2,334.6 feet; thence on a curve to the left with a radius of 236.5 feet a distance of 108.7 feet to a point 105.3 feet north and 2,360.3 feet west of said southeast corner; thence northwesterly a distance of 26.7 feet to a point 129.1 feet north and 2,372.4 feet west of said southeast corner; thence on a curve to the right with a radius of 432.0 feet a distance of 603.8 feet to a point 670.5 feet north and 2,247.0 feet west of said southeast corner; thence northeasterly a distance of 699.5 feet to a point 1,090.7 feet north and 1,687.6 feet west of said southeast corner; thence on a curve to the right with a radius of 336.5 feet a distance of 418.9 feet to a point 1,099.2 feet north and 1,295.3 feet west of said southeast corner; thence southwesterly a distance of 53.5 feet to a point 1,069.0 feet north and 1,251.2 feet west of said southeast corner; thence on a curve to the left with a radius of 236.5 feet a distance of 541.5 feet to a point 1,291.9 feet north and 882.7 feet west of said southeast corner; thence northwesterly a distance of 149.8 feet to a point 1,440.6 feet north and 900.3 feet west of said southeast corner; thence on a curve to the right with a radius of 336.5 feet a distance of 262.9 feet to a point 1,687.4 feet north and 831.4 feet west of said southeast corner; thence northeasterly a distance of 45.1 feet to a point 1,723.0 feet north and 803.6 feet west of said southeast corner; thence on a curve to the right with a radius of 623.0 feet a distance of 599.6 feet to a point 1,961.6 feet north and 278.6 feet west of said southeast corner; thence southeasterly a distance of 67.3 feet to a point 1,957.9 feet north and 211.3 feet west of said southeast corner; thence on a curve to the left with a radius of 236.5 feet a distance of 220.8 feet to a point 2,043.2 feet north and 16.3 feet west of said southeast corner; thence northeasterly a distance of 12.4 feet to a point in the east boundary 2,052.7 feet north of the southeast corner; thence south along the east boundary to the point of beginning, containing 72.0 acres more or less.

INDEXED

Revenue Stamps Purchased but not affixed before recording

BOOK 325 PAGE 634

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party grantor their heirs, executors and administrators does hereby covenant, promise and agree to and with said party grantee, at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT: Easement in favor of Southwestern Gas and Electric Company dated June 1, 1950, and recorded in Book 196, pages 206-208.

and that party grantor will WARRANT AND FOREVER DEFEND the same unto the said party grantee its heirs and assigns, against said party grantor, their heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party grantor, have hereunto set their hand the day and year above written.

George Behrenfeld

Dolly Behrenfeld

STATE OF OKLAHOMA,
County of Tulsa } ss. (Oklahoma Form of Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of March 1974, personally appeared George Behrenfeld and Dolly Behrenfeld, husband and wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires September 30, 1976

Notary Public

Documentary Stamps purchased and cancelled

FORM 3—Bus... Printing & Stationery Co., Tulsa, Okla.

BK 524 PG 449

STATE OF OKLAHOMA
DELAWARE COUNTY
#4776
1987 JUN 22 PM 2:46
BOOK 524 PAGE 449-450
MARGA... BELTON, COUNTY CLE
BY Linda Lopez
DEPUTY

Quit-Claim Deed

THIS INDENTURE, made this 18 day of June A. D., 1987,

between MARK R. REENTS, a married person, joined by his spouse, DARCY G. REENTS, husband and wife,

of Tulsa County, State of Oklahoma, party of the first part,

and FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership,

party of the second part.

WITNESSETH, That said party of the first part, in consideration of the sum of Ten and 00/100 ($10.00) Dollars, along with other good and valuable ~~consideration, the receipt and sufficiency of which is acknowledged,~~ DOLLARS to be duly paid, the receipt whereof is hereby acknowledged, do hereby quit-claim, grant, bargain, sell and convey unto the said party of the second part, and to its heirs and assigns forever, all their right, title, interest and estate, both at law and in equity, of, in and to, the following described real estate, situated in the County of Delaware

State of Oklahoma, to-wit: A tract of land lying in Section 29, Township 20 North, Range 24 East, of the Indian Base and Meridian, situated in the County of Delaware, State of Oklahoma, consisting of approximately 42.14 acres, all as more particularly described on Exhibit "A" attached hereto and made a part hereof

Together with all and singular the hereditaments and appurtenances thereunto belonging. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part Y heirs and assigns forever.

In Witness Whereof, The said party of the first part have hereunto set their hands the day and year above written.

MARK R. REENTS, a married person, joined by his spouse,

DARCY G. REENTS

STATE OF OKLAHOMA,
County of TULSA } ss.

(*Oklahoma Form of Acknowledgment*)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of June, 1987, personally appeared MARK R. REENTS, a married person, joined ~~and~~ by his spouse, DARCY G. REENTS, husband and wife,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires Aug. 31, 1987

Notary Public

Exhibit "A"

This is a description of a tract of land lying in Section 29, Township 29 North, Range 24 East, of the Indian Base and Meridian, situated in the County of Delaware, State of Oklahoma, more particularly described as follows:

COMMENCING at the northeast corner of said section 29 and thence S 00° 07'49" E, along the line between sections 28 and 29, for a distance of 3390.00 feet to the POINT OF BEGINNING and thence continue S 00°07'49" E for a distance of 380.00 feet; thence S 80°05'08" W for a distance of 136.38 feet; thence along a curve to the right, having a radius of 220.00 feet, for a distance of 113.60 feet; thence S 16°56'48" W for a distance of 284.86 feet; thence along a curve to the left, having a radius of 180.00 feet, for a distance of 75.33 feet; thence S 07°01'52" E for a distance of 137.76 feet; thence along a curve to the right, having a radius of 61.05 feet, for a distance of 116.52 feet, thence N 77°40'37" W for a distance of 95.08 feet; thence along a curve to the left, having a radius of 468.59 feet, for a distance of 103.96 feet; thence S 89°36'46" W for a distance of 6.15 feet; thence along a curve to the left, having a radius of 1230.79 feet, for a distance of 239.62 feet; thence S 78° 31'48" W for a distance of 184.83 feet; thence along a curve to the right, having a radius of 1353.15 feet, for a distance of 213.84 feet; thence along a curve to the left, having a radius of 131.58 feet, for a distance of 101.28 feet; thence S 43°20'16" W for a distance of 56.97 feet; thence along a curve to the right, having a radius of 445.93 feet, for a distance of 297.94 feet; thence S 01°45'06" W for a distance of 253.65 feet; thence along a curve to the left, having a radius of 156.91 feet, for a distance of 92.54 feet; thence S 47° 57'38" W for a distance of 359.25 feet; thence along a curve to the right, having a radius of 890.32 feet, for a distance of 146.83 feet; thence S 57° 24'34" W for a distance of 68.48 feet; thence along a curve to the left, having a radius of 234.96 feet, for a distance of 82.95 feet; thence S 37°10'52" W for a distance of 57.30 feet to the south line of Delaware County and the south line of said section 29, thence N 89°50'49" W, along said section and county lines, for a distance of 50.10 feet; thence N 37°10'52" E for a distance of 87.48 feet; thence along a curve to the right, having a radius of 274.96 feet, for a distance of 97.08 feet; thence N 57°24'34" E for a distance of 68.48 feet; thence along a curve to the left, having a radius of 850.32 feet, for a distance of 140.23 feet; thence N 47°57'38" E for a distance of 359.25 feet; thence along a curve to the right, having a radius of 196.91 feet, for a distance of 116.13 feet; thence N 01°45'06" E for a distance of 253.65 feet; thence along a curve to the left, having a radius of 405.93 feet, for a distance of 271.21 feet; thence N 43 20'16" E for a distance of 56.97 feet; thence along a curve to the right, having a radius of 171.58 feet, for a distance of 132.39 feet; thence along a curve to the left, having a radius of 1313.15 feet, for a distance of 207.20 feet; thence N 78°31'48" E for a distance of 184.83 feet; thence along a curve to the right, having a radius of 1278.79 feet, for a distance of 247.36 feet; thence N 89°36'46" E for a distance of 6.15 feet; thence along a curve to the right, having a radius of 508.59 feet, for a distance of 112.83 feet; thence S 77°40'37" E for a distance of 95.08 feet; thence along a curve to the left, having a radius of 21.05 feet, for a distance of 40.18 feet; thence N 07°01'52" W for a distance of 137.76 feet; thence along a curve to the right, having a radius of 220.00 feet, for a distance of 92.07 feet; thence N 16°56'48" E for a distance of 284.86 feet; thence along a curve to the left, having a radius of 180.00 feet, for a distance of 232.03 feet; thence N 56°54'42" W for a distance of 611.90 feet; thence N 48°04'05" W for a distance of 306.59 feet; thence along a curve to the left, having a radius of 220.00 feet, for a distance of 190.71 feet; thence S 82°15'57" W for a distance of 38.99 feet; thence along a curve to the right, having a radius of 522.48 feet, for a distance of 241.97 feet; thence along a curve to the right, having a radius of 284.61 feet, for a distance of 248.07 feet; thence N 20°55'56" W for a distance of 127.47 feet; thence along a curve to the left, having a radius of 840.00 feet, for a distance of 253.04 feet; thence N 38°14'47" W for a distance of 315.94 feet; thence along a curve to the left, having a radius of 370.86 feet, for a distance of 220.90 feet; thence N 72°22'26" W for a distance of 120.45 feet; thence along a curve to the right, having a radius of 254.01 feet, for a distance of 304.80 feet; thence N 03° 50'12" W for a distance of 944.59 feet; thence S 86°24'49" E for a distance of 441.35 feet; thence S 77°06'49" E for a distance of 503.82 feet; thence along a curve to the left, having a radius of 190.00 feet, for a distance of 172.02 feet; thence N 51°00'51" E for a distance of 73.33 feet; thence S 24°00'00" E for a distance of 41.41 feet; thence S 51°00'51" W for a distance of 62.63 feet; thence along a curve to the right, having a radius of 230.00 feet, for a distance of 208.23 feet; thence N 77°06'49" W for a distance of 500.57 feet; thence N 86°24'49" W for a distance of 122.55 feet; thence S 14°19'47" E for a distance of 472.94 feet; thence N 75°15'14" E for a distance of 110.00 feet; thence S 32°00'19" E for a distance of 1226.42 feet; thence S 60°41'39" E for a distance of 536.60 feet; thence S 46°10'09" E for a distance of 673.11 feet; thence S 60°07'25" E for a distance of 301.71 feet to the line between said sections 28 and 29, and the POINT OF BEGINNING. Above described tract of land contains 42.14 acres.

FILED
STATE OF OKLAHOMA
DELAWARE COUNTY

1997 JAN 25 PM 2:42

524 230-239

BY

#4902

524 700

CERTIFICATE OF DEDICATION FOR

INDIAN SPRINGS AREA
FLINT RIDGE NO. 4
BLOCK 28

KNOW ALL MEN BY THESE PRESENTS:

That FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma General Partnership, comprised of FRATES DEVELOPMENT COMPANY, an Oklahoma Corporation, managing general partner, and HOMESTEAD DEVELOPMENT COMPANY, an Oklahoma Corporation, general partner, is the owner of the following described property, to wit:

This is a description of a tract of land lying in Section 29, Township 20 North, Range 24 East, of the Indian Base and Meridian, situated in the County of Delaware, State of Oklahoma, more particularly described as follows:

COMMENCING at the northeast corner of said section 29 and thence S 00° 07'49" E, along the line between sections 28 and 29, for a distance of 3390.00 feet to the POINT OF BEGINNING and thence continue S 00°07'49" E for a distance of 380.00 feet; thence S 80°05'08" W for a distance of 136.38 feet; thence along a curve to the right, having a radius of 220.00 feet, for a distance of 113.60 feet; thence S 16°56'48" W for a distance of 284.88 feet; thence along a curve to the left, having a radius of 180.00 feet, for a distance of 75.33 feet; thence S 07°01'52" E for a distance of 137.78 feet; thence along a curve to the right, having a radius of 61.05 feet, for a distance of 118.52 feet; thence N 77°40'37" W for a distance of 95.08 feet; thence along a curve to the left, having a radius of 468.59 feet, for a distance of 103.95 feet; thence S 89°36'46" W for a distance of 6.15 feet; thence along a curve to the left, having a radius of 1238.79 feet, for a distance of 239.62 feet; thence S 78° 31'48" W for a distance of 184.83 feet; thence along a curve to the right, having a radius of 1353.15 feet, for a distance of 213.84 feet; thence along a curve to the left, having a radius of 131.58 feet, for a distance of 101.28 feet; thence S 43°28'18" W for a distance of 56.97 feet; thence along a curve to the right, having a radius of 445.93 feet, for a distance of 297.94 feet; thence S 81°45'06" W for a distance of 253.65 feet; thence along a curve to the left, having a radius of 156.91 feet, for a distance of 92.54 feet; thence S 47° 57'38" W for a distance of 359.25 feet; thence along a curve to the right, having a radius of 890.32 feet, for a distance of 146.83 feet; thence S 57° 24'34" W for a distance of 88.48 feet; thence along a curve to the left, having a radius of 234.98 feet, for a distance of 62.95 feet; thence S 37°10'52" W for a distance of 57.30 feet to the south line of Delaware County and the south line of said section 29, thence N 89°50'49" W, along said section and county lines, for a distance of 50.10 feet; thence N 37°10'52" E for a distance of 87.48 feet; thence along a curve to the right, having a radius of 274.98 feet, for a distance of 97.08 feet; thence N 57°24'34" E for a distance of 88.48 feet; thence along a curve to the left, having a radius of 850.32 feet, for a distance of 140.23 feet; thence N 47°57'38" E for a distance of 359.25 feet; thence along a curve to the right, having a radius of 198.91 feet, for a distance of 118.13 feet; thence N 81°45'06" E for a distance of 253.85 feet; thence along a curve to the left, having a radius of 405.93 feet, for a distance of 271.21 feet; thence N 43 28'16" E for a distance of 56.97 feet, thence along a curve to the right, having a radius of 171.58 feet, for a distance of 132.39 feet; thence along a curve to the left, having a radius of 1313.15 feet, for a distance of 207.20 feet; thence N 78°31'48" E for a distance of 184.83 feet; thence along a curve to the right, having a radius of 1278.79 feet, for a distance of 247.36 feet; thence N 89°36'46" E for a distance of 6.15 feet; 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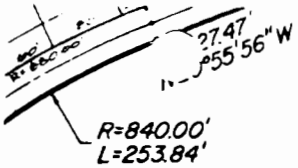
thence along a curve to the left, having a radius of 840.00 feet, for a distance of 253.84 feet; thence N 38°14'47" W for a distance of 315.94 feet; thence along a curve to the left, having a radius of 370.88 feet, for a distance of 220.90 feet; thence N 72°22'26" W for a distance of 120.45 feet; thence along a curve to the right, having a radius of 254.81 feet, for a distance of 304.60 feet; thence N 03° 50'12" W for a distance of 944.59 feet; thence S 86°24'49" E for a distance of 441.35 feet; thence S 77°06'49" E for a distance of 503.82 feet; thence along a curve to the left, having a radius of 190.00 feet, for a distance of 172.02 feet; thence N 51°00'51" E for a distance of 73.33 feet; thence S 24°00'00" E for a distance of 41.41 feet; thence S 51°00'51" W for a distance of 62.63 feet; thence along a curve to the right, having a radius of 230.00 feet, for a distance of 208.23 feet; thence N 77°06'49" W for a distance of 500.57 feet; thence N 86°24'49" W for a distance of 122.55 feet, thence S 14°13'47" E for a distance of 472.94 feet; thence N 75°15'14" E for a distance of 110.00 feet; thence S 32°00'19" E for a distance of 1226.42 feet; thence S 68°41'39" E for a distance of 536.68 feet; thence S 46°10'09" E for a distance of 893.11 feet; thence S 60°07'25" E for a distance of 381.71 feet to the line between said sections 28 and 29, and the POINT OF BEGINNING. Above described tract of land contains 42.14 acres.



524 731

Whereas, the said owner has caused the above described property to be surveyed; platted and staked into lots and streets by Jack L. Holt, P.E./L.S., in conformity with the accompanying and attached plat which said owner hereby adopts as the official plat of the above described land and hereinafter shall be known as Indian Springs Area, Flint Ridge No. 4, Block 28, a subdivision in Delaware County, Oklahoma, hereinafter referred to as Block 28.

And, the undersigned owner hereby designates the easements as shown on the accompanying plat for the several purposes of constructing, maintaining, and operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment for each such utility, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to said easements for the uses and purposes, aforesaid, together with similar rights in each and all of the private streets shown on said plat; PROVIDED, HOWEVER, the undersigned owner hereby reserves, unto itself, its successors, assigns and/or designees to either construct or cause to be constructed, maintain(ed), operate(d), repair(ed), remove(d) and/or replace(d) storm and sanitary sewer, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines together with all fittings and equipment, together with the right to ingress and egress for such construction, maintenance, operation, having and relaying over, under, across, upon, and along all the easements and streets shown on said plat, both for the purpose of furnishing services to the area included in said plat and to any other areas.

For the purpose of providing an orderly development of Block 28 and for the further purpose of protection of ourselves and our successors in title to any property therein, and for the further purpose of preserving the character of the development and construction therein and for the protection and safety of the general public and to insure a pleasant neighborhood appearance, we do hereby declare, establish, and impose certain restrictive covenants upon Block 28 which are contained in the accompanying and attached "PROTECTIVE COVENANTS FOR INDIAN SPRINGS AREA, FLINT RIDGE NO. 4, BLOCK 28". Which protective covenants shall be adhered to by our successors in title to property in Block 28, and shall be adhered to by any person, or persons who shall reside or make use of, any property therein, including but not limited to any person, or persons, firms, partnerships, associations or corporations, accepting title to or conveyance of, residing in or having any interest in, of any kind or type whatsoever in Block 28, shall strictly adhere to such restrictive covenants, and by accepting such title or conveyance, either directly or remotely, to any property in Block 28, shall be deemed to have assented and agreed to, and be bound by such restrictive covenants and shall be entitled to all the benefits thereof, and shall assume all the responsibilities thereof.

FLINT RIDGE DEVELOPMENT COMPANY
An Oklahoma General Partnership
By: FRATES DEVELOPMENT COMPANY
An Oklahoma Corporation
Managing General Partner

Stephen W. Mills, Sr. Vice Pres.

Attest:

Diane Sutherland
~~Robert L. Sandage~~ Asst. Secretary

(Corporate Seal)

SEAL OKLAHOMA

KNOW ALL MEN BY THESE PRESE

That FLINT RIDGE DEVEL
comprised of FRATES DEVELOP
general partner, and HOMEST
general partner, is the own

This is a description
North, Range 24 East,
County of Delaware, St
follows:
COMMENCING at the nort
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113.60 feet; thence S 15°56
curve to the left, having
feet; thence S 07°01'52" E
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having a radius of 1238.79
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left, having a radius of 1
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having a radius of 254.5
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curve to the left, havin
feet; thence N 51°00'51"
for a distance of 41.41
feet; thence along a cu
distance of 206.23 feet
thence N 86°24'49" W fo
distance of 472.94 feet
thence S 32°00'19" E fo
distance of 538.86 feet
thence S 80°07'25" E fo
sections 28 and 29, and
contains 42.14 acres.

BOOK 524 PAGE 736

DELAWA
ADAIR C

CERTIFICATE OF SURVEY

I, Jack L. Holt, the undersigned, a Registered Professional Engineer and Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, staked with iron pins and platted the above described tract of land designated as Indian Springs Area, Flint Ridge No. 4, Block 28, a subdivision in Delaware County, Oklahoma, and that the above plat is a true and correct representation of said survey.

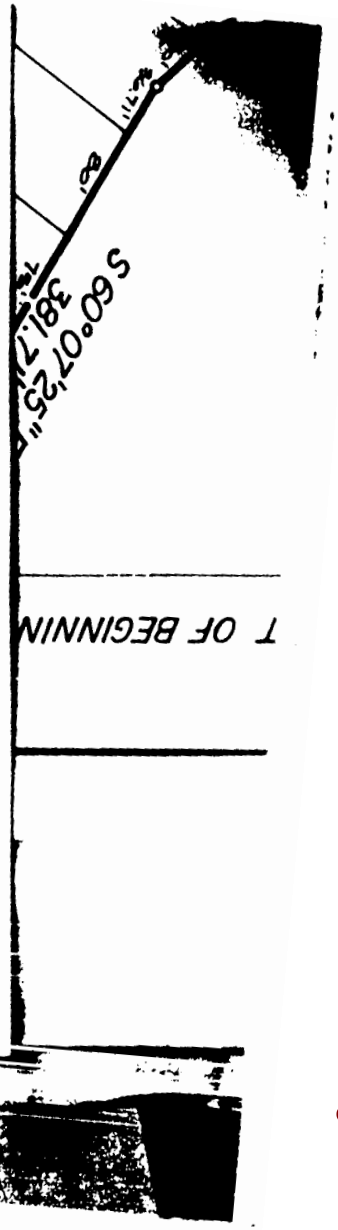
Jack L. Holt
Registered Professional Engineer No. 10537
Registered Land Surveyor No. 1017

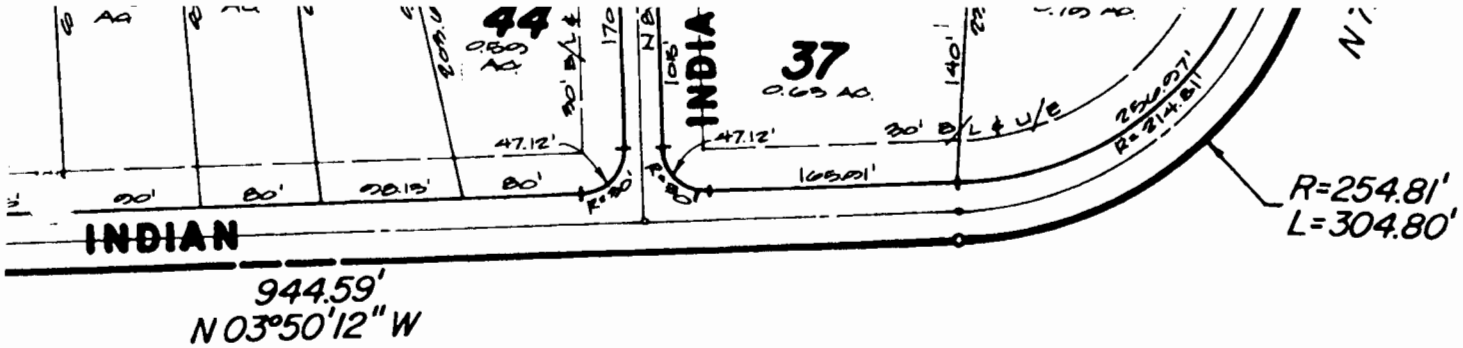
TATE OF OKLAHOMA
OUNTY OF DELAWARE

The forgoing instrument was acknowledged before me this the 3rd day of June, 1987, by Jack L. Holt, P E./L.S.

My commission expires:
6/12/89

Notary Public





STATE DEPARTMENT OF HEALTH

I hereby certify, as a representative of the Oklahoma State Department of Health, that this subdivision meets the minimum requirements for individual septic tanks and tile field use for sewage disposal.

Darin Haggard 6-25-87
Sanitarian Date

I, the County Treasurer in and for Delaware County, Oklahoma, hereby certify that all taxes for the year 1987 and all previous years have been paid.

This the 25th day of June, 1987.

Elaine Wise
County Treasurer

COUNTY OF DELAWARE OKLAHOMA

QUIT-CLAIM DEED

49.50 Rev.

BOOK 733 PAGE 190

THIS INDENTURE is made on this 30th day of August, 1993, between COMDEL LIMITED PARTNERSHIP, an Oklahoma limited partnership, of 1323 East 71st Street, Suite 102, Tulsa, Oklahoma 74136, hereinafter referred to as Grantor, and FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, of P.O. Box 5, Kansas, Oklahoma, hereinafter referred to as Grantee.

WITNESSETH, that said Grantor, in consideration of the sum of TEN DOLLARS and other good and valuable consideration duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the said Grantee, and to its successors and assigns forever, all Grantor's right, title, interest and estate, both at law and in equity, of, in and to, the real property, situated in the County of Delaware, State of Oklahoma, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor had hereunto set its hand on the day and year above written.

COMDEL LIMITED PARTNERSHIP
By: GPS, Inc., an Oklahoma corporation, its Managing General Partner

(SEAL)
ATTEST:
Secretary

By:
Robert E. Merrick, Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 30th day of August, 1993, by Robert E. Merrick, Vice President of GPS, Inc., an Oklahoma corporation, in its capacity as managing general partner of Comdel Limited Partnership, an Oklahoma limited partnership, on behalf of said partnership.

Notary Public

My commission expires:
August 18, 1995
(SEAL)

[FU63]

FILED
STATE OF OKLAHOMA
DELAWARE COUNTY
#10
'93 SEP 10 AM 10 40
BOOK 733 PAGE 190-191
JIM SWIN... COUNTY CLK
BY CB # 8547
DEPUTY

OKLAHOMA Documentary Tax Commission
AUG 10 '93
$ 48.50

COMDEL PROPERTIES
Delaware County, Oklahoma

1. All of the area designated as Tract A in Block No. 1, Bear Lake Area, Flint Ridge No. 1-Amended, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof, and more particularly described as follows:

Beginning at the Northwesterly corner of Lot 9, BLOCK NO. 1, BEAR LAKE AREA, FLINT RIDGE NO. 1-AMENDED, a subdivision located in Delaware County, State of Oklahoma, according to the recorded Plat thereof; thence Southwesterly along a line a distance of 737.7 feet to a point at Bear Lake; thence Southerly along Bear Lake a distance of 572.5 feet to a point; thence Northwesterly a distance of 593.6 feet to a point at the end tributary of Bear Lake; thence Southeasterly a distance of 488.8 feet to a point on the centerline of State Highway 10; thence Northerly along the centerline of Highway 10 a distance of approximately 3666 feet to a point; thence Southeasterly a distance of approximately 112 feet to the Northwest corner of Lot 1, BLOCK NO. 1, BEAR LAKE AREA; thence Southerly along the West boundary of Block 1 a distance of approximately 1974.9 feet to the point of Beginning; EXCEPT a 50-foot wide public easement parallel along the Easterly side of Highway 10; said tract containing 33.8 acres, more or less, according to the easement.

AND

2. All of the real property currently owned by Comdel Limited Partnership within the E2 NE SE, SE SE, N2 SW SE and S2 SW SE of Section 34, Township 20N, Range 24E, lying north and west of center line of the Illinois River in Delaware County, Oklahoma, containing 34.00 acres more or less.

AND

3. Two tracts of land lying in Section 26, Township 20 North, Range 24 East, of the Indian Base and Meridian, situated in the County of Delaware, State of Oklahoma, more particularly described as follows:

TRACT ONE:

COMMENCING at the northwest corner of said Section 26 and thence N 88°33'02" E along the north line of said Section, for a distance of 1314.18 feet to the POINT OF BEGINNING; thence continue N 88°33'02" E, along said north line, for distance of 857.09 feet; thence S 0°11'20" W for a distance of 346.89 feet; thence N 55°40'47" W for a distance of 306.31 feet; thence along a curve to the left, having a radius of 350.00 feet, for a distance of 270.27 feet; thence S 80°04'35" W for a distance of 147.62 feet; thence N 0°08'31" E for a distance of 129.31 feet to the north line of said Section 26 and the POINT OF BEGINNING The above described tract of land contains 2.82 acres.

TRACT TWO:

COMMENCING at the northwest corner of said Section 26 and thence N 88°33'02" E, along the north line of said Section 26, for a distance of 1314.18 feet; thence S 0°08'31" W for a distance of 129.31 feet; thence S 55°49'11" W for a distance of 243.41 feet to the POINT OF BEGINNING; thence N 80°04'35" E for a distance of 369.55 feet; thence along a curve to the right, having a radius of 250.00 feet, for a distance of 193.05 feet; thence S 55°40'47" E for a distance of 342.09 feet; thence along curve to the left, having a radius of 800.00 feet, for a distance of 204.72 feet; thence S 75°13'46" E for a distance of 160.72 feet; thence along a curve to the right, having a radius of 200.00 feet, for a distance of 174.34 feet; thence S 82°45'00" W for a distance of 87.83 feet; thence S 36°10'47" W for a distance of 249.02 feet; thence S 01°18'53" W for a distance of 305.08 feet; thence S 24°31'51" W for a distance of 327.57 feet; thence S 48°40'10" W for a distance of 298.30 feet; thence S 22°49'27" W for a distance of 582.82 feet; thence S 19°00'00" W for a distance of 239.36 feet; thence N 71°00'00" W for a distance of 82.47 feet; thence N 17°00'19" W for a distance of 735.14 feet; thence N 27°20'12" W for a distance of 664.17 feet; thence N 39°35'17" E for a distance of 337.38 feet; thence N 03°02'01" W for a distance of 605.49 feet to the POINT OF BEGINNING. The above described tract of land contains 38.92 acres.

Combined tracts of land contain 41.54 acres.

4. Lot 86, Block No. 3, Hidden Valley Area, Flint Ridge No. 1-Amended, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof.

1323 E. 71 Suite 100
Tulsa, Okl a 74136

BOOK 545 PAGE 881

GENERAL WARRANTY DEED

THIS INDENTURE, made effective the 1ST day of JANUARY, 1987, between FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership, party of the first part, and FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, party of the second part.

WITNESSETH, That in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, party of the first part does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, real estate situated in the County of Delaware, State of Oklahoma, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said FLINT RIDGE DEVELOPMENT COMPANY, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all singular the above granted and described premises; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind EXCEPT, easements, rights-of-way and restrictive covenants previously filed of record, AND, EXCEPT, party of the first part reserves to itself, its successors and assgins, a perpetual easement for ingress and egress, and for construction or installation of improvements, utilities and/or roadways, as it deems advisable, on or over the above-described premises, and that said party of the first part will WARRANT AND FOREVER DEFEND the same unto said party of the second part, its successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name at Tulsa, Oklahoma, the year and day first above written.

FLINT RIDGE DEVELOPMENT COMPANY,
an Oklahoma general partnership
By: FRATES DEVELOPMENT COMPANY,
Managing General Partner

ATTEST:

(Assistant) Secretary

FILED
STATE OF OKLAHOMA
DELAWARE COUNTY

By Stephen W. Mills
~~(Vice)~~ President

1988 AUG 26 PM 3:12
BOOK 545 PAGE 881-882
DELAWARE COUNTY CLERK
BY JK DEPUTY #5890

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned Notary Public in and for said County and State, on this 16th day of August, 1988, personally appeared Stephen W. Mills, President of Frates Development Company, in its capacity as Managing General Partner of Flint Ridge Development Company, an Oklahoma general partnership, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth and in the capacity therein stated.

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

My commission expires:
August 1, 1990

Notary Public

[2/4/7]

EXHIBIT "A"

Legal Description of Property
Located in Delaware County, State of Oklahoma

All roadways and all easements previously reserved to Flint Ridge Development Company, including the security station and gate constructed upon such roadways or easements at the Highway 10 entrance, as shown on the recorded plats of the following subdivisions located in Delaware County, State of Oklahoma:

BLOCK NO. 1, BEAR LAKE AREA, FLINT RIDGE NO. 1-AMENDED; BLOCK NO. 2, FOX CREEK AREA, FLINT RIDGE NO. 1-AMENDED; BLOCK NO. 3, HIDDEN VALLEY AREA, FLINT RIDGE NO. 1-AMENDED; BLOCK NO. 4, DEER CREEK AREA, FLINT RIDGE NO. 1-AMENDED; BLOCK NO. 6, HIGHLAND AREA, FLINT RIDGE NO. 1-AMENDED; BLOCK NO. 7, BIRD CREEK AREA, FLINT RIDGE NO. 1-AMENDED; PORTION OF BLOCK 7, FLINT RIDGE NO. 1-AMENDED; BLOCK NO. 8, CLEAR CREEK AREA, FLINT RIDGE NO. 1-AMENDED; BLOCK NO. 9, PINE RIDGE AREA, FLINT RIDGE NO. 1-AMENDED; STONE RIDGE AREA, FLINT RIDGE NO. 2, BLOCK NO. 10, AMENDED; WALNUT HILL AREA, FLINT RIDGE NO. 4, BLOCK NO. 16; BERRY HILL AREA, FLINT RIDGE NO. 4, BLOCK 17; INDIAN SPRINGS AREA, FLINT RIDGE NO. 4, BLOCK 28;

AND

That area designated as Bear Lake Area (26.9 acres) as shown on the plat for BLOCK NO. 1, BEAR LAKE AREA, FLINT RIDGE NO. 1-AMENDED;

AND

Clear Creek Reservoir (18.7 acres) as shown on the plat for BLOCK NO. 6, HIGHLAND AREA, FLINT RIDGE NO. 1-AMENDED;

AND

The water plant site (7.7 acres); and Clear Creek Park (13.3 acres) as shown on the plat for BLOCK NO. 7, BIRD CREEK AREA, FLINT RIDGE NO. 1-AMENDED;

AND

Sycamore Park (100.1 acres) as shown on the plat for BLOCK NO. 9, PINE RIDGE AREA, FLINT RIDGE NO. 1-AMENDED;

AND

Pine Ridge Lodge, a tract of land located in Tract A, PINE RIDGE AREA, FLINT RIDGE NO. 1, commonly known as the "Round House", and more particularly described as follows:

BEGINNING at the centerpoint of the cul-de-sac of Pine Ridge Road, which is located 221.00 feet East and 1205.00 feet North of the South quarter corner of Section 34, Township 20 North, Range 24 East of the Indian Base and Meridian; thence N 28°20'04" E for a distance of 65.00 feet; thence S 61°39'56" E for a distance of 25.00 feet to the Point of Beginning; thence continuing S 61°39'56" E for a distance of 208.71 feet; thence S 28°20'04" W for a distance of 208.71 feet; thence N 61°39'56" W for a distance of 208.71 feet; thence N 28°20'04" E for a distance of 208.71 feet to the Point of Beginning; said tract containing 1.0 acres, more or less.

QUIT-CLAIM DEED

BOOK 733 PAGE 192

$48.00 Rev.

THIS INDENTURE is made on this 30th day of August, 1993, between FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership, of 1323 East 71st Street, Suite 102, Tulsa, Oklahoma 74136, hereinafter referred to as Grantor, and FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC., an Oklahoma non-profit corporation, of P.O. Box 5, Kansas, Oklahoma, hereinafter referred to as Grantee.

WITNESSETH, that said Grantor, in consideration of the sum of TEN DOLLARS and other good and valuable consideration duly paid, the receipt whereof is hereby acknowledged, does hereby quit-claim, grant, bargain, sell and convey unto the said Grantee, and to its successors and assigns forever, all Grantor's right, title, interest and estate, both at law and in equity, of, in and to, the real property, situated in the County of Delaware, State of Oklahoma, more particularly described in Exhibit "A" attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above granted premises unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor had hereunto set its hand on the day and year above written.

FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership
By: Frates Development Company, an Oklahoma corporation, its Managing General Partner

(SEAL)
ATTEST:

Secretary

By: Robert E. Merrick, Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 30th day of August, 1993, by Robert E. Merrick, Vice President of Frates Development Company, an Oklahoma corporation, in its capacity as managing general partner of Flint Ridge Development Company, an Oklahoma general partnership, on behalf of said partnership.

Notary Public

My commission expires:
August 28, 1995
(SEAL)

[P165]

OKLAHOMA Documentary TAX $48.00

FILED
STATE OF OKLAHOMA
DELAWARE COUNTY
#12
'93 SEP 10 AM 10 41
BOOK 733 PAGE 192-194
JIM SWIFT COUNTY CLK
BY CB #8568
DEPUTY

Delaware County

LEGAL DESCRIPTIONS

1. All of the area designated as Tract C in BLOCK NO. 1, BEAR LAKE AREA, FLINT RIDGE NO. 1-AMENDED, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

2. All of the reserve area in BLOCK 16, WALNUT HILL AREA, FLINT RIDGE NO. 4, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

3. An area designated as Tract "D", BLOCK NO. 3, HIDDEN VALLEY AREA, FLINT RIDGE NO. 1-AMENDED, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

4. All of the reserve area in BLOCK NO. 8, CLEAR CREEK AREA, FLINT RIDGE NO. 1-AMENDED, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

5. All of the area designated as Tract "A" in BLOCK NO. 9, PINE RIDGE AREA, FLINT RIDGE NO. 1-AMENDED, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof; less Flint Ridge Property Owners' Association, Inc. property;

AND

6. All of the reserve area in STONE RIDGE AREA, FLINT RIDGE NO. 2, BLOCK NO. 10, AMENDED, a subdivision located in Sections 27, 28, and 33, Township 20 North, Range 24 East of the Indian Base and Meridian in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

7. Lot 38, STONE RIDGE AREA, FLINT RIDGE NO. 2, BLOCK NO. 10, AMENDED, a subdivision located in Sections 27, 28 and 33, Township 20 North, Range 24 East of the Indian Base and Meridian in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

8. Lot 24, WALNUT HILL AREA, FLINT RIDGE NO. 4, BLOCK NO. 16, a subdivision located in Sections 26 and 27, Township 20 North, Range 24 East of the Indian base and Meridian in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

9. All of the area designated as Tract G in BERRY HILL AREA, FLINT RIDGE NO. 4, BLOCK 17, a subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

10. All of the area designated as Reserve Tract "E" in INDIAN VALLEY AREA, FLINT RIDGE NO. 4, BLOCK 29, a subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

11. Lots 1, 2, 3, 4, 5, 6, 7, 12, 68, 72, 75, 77, and 81, all in FLINT RIDGE R.V. PARK, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

12. All of the area designated as Tract "C" located in FLINT RIDGE R.V. PARK, NO. 2, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof;

AND

13. Lots 1 and 2, in FLINT RIDGE R.V. PARK, NO. 2, a subdivision located in Delaware County, State of Oklahoma, according to the recorded plat thereof.

76.00

87276

DEED OF DEDICATION AND
PROTECTIVE COVENANTS FOR
FLINT RIDGE NO. 2 A SUBDIVISION
IN BOTH ADAIR AND DELAWARE
COUNTIES, OKLAHOMA

WHEREAS, the undersigned, FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma partnership ("Developer") being the owner of the following described real property located in Delaware County, State of Oklahoma, to-wit:

A subdivision of land lying in Sections 27, 28, and 33, Township 20 North, Range 24 East of the Indian Base and Meridian in Delaware County, Oklahoma, more particularly described as follows:

a tract of land being in Sections 28, 33, 27, Township 20 North, Range 24 East, County of Delaware, State of Oklahoma, being more particularly described as follows, to-wit:

BEGINNING at the East Quarter corner of said Section 28, being a 2 inch iron pipe in place; thence North 89°44'05" West a distance of 1343.81 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28 being a 2 inch iron pipe in place; thence South 0°21'05" West a distance of 1323.14 feet to the Southwest corner of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section 28 being a 2 inch iron pipe in place; thence North 89°53'47" West a distance of 1339.50 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) Section 28 being a 2 inch iron pipe in place; thence North 0°05'37" West a distance of 662.74 feet to the Northeast corner of the South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of Section 28, being a 2 inch iron pipe in place; thence South 89°44'01" West a distance of 1077.93 feet to the Northeast corner of Lot 128, HIDDEN VALLEY AREA of FLINT RIDGE NUMBER 1 a Recorded Plat; thence South 0°03'02" West a distance of 146.90 feet to the center of a platted cul-de-sac also being the center line of a platted street called Oak Road; thence along a curve to the right having an arc length of 170.97 feet and a central angle of 44°13'34" to a point of tangency; thence South 45°43'24" East 160.70 feet to a point of curvature; thence along a curve to the right having an arc length of 280.0 feet and a central angle of 56°00'00" to a point of tangency; thence South 10°16'36" West a distance of 30.20 feet to a point of curvature; thence along a curve to the left having an arc length of 231.29 feet and a central angle of 46°15'30" to a point of tangency; thence South 35°58'54" East a distance of 37.1 feet to a point of curvature; thence along a curve to the right having an arc length of 359.67 feet and a central angle of 35°58'00" to a point of tangency; thence South 0°0'54" East a distance of 85.4 feet to the point of curvature; thence along a curve to the left having an arc length of 130 feet and a central angle of 6°30'00" to a point of tangency; thence South 6°30'54" East a distance of 236.85 feet to a point of curvature; thence along a curve to the left having an arc length of 106.35 feet and a central angle of 5°19'0" to a point of tangency thence South 11°49'54" East a distance of 198.30 feet to a point of curvature; thence along a curve to the right having an arc length of 268.70 feet and a central angle of 25°[illegible]'10" to a point of tangency; thence South 14°02'16" West a distance of 226.40 feet to point of curvature; thence along a curve to the left having an arc length of 245.74 feet and a central angle of 36°51'40" to a point of tangency; thence South 22°49'24" East a distance of 74.40 feet to a point of curvature; thence along a curve to the left having an arc length of 124.84 feet and a central angle of 24°54'08" to a point of tangency; thence South 47°47'32" East a distance of 83.5 feet to a point of intersection with the center line of Flint Ridge Drive as shown on the Recorded Plat of FLINT RIDGE 1; thence Northeasterly along a curve to the right having an arc length of 179.15 feet and a central angle of 35°49'26" to the point of tangency; thence North 78°01'48" East a distance of 31.70 feet to the point of curvature; thence along a curve to the left having an arc length of 117.5 feet and a central angle of 17°37'40" to a point of tangency; thence North 60°24'08" East a distance of 77.6 feet to a point of curvature; thence along a curve to the

right having an arc length of 158.9 feet, and a central angle of 23°50' to a point of tangency; thence North 84°14'08" East a distance of 51.6 feet to a point of curvature; thence along a curve to the left having an arc length of 148.3 feet and a central angle of 22°14'30" to a point of tangency; thence North 61°59'38" East a distance of 17.80 feet to a point of curvature; thence along a curve to the right having an arc length of 171.7 feet and a central angle of 25°42'24" to a point of tangency; thence North 87°42'02" Ea a distance of 435.8 feet to a point of curvature; thence along a curve to the right having an arc length of 250.3 feet and a central angle of 50°03'54" to a point of tangency; thence North 37°38'08" East a distance of 324.30 feet to a point of curvature; thence along a curve to the right having an arc length of 195.5 feet and a central angle of 39°06'10" to a point of tangency; thence North 76°44'18" East a distance of 249.80 feet to a point of curvature; thence along a curve to the left having an arc length of 159.9 feet and a central angle of 15°59'20" to a point of tangency; thence North 60° 44'58" East a distance of 88.4 feet to a point of curvature: thence along a curve to the right having an arc length of 181.6 feet and a central angle of 36°19'20" to a point of tangency; thence South 82°55'42" East a distance of 45.7 feet to a point of curvature; thence along a curve to the left having an arc length of 203.3 feet and a central angle of 10°10'0" to a point of tangency; thence North 86°54'18" East a distance of 128.60 feet to a point of curvature; thence along a curve to the left having an arc length of 187.2 feet and a central angle of 37°26'20" to a point of tangency; thence North 49°27'58" East distance of 7.4 feet to a point of curvature; thence along a curve to the right having arc length of 113.91 feet and a central angle of 11°23'32" to a point of intersection th existing asphalt road to the North; thence along center line of said asphalt road rth 1°00'24" West a distance of 100.54 feet to a point of curvature; thence along a curve to the right having an arc length of 80.52 feet and a central angle of 40°26'08" to a point of tangency; thence North 19°25'44" East along said road a distance of 186.92 feet to a point of curvature; thence along a curve to the left having an arc length of 200.51 feet and a central angle of 58°33'13" to a point of tangency; thence North 39°07' 29" West a distance of 107.15 feet to a point of curvature; thence along a curve to the right having an arc length of 331.99 feet and a central angle of 98°28'56" to a point of tangency: thence North 59°21'27" East a distance of 121.04 feet to a point of curvature; thence along a curve to the left having an arc length of 179.17 feet and a central angle of 47°06'59" to a point of tangency; thence North 11°07'30" East a distance of 86.1 feet to a point of curvature; thence along a curve to the right having an arc length of 169.95 feet and a central angle of 46°37'46" to a point of tangency; thence North 57°07'56" East distance of 351.51 feet to the point of curvature; thence along a curve to the left ing an arc length of 183.43 feet and a central angle of 56°39'44" to a point of tangency; thence North 0°28'13" East a distance of 101.52 feet to a point of curvature; ence along a curve to the right having an arc length of 290.31 feet and a central angle 77°12'06" to a point of tangency; thence North 77°40'19" East a distance of 411.43 eet to point of curvature; thence along a curve to the left having an arc length of 381. eet and a central angle of 89°07'00" to a point of tangency said point also being the ntersection of the existing black top road and the North line of the Southwest Quarter SW/4) of said Section 27; thence North 89°28'04" West along said North line of Southest Quarter (SW/4) of Section 27 a distance of 1639.62 feet to the Point of Beginning.

WHEREAS, Developer is the owner of the following described real property located in Adair County, State of Oklahoma, to-wit:

A subdivision of land lying in Section 5, Township 19 North, Range 24 East of the Indian Base and Meridian in Adair County, Oklahoma, more particularly described as follows:

Commencing at the Northeast Corner of the NW/4 of Section 5, Township 19 North, Range 24 East, said point being the Point of Beginning; thence 223.613 feet on bearing S 18°27'32" W; thence 241.138 feet on bearing S 44°07'22" W; thence 215.912 feet on bearing S 14°41'02" W; thence 207.945 feet on bearing S 56°16'59" W; thence 236.314 feet on bearing S 43°27'10" W; thence 152.612 feet on bearing S 58°56'28" W; thence 288.751 feet on bearing S 30°27'36" W; thence 306.941 feet on bearing S 27°15'51" W; thence 288.592 feet on bearing S 45°39'07" W; thence 226.996 feet on bearing S 38°39'28" W; thence 167.088 feet on bearing S 61°42'01" W; thence 253.492 feet on bearing S 56°42'22" W; thence 175.438 feet on bearing S 70°50'17" W; thence 306.801 feet on bearing S 62°57'31" W; thence 293.044 feet on bearing S 51°08'35" W; thence 344.950 feet on bearing S 37°34'48" W; thence 196.468 feet on bearing S 38°29'48" W; thence 403.755 feet on bearing S 56°40'53" W; thence 159.837 feet on bearing N 04°11'53" W; thence 435.722 feet on bearing N 23°45'30" W; thence 596.926 feet on bearing N 27°06'41" W; thence 699.514 feet on bearing N 09°20'04" W; thence 574.536 feet on bearing N 07°23'42" W; thence 1093.510 feet on bearing S 89°51'21" E; thence 766.030 feet on bearing N 00°04'05" W; thence 2645.125 feet on bearing S 89°54'39" E to the Point of Beginning, and containing 138.946 acres, more or less.

WHEREAS, Developer is the owner of the following described real property located in Adair County, State of Oklahoma, to-wit:

A subdivision of land lying in Sections 3 and 4, Township 19 North, Range 24 East of the Indian Base and Meridian in Adair County, Oklahoma, more particularly described as follows:

A tract of land in Section 3 and 4, Township 19 North, Range 24 East of the Indian Base and Meridian, Adair County, State of Oklahoma, being more particularly described as follows, to-wit: BEGINNING at the Northeast Corner of said Section 4; thence South 89°54'49" West a distance of 1423.80 feet to a point said point being the bottom of an existing canyon; thence along the bottom of said canyon South 33°44'59" East a distance of 172.99 feet; thence South 35°15'09" East a distance of 201.65 feet to a point; thence South 58°39'35" East a distance of 220.91 feet to a point; thence South 32°31'38" East a distance of 253.93 feet to a point; thence South 72°29'15" East a distance of 322.70 feet to a point; thence South 70°16'00" East a distance of 184.34 feet to a point; thence South 64°17'58" East a distance of 338.23 feet to a point; thence South 55°18'37" East a distance of 348.76 feet to a point; thence South 26°31'52" East a distance of 452.52 feet to a point; thence North 67°40'18" East a distance of 99.20 feet to a point; thence South 18°40'22" East a distance of 137.69 feet to a point; thence South 25°12'07" East a distance of 335.92 feet to a point; thence South 57°50'27" East a distance of 232.09 feet to a point; thence South 85°31'01" East a distance of 245.93 feet to a point; thence South 85°42'20" East a distance of 213.14 feet to a point; thence North 55°37'30" East a distance of 166.50 feet to a point; thence North 36°51'30" East a distance of 206.22 feet to a point; thence North 47°04'04" East a distance of 143.21 feet to a point; thence North 68°0'39" East a distance of 163.55 feet to a point; thence North 77°10'49" East a distance of 251.63 feet to a point; thence North 53°24'48" East a distance of 121.34 feet to a point; thence North 14°34'03" East a distance of 407.50 feet to a point; thence North 4°50'47" East a distance of 400.90 feet to a point; thence North 18°24'32" East a distance of 722.30 feet to a point; thence North 38°49'31" West a distance of 87.59 feet to a point on the North line of said Section 3; thence North 89°44'43" West a distance of 2491.93 feet to the Point of Beginning, containing 113.88 acres ±.

PROTECTIVE COVENANTS, FLINT RIDGE NO. 1 - AMENDED, shall also refer and be applicable to the property located in Flint Ridge No. 2, where appropriate.

IN WITNESS WHEREOF, the Developer has caused this Deed of Dedication to be executed by its duly authorized officers and the corporate seal to be affixed hereunto this 29TH day of June, 1979.

FLINT RIDGE DEVELOPMENT COMPANY,
an Oklahoma Partnership

By: FRATES DEVELOPMENT COMPANY,
Managing General Partner

By James E. Robertson
Vice President

Assistant Secretary

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

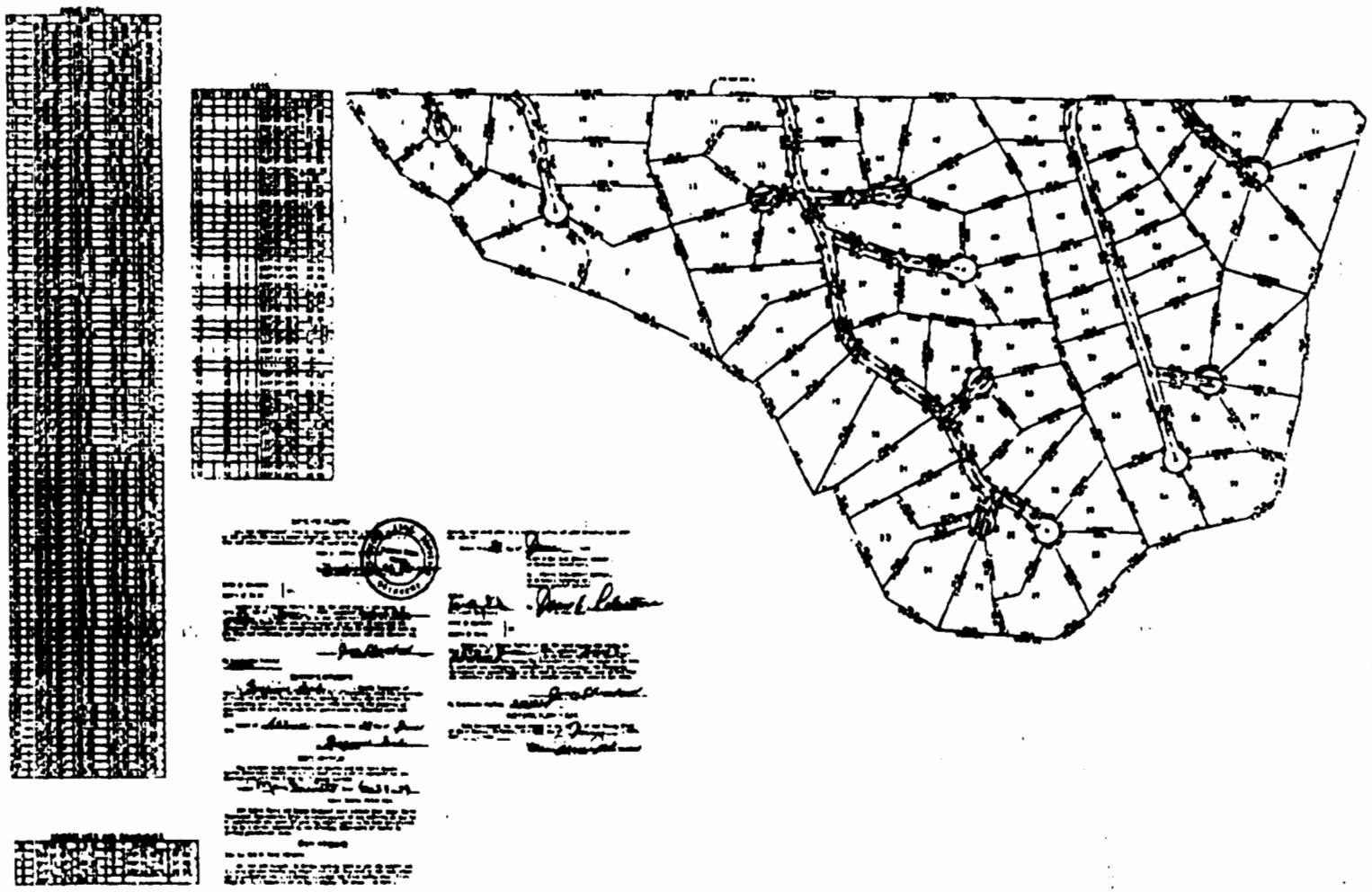
The foregoing instrument was acknowledged before me this 29th day of June, 1979, by James E. Robertson, Vice President of Frates Development Company, as Managing General Partner of Flint Ridge Development, an Oklahoma partnership, on behalf of said partnership.

Notary Public

My commission expires:

March 9, 1980

BIRD VALLEY A ... FLINT RIDGE NO. 2



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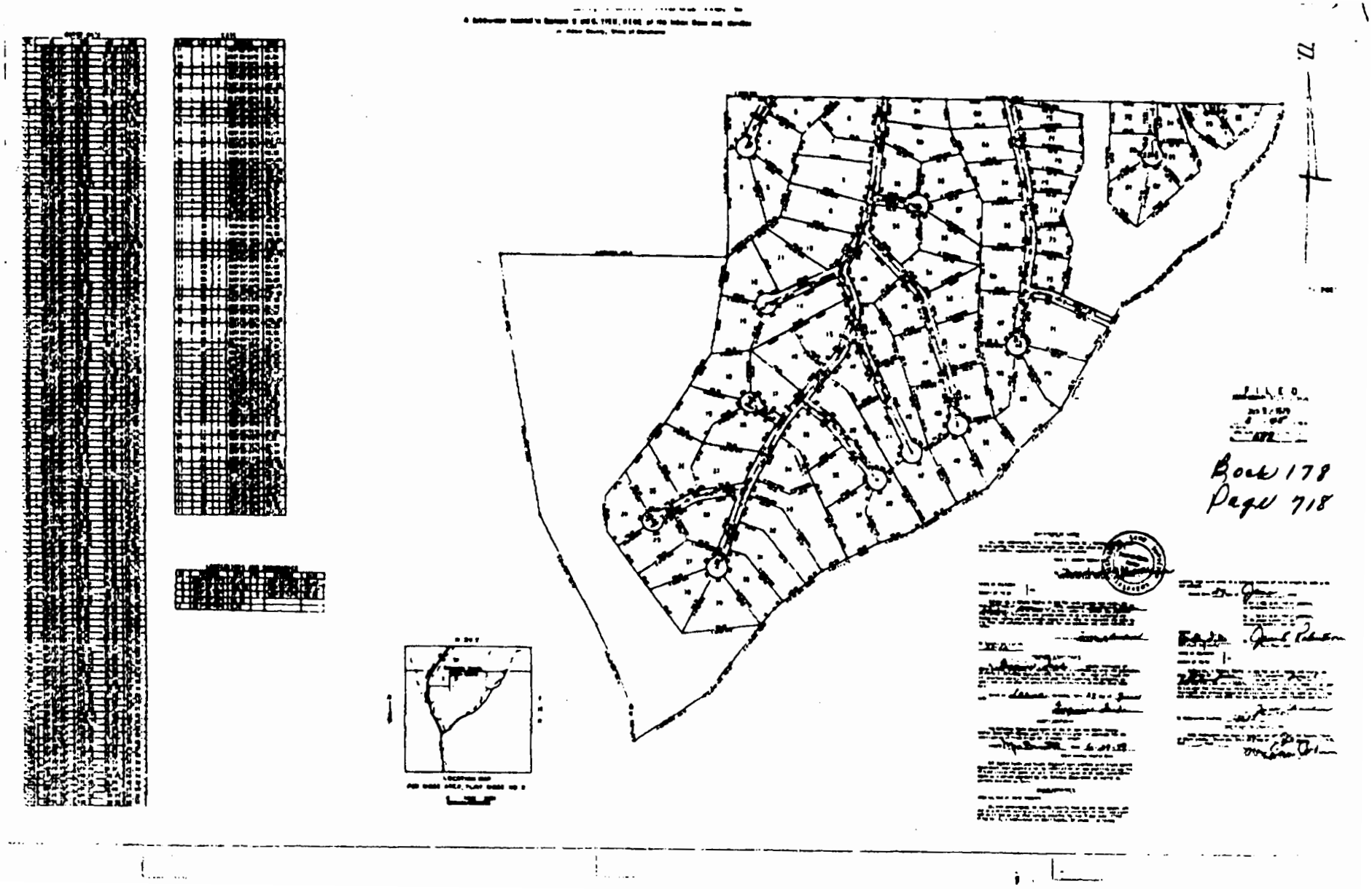
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CONSOLIDATED PROTECTIVE COVENANTS FOR
FLINT RIDGE NO. 1-AMENDED, FLINT RIDGE NO 2,
FLINT RIDGE NO. 3 AND FLINT RIDGE NO. 4
SUBDIVISIONS LOCATED IN ADAIR AND DELAWARE COUNTIES, OKLAHOMA

1. Lots 1 through 135, Block 1, Bear Lake Area; Lots 1 through 150, Block Fox
Creek Area; Lots 1 through 128, Block 3, Hidden Valley Area; Lots 1 throug 136,
Block 4, Deer Creek Area; Lots 1 through 88 Block 6, Highland Area; Lots 1 through
126 Block 7, Bird Creek Area; Lots 1 through 128, Block 8, Clear Creek Are Lots 1
through 124, Block 9, Pine Ridge Area; Block 1 through 121, Stone Ridge Ar
Block 10 Amended; Lots 1 through 86, Fox Ridge Area, Block 11 Amended; Lot
through 72, Bird Valley Area, Block 12 Amended; Lots 1 through 193, Creek
Block 13; Lots 1 through 182, Birchbark Hill Area, Block 14; Lots 1 throug 117,
Indian Ridge Area, Block 15; Lots 1 through 235, Walnut Hill Area, Block 1 Lots 1
through 121, Berry Hill Area, Block 17; Lots 1 through 69, Sawmill Hollow
Block 18; Lots 1 through 191, Willow Creek Area, Block 19; Lots 1 through
Cave Creek Area, Block 20; Lots 1 through 191, Timbercrest Area, Block 21
"Residential Lots") Shall not be used or occupied other than for single fa
residences except as provided to the contrary herein. Any other use is str
prohibited.

2. No building shall be erected, altered, placed or permitted to remain on any residential lot, except as provided in paragraphs 8, 9 and 18, other than one single-family dwelling and a private garage which may be attached or detached from the single family dwelling.

3. All buildings and garages other than those built by the Developer upon residential lot must be approved by the ACC which shall be composed of th (3) members to be selected and chosen by the Association.

4. All plans for buildings upon any residential lot (other than those bui by the Developer) must be submitted to ACC before any construction is commenced. Commencement of construction shall be as defined in paragraph (e). The ACC shall
have a period of thirty (30) days after the plans are submitted by any residential lot owner to approve, reject or modify the
same. If the ACC fails to act upon said plans within thirty (30) day per the
plan shall be deemed approved without further act of the ACC. If the ACC rejects
or requires any amendment of said plans, the owner or other person(s) submitting
the plans shall be obligated to satisfy the ACC's objections before any construction is begun. The ACC shall not unreasonably withhold its appro and

after approval has been obtained, no substantial change in the plans shal made without obtaining the approval of the ACC.

5. No commercial or industrial enterprise, business or activity shall be conducted
on any residential lot or in any building located upon any residential lo

6. All residences and buildings upon residential lots conform to the following minimum requirements:

(a) The enclosed interior floor area of any residence located in Flin Ridge
No. 1-Amended shall be not less than 700 square feet except on the fol residential lots where the enclosed interior floor area of any residen shall
not be less than 1,000 square feet All lots which either adjoin or ar adjacent
to Bear Lake,, Clear Creek Reservoir, Lots 22, 23 and 24, Block 7, Bir Creek
Area, Lots 50, 51, 64, 65, .97, 98, 99, 100, 115 and 124, Block 9, Pin Ridge
Area. The enclosed interior floor area of 'any residence locate[d] in Fl Ridge
No. 2, shall be not less than 850 square feet except on 'the following residential lots where the enclosed floor area of any residence shall less than 1,100 square feet;, Lots 24, 25, 27, 28, 54, 55, 57 through and 69, Bird valley Area, Block 12 Amended; Lots 106, 107; 129 through and
lots 135 through 150, Wildhorse Creek Area, Block 13; Lots 46, 71 thro inclusive, 122 through 141 inclusive, Birchbark Hill Area, Block 14; L through 97 inclusive, 104 through 112 inclusive, 116 and 117, Indian R Area,
Block 15. The enclosed interior floor area of any, residence located i Walnut
Hill area, Block 16, Flint Ridge No. 4, shall not be less than 850 squ feet except for those lots upon which a Multi-Family Residence may be constructed,
in which case the' minimum square footage shall be as listed in Articl below. The enclosed interior floor area of any residence located in Be Hill
Area, Block 17, Flint Ridge No: 4 shall not be less than 850 square fe The enclosed interior floor area of any residence located in Sawmill H Area,
Block 18, Flint Ridge No. 3, Willow Creek Area, Block 19, Flint Ridge Cave Creek Area, Block 20, Flint Ridge No. 3, and Timbercrest Area, Bl 21,
Flint Ridge No. 3 shall not be less than 850 square feet. The aforesai minimum floor-area requirements are to be calculated by using the encl interior dimensions of the residences.

(b) No building or structure shall be located nearer than the Buildin Setback
Line, as shown on the plat of Berry Hill Area, Flint Ridge No. 4, Bloc

and
not nearer than 15 feet to any side or rear lot line when not indicate the
plat. No building or structure shall be located nearer than the Buildi Setback Line as shown on the plats of Cave Creek Area, Flint Ridge No. Block 20 and Timbercrest Area, Flint Ridge No. 3, Block 21 and not nea than 15 feet to any
side or rear lot line when not indicated on the plat. No building or structure
shall be located nearer than 25 feet to any front lot line as the lot are shown on the plat of Sawmill Hollow Area, Block 18, Flint Ridge No and not
nearer than 15 feet to any side lot line, and no building or structure be located nearer than 25 feet to any front lot line as the lot lines shown on
the plat of Willow Creek Area, Block 19, Flint Ridge No. 3 and not nea than
15 feet to any side lot line, and no building or structure shall be lo nearer than 25 feet to any front lot line as the lot lines are shown o plat of Block 16, Flint Ridge No. 4, and not nearer than 15 feet to an lot line, and no building shall be located on any lot nearer than the building setback line as shown on the plats of Flint Ridge' No. 1-Amen and
Flint Ridge No. 2 and not nearer than 15 feet to any side lot line; provided, however, the ACC is hereby granted the authority and the rig vary or waive
this paragraph 6(b) by giving its written approval thereto, which must signed by at least two members thereof, acknowledged and filed of reco the county Clerk's office of Delaware and Adair Counties, Oklahoma, as case may be.

(c) No single-family residential building shall be built below 860 feet mean sea level.

(d) No dwelling, garage, swimming pool or other permanent improvement(s) on any residential lot shall be built nearer than 25 feet" from the rear property line except: With respect to any residential lot which either adjoins or is adjacent to Clear Creek Reservoir located in Highland Area, Block 6; Bear Lake located in Bear Lake Area, Block 1; no dwelling, garage, swimming pool or other improvement and no septic tank, field or lateral line(s) therefor shall be located or built n nearer than 100 feet from the shore line of said lakes and reservoir shown on the plat of Flint Ridge No.1-Amended or beyond the building setback lines for Clear Creek Reservoir as shown on said plat. Under no circumstances shall this restriction be waived or modified to permit said minimum distances to be shortened.

(e) From the date a residential building upon any residential lot is begun, construction must be completed within one hundred eighty (180) days thereafter, except the ACC shall have the right to extend such construction period. The beginning of construction shall be the date any building materials are delivered upon the residential lot.

7. No shack, tent or a previously-constructed building shall be moved upon or permitted to remain upon any residential lot.

8. Multi-Family Residences, Mobile homes, camper trailers, travel trailers, motor homes and tent trailers are expressly forbidden to be located upon any residential lot except as provided in paragraphs 9 and 10. The foregoing not withstanding, the ACC shall have the authority to issue permits (but shall not be obligated to issue such permit) on a non-permanent basis to permit
mobile homes, camper trailers, travel trailers and motor homes to be located upon certain designated residential lots. The time period for such permit, connection to septic tanks, permit fees and security deposits (to insure removal, trash disposal, etc.) shall be within the absolute control of the
ACC.

9. Permanent mobile homes are hereby permitted on the following residential lots and none other: Lots 2, 5, 9, 10, 13, 15, 23 through 52, and 60 through 92, Block 3 Hidden Valley Area,

Flint Ridge No. 1-Amended and Lots 22 through 46, 62 through 76, 80 through 112, 115 through 118 Stone Ridge Area Block 10 Amended, Flint Ridge No. 2; and Lots 24, 25, 26, 30, 31, 32, 43, 45, 46, 53, 56-85, 89-91, 94, 95, 98, 99, 100, 110, 112-123, 132-199, 205-207, 210-228 and 234, Block 16, Flint Ridge No. 4 and Lots 4-53, 57, 58, 62-66, 72-104, Berry Hill Area, Block 17, Flint Ridge No. 4. Such mobil homes must be permanently affixed to such lots and shall be connected to septic tanks. The ACC must approve all mobil home installations and shall have the authority to issue permits for mobil homes on said lots on a permanent or non- permanent basis.

Multi-family residences as defined in Article I(k) below are hereby permitted on the following residential lots and none other: Lots 35-41, 44, 47-52, 54 and 55, 103-109, 111, 124-131 and 200-204, Walnut Hill Area, Block 16, Flint Ridge No. 4. Plans for building must be submitted to the ACC for review in accordance with the provision of paragraph 4 above.

10. After completion of construction of an approved main residential dwelling upon any residential lot, recreational vehicles, including but not limited to travel trailers, motor homes, tent trailers, boat trailers, etc. belonging to the owner thereof not exceeding 10 feet in height and 32 feet in length may be stored on such lot at the rear or side of the residence situated thereon, subject to the following conditions:

(a) Such vehicles must be stored at the side or in the rear of such residence and not nearer than the building setback lines as shown on the plats; and

(b) All such vehicles must bear a current state license and inspection certificate; and

(c) Such vehicles must not be occupied, rented or leased to others.

11. No outdoor lavatory or toilet facilities shall be built or permitted outside of the main residence building except for septic tanks and laterals which must be built and installed in accordance with the requirements of the laws of the State of Oklahoma and the provisions of paragraph 6(d) hereof.

12. No excavations, for mining of stone, gravel, earth, minerals, petroleum or petroleum products shall be made upon any residential lot except for foundations, walls, basements, cellars and swimming pools.

13. Each lot and area shall be kept and maintained by the owner(s) thereof, free of any accumulation of trash, garbage and debris of any kind whatsoever. Removal of the foregoing shall be the responsibility of each lot owner(s) and no lot owner(s), his agents or employees shall burn or dispose of trash, debris and garbage except in areas designated by the ACC.

14. No residential lot shall be used for storage or warehousing purposes except for building materials which are to be used in the construction of dwellings and other improvements to be built upon such lot.

15. No wild animals, livestock or poultry of any kind shall be raised, kept or bred except that dogs, cats or other domestic pets may be kept; provided they are not permitted to run free and are not kept, bred or maintained for commercial purposes.

16. Prior to January 1, 1983, the further subdivision of residential lots originally platted and recorded shall be strictly prohibited. Thereafter, with the approval of the ACC endorsed upon the deed, residential lots may be further subdivided but in no event shall any residential lot(s), after re-subdivision, be less than one acre in size and have not less" than 100 feet of frontage on a platted road, except residential lots at the end of a cul-de-sac must have a minimum road frontage of 25 feet.

17. No sign of any kind shall be displayed to public view on any residential lot except: Signs used to advertise lots for sale not to exceed 2 feet by 2 feet may be placed thereon and taken down after the sale thereof. A small sign showing the name and address of the owner shall be permitted.

18. Paragraphs 2, 4, 5, 6 and 11 hereof notwithstanding, the Developer shall be permitted until all of the residential lots have been sold to have a sales office(s) of a non-permanent nature, and store building materials upon any one or more of the residential lots together with appropriate signs and other necessary advertising materials as the Developer deems necessary; provided, however, that after the sale of all of the residential lots for the first time, the

Developer shall remove all such sales offices, building materials, signs and other advertising materials erected or placed upon any such lots.

19. No fence, wall or hedge shall be permitted upon any residential lot beyond the front building setback lines, the bridle trails and utility easements, as shown on the Plats. No trees or other shrubbery planting shall be permitted on any corner lot which obstructs the view of vehicular traffic approaching the intersection from a distance of 75 feet from the intersection. No barbed wire, hog wire, chain link or similar type of fencing will be permitted. to fence in the boundaries of any residential lot. The ACC shall establish the type of fencing that may be permitted to be built upon any residential lot, which may include a chain link type of fence for dog pens, etc. No other type of fencing will be will be permitted. No fences of any kind will be permitted to be erected upon any residential lot whose boundary lines either adjoin or are adjacent to either Bear Lake, Clear Creek Reservoir.

20. The Architectural Control Committee shall consist of James E. Robertson, William M. Porter and Stephen W. Mills. The ACC's initial post office address shall be P.O. Box 5, Kansas, Oklahoma 74347.

The ACC may designate one of its members to act on behalf of the ACC and sign necessary documents. In the event of the death or the resignation of any member of the ACC, the directors of the Association shall have full authority to designate a successor. No member of the ACC, or its designated representative, shall be entitled to compensation for services performed pursuant to the provisions hereof. At any time the Association shall have the power to change the membership of the ACC.

21. No boat powered by a motor in excess of 5 h.p. or a motor in excess of 5 h.p. shall be permitted or allowed on Bear Lake, Clear Creek Reservoir. No bathing or water skiing shall be permitted in Clear Creek Reservoir. As Clear Creek Reservoir shall be used as a storage reservoir for water to be used for human consumption, no use thereof shall be permitted which is detrimental to such use. The Association shall be entitled to enforce the provisions hereof, which shall include without limitation, impositions of fines for violation (s), obtaining injunctions and restraining orders, and enclosing such reservoir with a fence if necessary to preserve and protect such use.

22. The following areas shown on the Plats of the property are reserved by the Developer, its successors and assigns for future multi-family use (condominiums, apartments, multi-plexes, planned-unit development(s), schools, churches, parks, cultural and recreational purposes), to wit:

Bear Lake Area--Area A
Pine Ridge Area--Area A

23. The following areas shown on the Plats of the Property are

reserved for future commercial and/or multi-family uses by the Developer and its successors and assigns:

Bear lake Area--Block 1--Areas B and C
Hidden Valley Area--Block 3--Areas A, B and C
Deer Creek Area--Block 4--Areas A and B (Water Tank Site)
Highland Area--Block 6--Area A

24. The 7.7-acre tract designated on the Plat of the property located in Block 7, Bird Creek Area, is reserved and shall be used for the building, construction, maintenance and operation of a water-treatment plant, and all related and necessary facilities incident thereto, and an electric substation.

25. No building(s) or other permanent type of improvements may be erected upon or placed within the electric transmission line easements as shown on the Plats of the property. The utility easements and roadways as shown on the Plats for Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No.4 are hereby dedicated for use in the installation, repairing, maintaining, replacing and operating utility services for water, electricity, telephone, telegraph, sewer (sanitary and storm) and gas to serve all lots and areas in Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No. 4 and also those additional lands adjoining Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No. 4 owned by the Developer.

26. No tree having a diameter of 3 inches or more, measured from 12 inches above the ground level shall be cut down or removed from any lot in Flint Ridge No. 1-Amended or Flint Ridge No. 2 or Flint Ridge No. 3 except as follows:

(a) Those necessary to enable the owner to improve such lot with a single-family dwelling and garage after the plans therefore have been approved by the ACC.

(b) Those necessary to prohibit an obstruction of view on lots at road intersections.

(c) With the approval of the ACC.

Any person violating this condition shall be subject to a fine to be established and paid to the Association.

27. No motor-driven vehicle or apparatus shall be permitted on the bridle trails shown on the Plats of Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No. 4, as the same shall be reserved exclusively for horseback riding, bicycling and foot-walking.

28. No obnoxious activities, nuisance or use shall be made of any of the common properties owned by the Association, by any owner, his

guests or invitees, which are not in conformity with the intended use thereof and the rules and regulations promulgated by the Association.

29. In addition to the easements as shown on the Plats of the Property, the Developer does hereby dedicate for the use by any public utility company providing or furnishing electricity or telephone service, or both, as the case may be, a perpetual right and easement(s) to locate upon any residential lot or area within the Property, anchors and guy wires for telephone or electric transmission poles, which may be built within the roadways and other easements and common areas as shown on this Plat, together with the right of ingress and egress thereto for the purpose of construction, repairing, maintaining and replacing the same.

30. No water wells shall be permitted to be drilled or maintained upon any residential lot within the subdivision.

31. The 20' pedestrian Access Easement located on Lot 10; Lots 14, 15, 16, 17, 18 and 19; on Lots 19, 20 and 22; and on Lots 99-110 shall be used only for pedestrian foot traffic by all present and future property owners in the Flint Ridge Subdivision owning property encumbered by the "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1-AMENDED, Flint Ridge No. 2, FLINT RIDGE NO. 3, and FLINT RIDGE NO. 4" and any additions made thereto. No vehicular access or traffic will be permitted over these easements such as cars, motorcycles, trucks, minibikes or other motorized vehicles. No improvements or structures shall be built or located upon these easements without the prior written approval of Developer.

Certain tracts of land in Berry Hill Area, Flint Ridge No. 4, Block 17 are hereby designated by Developer as being "Green Belt Areas." Green Belt Areas shall be Common Areas for the use of the Owners of lots in Berry Hill Area, Flint Ridge No. their guests and invitees, for walking and passive recreational activities with no improvements to be constructed thereon without the approval of Developer.

The Flint Ridge Property Owners Association shall have jurisdiction over these Green Belt Areas and the easements referred to above.

Tracts "A", "B", "C", "D", "E", "F" and "G" are hereby designated as "Green Belt Areas." They shall be used as described above except to the extent their use may be restricted as stated below.

Tract "D" is a special "Green Belt Area" designated for the exclusive use of the owners of lots 78, 79 and 80.

Tract "E" is a special "Green Belt Area" designated for the exclusive use of the owners of lots 83 through 89.

32. The various 20' Pedestrian Access Easement located as shown on the plat as more particularly located on lots 60, 61; 71, 72, 73 and 74; 116, 117, 118, 119, 120 and 121; 133, 134, 136, 137 and

138; 139 and 192; 146, 147 and 148; 158, 159 and 160; 169 and 171; shall be only for the use of the lot owners whose property such easements encumber. No vehicular access will be permitted over these easements such as cars, motorcycles, trucks, minibikes or other motorized vehicles. No improvements or structures shall be built or located upon these easements without the prior written approval of Developer.

Certain tracts of land in Cave Creek Area, Flint Ridge No. 3, Block 20 are hereby designated by Developer as being "Green Belt Areas." Green Belt Areas shall be Common Areas for the use of the Owners of lots in Cave Creek Area, Flint Ridge No. 3, Block 20, their quests and invitees, for walking and passive recreational activities with no improvements to be constructed thereon without the approval of the Developer. The Flint Ridge Property Owners
Association shall have jurisdiction over these Green Be the easements referred to above.

Tract "A" , "B", "C", "D" , "E" and "F" are hereby designated as "Green Belt Areas." They shall be used as described above except to the extent their use may be restricted as stated below.

Tract "E" is a special "Green Belt Area" designated for the exclusive use of the owners of lots 156, 157,166 and 167.

33. Certain tracts of land in Timbercrest Area, Flint Ridge No. 3, Block 21 are hereby designated by Developer as being "Green Belt Areas." Green Belt Areas shall be Common Areas for the use of the owners of lots in Timbercrest Area, Flint Ridge No. 3, Block 21, their guests and invitees, for walking and passive recreational activities with no improvements to be constructed thereon without the approval. of Developer. The Flint ridge Property Owners Association shall have jurisdiction over these Green Belt Areas.

Tracts "A" and "B" are hereby designated as "Green Belt Areas." T shall
be used as described above.

COMMON PROPERTIES AND USE THEREOF

WHEREAS, Developer desires to create a residential community for the O of
the Property and other ~ owners by Developer, which adjoins the Prop and build certain recreational amenities, roadways, parks, water facilities
and create other common areas for camping, picnicking, canoeing and r facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of sa

recreational amenities, roadways, parks, water facilities and othe common areas and facilities; and, to this end , desires to subject the Proper together with such additions thereto as may hereafter be made (as provided in Article II, Section 2) to the covenants, restrictions, easemen charges and liens hereinafter set forth, each and all of which is and for the benefit of said properties and each owner thereof; and

WHEREAS, Developer deems it desirable and necessary, for the efficient preservation of the values and amenities in this community, to create an agency to which should be delegated an assigned the powers and duties of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Okl as a non-profit stock corporation, FLINT RIDGE PROPERTY OWNERS ASSOCIATI INC., for the purpose of ex exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares the Property and such additions thereto as may hereafter be made pursuant to Article II, S 2, hereof, is and shall be held,: transferred, sold, conveyed and occupied subject the covenants, restrictions, easements charges and liens ("covenants restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words, when used herein (unless the context shall be prohibited), shall have the following meanings:

(a) "Association" shall mean and refer to Flint Ridge Property Owners Association, Inc.

(b) "The Properties" shall mean and refer to the residential lots and areas within the property and any additions thereto, as are subject to thi of Dedication and any supplemental Deed(s) of Dedication pursuant to the provisions of Article II hereof.

(c) "Common Properties shall mean and refer to the following areas o land

and easements shown on the plat of Flint Ridge No. 1-Amended, Flint Ri No. 2, Flint Ridge No. 4 and any amendments thereto;

(i) All roadways as shown on the plat of Flint Ridge No. 1-Amende Flint
Ridge No. 2 and Flint Ridge No. 4 and all existing roadways locat Adair County, Oklahoma, connecting to roadways within the Propert provided; however, the Developer reserves the right to change or relocate the roadways located in Adair County, Oklahoma;

(ii) Bear Lake (26.9) located in Bear Lake area and that part Bear
Lake located in Adair County, Oklahoma;

(iii) All bridle trails and utility(ies) easements located o Property and extensions thereof in Adair County, Oklahoma, provid however, the Developer reserves the right to change, relocate or extinguish those which are located in Adair County, Oklahoma;

(iv) Clear Creek Reservoir (18.7 acres) located in Highland Area;

(iv) Water plant site (7.7 acres) and Clear Creek park (13.3 located in Bird Creek Area;

(v) A complete private water-treatment plant and water-distribution
system within the Property and any extensions thereof into Adair County, Oklahoma and other adjoining property owned by the Developer;

(vii) Sycamore Park (101.1 acres) located in Pine Ridge Area;

(viii) Two security stations: One located at the entrance o Property to Oklahoma State Highway 33, and another at the entranc of the Property to Oklahoma State Highway 10;

(ix) Pine Ridge Lodge located in Block 9, Pine Ridge Area;

(ix) Deer Lake Club House and Racquet Club located in Adai County at
Deer Lake;

(xi) Equestrian Center located in Adair County; and

(xii) Pioneer Center located in Adair County.

(xiii) All roadways as shown on the plats for Flint Ridge No. 1 Am Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No. 4.

together with all structures and facilities constructed thereon and intended
to be devoted to the common use and enjoyment of the owners of the

Properties.

(d) "Owner" shall mean and refer to both the record owner(s) (whether or more persons or entities) of the. title to any residential lot and th holder (s) of an approved contract for deed from the Developer included in th Properties, but shall not mean or refer to any person or entity who ho mortgage, financing statement, lien or other security interest merely security for the performance of an obligation (by law or by contract) and until such person has acquired the entire title and ownership of s residential lot-owner pursuant to foreclosure or any proceeding lieu of foreclosure.

(e) "Member" shall mean and refer to all those owner who are members Association as provided in Article III, Section 1, hereof.

(e) "Private Roadways" shall mean and refer to all means of access to from and over the Property which are not dedicated for use to the general public. The fact that a private roadway or a private road within the Propert shall be known by a name and designated as a street, road, avenue, place, dr circle or other similarly-used words (imputing the name of a street or shall not cause such private roads or roadways to be public roads or streets.

(g) "Bridle or Equestrian Trails" shall mean and refer to thos areas within the Property which are not dedicated for use by vehicles, dedicated to public use, and are primarily to be used for horseback rid and pedestrian foot-traffic.

(h) "Utility Easements" shall mean and refer to those areas of land designated on any recorded subdivision plat(s) and of the Property intended t used for the installation, maintenance, repair and replacement for all services providing water, sewer, electricity, gas and telephone servi the Property and the lots therein as provided for in the plat of the Property or an additions thereto.

(i) "Lots" shall be the land located within the property-line boundar as may have been numbered or lettered on the recorded plat of the Propert as the same may be amended from time to time, but shall not include any of Common Properties as defined in Article I(c).

(j) "Residential Lot(s)" shall mean and refer to those lots as so des

in
paragraph 1 of the Protective Covenants.

(k) "Multi-family Residence" shall mean any building or structur having
accommodations for occupancy by two (2) or more (but less than five families, which building or structure contains at least 400 square per family, to be measured in accordance with paragraph 6(a) above. P and specifications for construction of Multi-family Residences must be reviewed and
approved by the ACC, in accordance with paragraph 4 above, prior to th commencement of any construction.

ARTICLE II
Property Subject to This Deed of Dedication
And Additions Thereto

Section 1. Existing Property. The real property, which is and shall b held, transferred, sold, conveyed and occupied subject to this Deed of Dedication, is
as shown on the recorded plat of the Property, all of which real prope shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may be subject to this Deed of Dedication in the following manner:

(a) Additions in Accordance with a General Plan of Development. Th Developer, its successors and assigns, shall have the right to bring w the
purview of the Association and the common properties thereon additiona members
and properties owned by the Developer in one or more phases of th development (a portion of which land is located in Adair County, Oklahoma)
in accordance with a General Plan of Development.

The General Plan of Development for the proposed additions to the Exis Property shall contain: (1) a general indication of size and locati additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for eac stage; (3) the general nature of proposed common facilities and improvements; (4) a
statement that the owners of residential lots within the proposed additions,
if made, will become subject to assessment for; their just share or Association
expenses; and (5) a schedule for termination of the Developer's righ under
the provisions of this sub-section to bring subsequent land developme

within the provisions hereof. Unless otherwise stated, such General of Development shall not bind the Developer, its successors and assigns,
to make the proposed additions or to adhere to the General Plan of Development in any subsequent development.

The additions authorized under this and the succeeding sub-sect shall be made by filing of record a Plat and Deed of Dedication and Protective Covenants with respect to the additional property shall eit incorporate the provisions of this Deed of Dedication as a part thereo prepare and file a separate Deed of Dedication with Protective Covenan whichever the
Developer may elect.

Such Supplementary or Additional Deed(s) of Dedication, as the case m be,
may contain such complementary additions and modifications of t Protective Covenants and Restrictions contained in this Deed of Dedication
as may be necessary to reflect the different character, if any, of the properties as are not applicable or which may be inconsistent with the provisions hereof. In no event, however, shall such Supplementar Additional Deed(s) of Dedication revoke, modify or add to the covenants established by this Deed of Dedication within the Exi Property.

In the event of such additions, the Owners shall not be liable fo capital expenditures for structures built or equipment furnished the Developer on such additional Property(ies), except: The costs wh may be expended by the Developer for the installation and construction any water distribution system(s), which costs are to be reimburse the
Developer by the Association.

(b) Other Additions. Upon approval in writing of the Associati the Developer, or its successors and assigns, who desire to add ot property (not included in the General Plan of Development) to the provisions of this Deed of Dedication and Protective Covenants w shall extend the provisions of the Protective Covenants of this Deed of Dedication to such property. Such Plat, Deed of Dedication and Protective Covenants may contain such complementary additions and modifications of the covenants and restrictions contained in this Deed of Dedication as may be necessary to reflect the different character; if any of the added properties and as are not inconsistent with the scheme of this Deed of Dedication. In no event, however, sha such Plat and Deed of Dedication revoke, modify or add to the covenants established by this Deed of Dedication within the Existing Property.

ARTICLE III
Membership and Voting Rights in the Association

Section 1. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to th (or the contract for deed) and title to each residential lot, and one not be separated or transferred without the other. Each residential owner(s) shall become a member of the Association by the accepta a deed (or contract for- deed) to such lot (whether or not such deed or contract expressly so provides)

Section 2. Voting Rights. The members of the Association not be entitled to vote until the first annual meeting, which shal held
within thirty (30) days after the initial sale of ninety per (90%) of the residential lots within the Flint Ridge No. 1-Amen Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No. 4 and any additions thereto made by the Developer pursuant to Article II hereof, or within thirty (30) days after January 1, 1983, or at option of the Developer, whichever shall first occur, on the call of t President of the Association.

Voting members shall thereafter be all those Owners as defined i Section 1. Except as hereinafter provided in this Section, a memb shall
be entitled to one vote at all Association meetings for each resident lot
he holds record title or an approved contract for deed therefore the Developer as required for membership by Article III, Section I. When
more than one person holds record title or contract for deed to any residential
lot, all such persons shall be

members, and the vote appertaining to a residential lot shall be exercised as said record owners or contract for deed holders,. as the case may be, among themselves determine; but in no event: shall more than one vote be cast with.... respect to each residential lot. If more than one person Owns a residential lot (or a contract for deed), and they cannot agree amongst themselves as to voting, then such vote(s) shall not be counted.

ARTICLE IV
Property Rights in the Common Properties

Section 1. Members Easements of Employment. Subject to the provi of Article IV, Section 3, every Member and his guests and invitees sh have a
non-exclusive but irrevocable right and easement of enjoyment and use

to the Common Properties for as long as he is an owner (or a holder of contract for deed therefor and is not in default there under) of a residential
lot, and such easement shall be appurtenant to and shall pass with the title
(and contract for deed) to every residential lot. Such rights an easements, without limitation, shall include the right to the non-excl use thereof by Members (in common with other Members and their guests invitees), subject, however, to the reasonable use-restrictions as m imposed by the Association for the use of the Common Properties, and t obligation to pay the common assessments as provided in Article IV.

Section 2. Title to Common Properties. the Developer may retain the title to the Common Properties until such time as it has completed improvements
thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any prov herein, the Developer hereby covenants for itself, its heirs and succe and
assigns, that it shall complete the improvements upon and convey the C Properties to the Association not later than January 1, 1987. Until
the transfer of title to the Common Properties to the Associa Developer shall perform all of the obligations covenants and agreemen and
abide by the restrictions contained herein with respect to the Com Properties, except for such construction and marketing activities are consistent with development thereof.

Section 3. Extent of Members Easements. The rights and easements of enjoyment and use created hereby shall be subject to the following:

(a) The right of the Developer to borrow money for the purpose of improving the Common properties and in aid thereof to mortgage the s Any mortgage or other indebtedness or lien which is placed on the Comm Properties by the Developer shall be removed or satisfied by the Deve before it conveys and transfers the common properties to the Associ and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties from foreclosure; and

(c) The right of the Developer and the Association, as provide its Articles and By-Laws, to suspend the enjoyment rights of any mem for any period during which any assessment remains unpaid, and fo period
not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable adm and
other fees for the use of the Common Properties pursuant to Article V, Section 2; and

(e) The right of the Developer or the Association to dedicate or transfer (excluding easements, which may be granted without the notice members as hereinafter provided) all or any part of the Common Propert to any public agency, authority or utility for such municipal, governmental and/or non-commercial purposes and subject to conditions
as may be agreed to by the Developer or by the Members, provided that such dedication or transfer by the Association (other than those dedications contained in the Deed of Dedication to Flint Ridge N Amended,
Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No. 4) shall be effective unless written notice of the proposed agreemen action
there under is sent to every Member at least ninety (90) days in advan of any action taken; and unless an instrument signed by the President and the Secretary of the Association with a certified copy of resolution attached showing that such resolution was adopted by a two- (2/3) majority of the Members entitled to vote and is duly recorded in office of the County Clerk of Delaware and Adair Counties, Oklahoma, agreeing to such dedication or transfer; and

(4) Such other easements, agreements and outstanding mineral interes as may exist on the Existing Properties at the time of execution of th Deed of Dedication.

ARTICLE V
Covenant For Maintenance Assessments

Section 1. Creation of the Lien and personal Obligation of Assessment
The Developer, as the present owner of the Properties hereby covenants, each subsequent Owner or contract for deed holder of any residential l acceptance of a deed or Contract therefore (whether or not it shall be expressed in any such deed, contract or other conveyance) is deemed to covenant and agree to pay to the Association: (1) monthly assessme charges as provided herein; (2) special assessments for capital improvements,
such as assessments to be fixed, established and collected from time t time
as hereinafter provided, shall be a charge on each residential lot (or the
case of a contract for deed on such contract for deed) and shall be a continuing lien thereon against which each such assessment is mad until paid. Each such assessment, together with such interest thereon
and cost of collection thereof as hereinafter provided, shall al be
the personal obligation of the person who was the Owner of s residential lot at the time when the assessment fell due, and the enti amount

due, which lien shall be effective as of the due date.

Section 2. Purpose of Assessments. The assessments and fees levied Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties
and in particular for the improvement, maintenance and operation of th Common Properties, including but not limited to, the payment of taxes insurance
on the Common Properties and repair, replacement and additions thereto for the cost of labor, equipment, materials, management and supervisio thereof,
and for the treatment, purification and distribution of water to the residential lots and areas in the Property. Nothing herein shall limi charging of special fees for the use of Common Properties for li purposes over and above the assessments charged hereunder. No assessments
or fees hereunder shall be used for capital improvements or expendi (except replacement of improvements built by the Developer and transfe to
the Association as provided in Section 2 hereof) unless approved by a of
two-thirds (2/3) of the membership pursuant to Article. V, Section 5. Nothing hereunder shall permit the developer to assess the Members f capital improvements to be constructed by it upon the Common Propert pursuant to the General Plan of Development.

Section 3. Determination of Annual Assessment. the Board of Direct the Association, after consideration of current costs and future nee shall establish an annual budget and shall calculate annual assessments against each residential lot and area in the Property in proportion to each other's interest in the Common Properties of t Association. This method
of assessment shall also apply to any additional land brought within t Deed
of Dedication by Supplemental Deed of Dedication. The total assessment
shall equal the proposed budget. the levy and assessment shal in accordance with Article V, Section 4.

Section 4. Fiscal Year and Due Dates for Assessments. The fiscal of the Association shall run from January 1, to December 31. annual assessments against each Owner and his residential lot and area provided for
in Section 3 shall be due and payable in twelve (12) equal monthly assessments
on the first day of each month during the fiscal year.

The annual assessments shall commence in 1977 and shall be paid on the day of each month and shall be delinquent if not paid by the 10th of t month.
The first annual assessments shall be made for the balance of the f

year and the first monthly assessments shall be made for the balance fiscal year and the first monthly assessments shall become due and pay on
the date of commencement. The amount of the annual assessment shall b amount which bears the same relationship to the annual assessm provided for in Section 3 thereof as the remaining number of months that
year bear to twelve. The same reduction in the amount of the assessme shall
apply to the first assessment levied against any property which i thereafter added to the properties subject to assessment at a time than the beginning of any annual assessment period.

Section 5. Special Assessments for Capital Improvements. In addition the
annual assessments authorized by Section 3 hereof, the Board of Direct may
levy in any assessments authorized by Section 3 hereof, the Board of Directors
may levy in any assessment year a special assessment for the purpose o defraying, in whole or in part, the cost of any new construction or additional capital improvement(s) upon the Common Properties, includin necessary
fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of t membership who are voting in person or by proxy at a meeting duly call this purpose; written notice of which shall be sent to all Members at thirty (30) days in advance and shall set forth the purpose of the mee

The due date of any special assessment under this Section shall be fix the resolution authorizing such assessment.

Section 6. Quorum for any Action Authorized under Section 5. The quor required for any action authorized by Section 5 shall be as follows:

At the first meeting called, as provided in Section 6 hereof, the pres at
the meeting of Members, or of proxies, entitled to cast sixty per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may called,
subject to the notice requirement set forth in Section 5, and the requ quorum at any such subsequent meeting shall be one-half (1/2) of th required quorum at the preceding meeting, provided that no such subseq meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Directors. The Board of Direct the Association shall, at least thirty (30) days in advance of the begi of a new fiscal year, prepare a roster of the Properties and the annua assessments applicable thereto, which shall be kept in the office of t Association, and shall be open to inspection by any Owner, and shall a time fix the amount of the annual assessment in accordance with this D

Dedication against each residential lot for the next fiscal year.

Written notice of the total annual assessment and the amount of each m assessment shall thereupon be sent to every owner. This notice must be sufficient to inform each Owner of his monthly assessment and no furth notices are necessary for that fiscal year

The Association shall upon demand at any time furnish to any Owner, an mortgagee, or prospective owner or mortgagee liable for said assessmen certificate in writing signed by an officer of the Association, setti forth whether said assessment has been paid. Such certificate shall b conclusive evidence of payment of any assessment therein stated to hav paid.

Section 8. Effect of Non-Payment; The Personal obligation of the Owne Lien; Remedies of Association. If an assessment is not paid on the when due (being the date specified in Section 4 hereof) then such asse shall become delinquent and shall, together with such interest thereon cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property of such delinquent owner which shall such property in the hands of the then-owner, his heirs, devise personal representatives and assigns, and shall also become a personal obligation of the owner and of the delinquency date. The per obligation
of the then-Owner to pay such assessment shall remain his personal obligation
until such assessment is paid.

If the assessment is not paid within thirty (30) days after the delinq date, the assessment shall bear interest of delinquency at a legal rat (established by the Association) not to exceed ten per cent (10%) p annum
and the Association may bring an action against the owner(s) personall obligated to pay the same and/or to foreclose the lien against residential lot(s), and there shall be added to the amount of such assessment
the costs of preparing and filing the Petition or Complaint in such ac and in the event a judgment is obtained, such judgment shall includ interest on the assessment as above provided and a reasonable attorney to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to a First Mortgage; Other Mort Forbidden. The lien of the assessments provided herein shall be subordinate
to the lien of any first mortgage now or hereafter placed upon the Properties
by the Developer to pay development costs of the Property (which mus released when an Owner pays for his lot) . Owners shall not be perm to place any mortgage or other encumbrance upon the Properties any portion thereof other than a first mortgage except: Any mortgage other security interest given to Developer by any purchaser of residen lot(s).
If an Owner violates this Section 9, the lien for assessment(s) shall superior to any other such lien, mortgage or other encumbrance.

or transfer of any lot pursuant to a decree of foreclosure or any oth proceeding or deed in lieu of foreclosure, shall receive such lot(s) f assessments previously levied, but shall not relieve such lot(s) from liability for any assessments assessed after such acquisition of title from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property, subject to this of Dedication, shall be exempted from the assessments, charges and lie created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and d to public use;

(b) All Common Properties as defined in Article I Section 1;

(c) All utility easements.

Section 11. Water Standby Fee and Connection Fees. The developer her undertakes and agrees to build or cause to be built a water treatment plant,
water storage reservoir (Clear Creek Reservoir) and lay and install main
water distribution lines throughout the Property and pay all costs t and complete the same by December 31, 1986. The main water distributi lines
shall be laid within the roadway and other easements as shown on the of
Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge No. 3 and Fl Ridge
No. 4. After such water lines have been laid and water is available t given
residential lot(s) for the Owner to connect thereto, the Associati may (although it is not obligated to do so) establish a uniform mo standby
fee to be paid by such Owner(s) to the Association until the Owner(s) connected to such water line.
When an Owner decides to connect to such water line, he must notify Association and pay to the Association a water-connection $. Such fee shall include the cost of a water meter to b installed by the Association. The Association shall pay all cost making such connection from the meter to the main water-distribution l and no Owner shall be permitted to make such connection personally or through
any other agent or employee.

Thereafter, each Owner shall pay for water at the rates fixed by the Association which shall be uniformly applied throughout the Property any additions thereto. Payment for Owner's water shall not be included in the annual assessments as provided for in Article V, Secti

Each Owner shall be solely responsible for the cost of laying the sec water line(s) from his residence to the meter and paying any cos repair and replacement thereof.

The Association may establish reasonable rules and regulati for water usage and non-payment by any Owner(s) for water used, which include without limitation cutting off the supply of water to such defaulting Owner(s).

After the water-treatment plant, the water-storage reservoir and the water line distribution system have been conveyed and transferred to t Association, all future repairs, replacement, maintenance and operati thereof shall be the responsibility of the Association, and any co thereof shall be paid by the Association and included in the mainten assessments as provided in Article V, Section 3.

Section 12. Interim Monthly Assessments--Contract(s) Between Owner(s) Developer. It being recognized by the developer until a sufficient nu of residential lots have been sold to Owners (other than the Developer order that the Association would have sufficient revenues to pay all co of repair, maintenance, replacement, operation and management of the Common Properties to be owned by the Association, the Developer may contract with any prospective Owners for such Owner(s) to pay an agreed-upon maximum amount for their share of the monthly assessment owing to the Associati In such event, the Developer shall underwrite and pay any such excess to the Association over and above the contracted amount.

ARTICLE VI
Developer's Covenants With Respect To
Development of Common Properties

Section 1. Developer agrees to build or cause to be built the followi improvement(s) upon the Common Properties:

(a) Roadways: Flint Ridge Drive; Clear Creek Road; West Clear Creek Drive; Valley View Road; Hidden Glen Trail; Deer Hollow Circle, Forgott Hollow Drive; Hideout Circle; Deer Lake Drive; Autumn Glen Circle, H Trail; Peaceful Ridge Drive; and Pine Ridge Road as shown on the plat of Fli Ridge No. 1-Amended shall be paved with split-level double-bituminous surfacing material twenty-two (22) feet wide. All remaining roads shall cut, graded and finished with a natural gravel surface. Bridges, culverts, bar ditches, guard rails, traffic control signs and devices, and roadway parking areas shall be built where required.

(b) Water System: An intake line and pump from the Illinois River t Clear Creek Reservoir; the building and construction of Clear Creek Reservoir;
water purification and treatment plant; water storage tank(s); main wa distribution lines to serve lots and areas in the Property.

(c) Security Stations: One at the entryway of the Property to Oklaho State Highway No. 10, located in Adair County, Oklahoma, which shall c of a guardhouse, and the other at the entryway of the Property to Oklahoma State Highway No. 33, which shall consist of a mechanically-operated crossbar.

(d) Sycamore Park: Open area for camping, primitive nature trails and launching facilities.

(e) Deer Lake Recreation Center: Snackbar, covered eating areas, tennis courts, miniature golf course, driving range, canoe rentals, shuffleboard, volleyball and basketball courts, Ping-Pong and billi tables.

(f) Pine Ridge Clubhouse: Clubroom, dining area, efficiency kitchen, restrooms, two tennis courts, volleyball and basketball cou

(g) Flint Ridge Clubhouse and Racquet Club: Clubhouse, swimming pool, tennis courts, shuffleboard, volleyball courts, billiards and Ping-Po tables, dressing rooms, sauna, whirlpool, kitchen, snack bar, meeting lounge and offices.

(h) Equestrian Center: Stable, tack room, pasture land and bridle trails.

(i) Pioneer Center: Statehood House, dining facilities.

The plans and specifications and the General Plan of Developme all of the aforesaid improvements are on file at the office of the ACC located
at Flint Ridge, P.O. Box 5, Kansas, Oklahoma 74347, and may be exam and inspected by an Owner during regular business hours.

The Association shall pay all costs of maintenance and upkeep thereof. initial cost of construction and installation of the facilities and th improvements to the common areas as described in this Article VI, shal at
the Developer's expense except: the construction and installation of water treatment plant and water distribution system in the Proper (and any additions thereto) , the cost of which shall be initially p for
by the Developer and such costs to be reimbursed to the Developer by t Association.

ARTICLE VII

Service Contracts

Section 1. Service Contracts. In addition to maintenance upon the Common Properties, the Association is authorized to enter into contracts to provide management and/or maintenance services to either the Owners or the Association, or both, in accordance with terms agreed upon by the Board of Directors of the Association.

ARTICLE VIII
General Provision

Section 1. Duration. The covenants and restrictions hereof shall with and bind the property, and shall inure to the benefit of be enforceable by the Association and, where applicable, by the Owner of
any land subject to this Deed of Dedication, his respective legal representatives, heirs, successors and assigns, until January 1, 1994, which time said covenants and restrictions shall be automatically extended
for successive periods of ten (10) years unless an instrument signed
by the then-Owners of three-fourths (3/4) of the residential lots has recorded, agreeing to change of said covenants and restrictions in who in part; provided, however, that no such agreement to change shall effective unless made and recorded one year in advance of the effecti date
of such change, and unless written notice of the proposed agreement is to
every owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or under the provisions of this Deed of Dedication shall be deemed to hav properly sent when mailed, postpaid, to the last known address of the whose name appears as a Member or an Owner on the records of the Assoc at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrict shall be by any proceeding at law or in equity against any person or p violating or to recover damages, and against the land to enforce any created by these covenants; and failure by the Association or any to enforce any lien created by these covenants; and failure by the Association
or any Owner to enforce any covenant or restriction herein contained s in
no event be deemed a waiver of the right to do so thereafter.

Section 4. Amendments. Anything to the contrary herein notwithstanding,
the Developer does hereby reserve exclusively unto itself the right to

the Plats of Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge and Flint Ridge No. 4, so as to correct any errors which may presently on said Plats with respect to lot dimensions which are shown thereon.

The Developer irrevocably reserves the right to amend said Plat to cor such lot dimensions by filing an amendment(s) thereto and without the necessity of any other lot owner joining in such amendment.

No lot will be sold or transferred by the Developer until the front corners have been staked and measured by the surveyor. Any and lot
Owner(s) of record at the time of any such amendment(s) by the accept and recording of a deed to his lot shall be deemed to (1) have give written consent to such amendment being filed by the Developer witho the necessity of such Owner affixing his signature to such amendment, and (2) does hereby appoint the Developer as his atto in-fact to execute
and file the aforesaid amendment(s) to said Plats in his place and ste

Section 5. Severability. Invalidation of any one of these covenants, restrictions by judgment or court order shall in no wise affect any ot provisions which shall remain in full force and effect.

SUPPLEMENTAL DEED OF DEDICATION
AND
PROTECTIVE COVENANTS FOR
THE COTTAGE AREA
A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA

Filed in Adair County
Aug 24, 1988
Book 242
Pages 175-179.3

THIS SUPPLEMENTAL DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR THE COTTAGE AREA, a subdivision in Adair County, Oklahoma, is made and entered into effective the 17th day of August, 1988, by FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership (the "Developer").

RECITALS

WHEREAS, on the 18th day of January, 1974, Developer did record with the Delaware County Clerk's Office that certain Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a subdivision in Delaware County, Oklahoma, which were recorded at Book 263, Page 320, et seq. (the "Protective Covenants"); and

WHEREAS, on the 31st day of October, 1975, Developer did record with the Delaware County Clerk's Office that certain Deed of Dedication and Protective Covenants for Flint Ridge No. 1—Amended, a subdivision in Delaware County, Oklahoma, which was recorded at Book 263B, Page 572, et seq. (the "First Amendment"); and

WHEREAS, on the 7th day of March, 1978, Developer did record with the Delaware County Clerk's Office that certain Second Amendment to Protective Covenants for Flint Ridge No. 1—Amended, a subdivision in Delaware County, Oklahoma, which was recorded at Book 369, Page 662, et seq. (the "Second Amendment"); and

WHEREAS, the Protective Covenants, the First Amendment and the Second Amendment shall be collectively referred to herein as the "Deed of Dedication"; and

WHEREAS, on the 29th day of June, 1979, pursuant to Article II, Section 2 of the Deed of Dedication, Developer did bring within the purview of the Association, additional property located in both Delaware and Adair Counties, Oklahoma, in accordance with Developer's General Plan of Development by recording with both the Adair and Delaware County Clerk's Office one certain Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a subdivision in both Adair and Delaware Counties, Oklahoma, recorded at Book 390, Page 146 et seq. Delaware County Clerk's Office and at Book 178, Page 597 et seq. of the Adair County Clerk's Office (hereinafter the "Dedication and Covenants"). Along with and as a part of the Dedication and Covenants, Developer did file in Adair County, a copy of the

Deed of Dedication so that the property located in Adair County (which was described in the Dedication and Covenants) would be owned, held, used and occupied subject to the terms and conditions of the Deed of Dedication; and

WHEREAS, Developer is the owner of certain real property located in Adair County, Oklahoma, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, Developer has caused the Property to be surveyed, platted and subdivided into lots, blocks and tracts all as shown on the plat prepared by Jack L. Holt recorded on December 28, 1987, in Book 238, Page 563, et seq. Adair County Clerk's Office (the "Plat") which Plat is hereby adopted as the official plat of the Property and the subdivision shall be hereinafter known and named "THE COTTAGE AREA, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA", and the subdivision is hereby subdivided into the following Lots, to-wit:

Lots 1 through 10 inclusive,

WHEREAS, pursuant to Article II, Section 2 of the Deed of Dedication, the Developer now desires to make the Property subject to the Deed of Dedication and bring the Property within the purview of the Association, all in accordance with Developer's General Plan of Development.

WHEREAS, Developer by filing the Plat and this Supplemental Deed of Dedication hereby submits the Property to all of the provisions contained in the Deed of Dedication, which are incorporated herein by reference and made a part hereof, except as modified herein and imposes upon the Property the following covenants and restrictions pursuant to a plan of development for the use and benefit of all present and future owners thereof as hereinafter provided.

NOW THEREFORE, pursuant to Article II Section 2 of the Deed of Dedication contained in the Dedication and Covenants filed with the Adair County Clerk's Office, Adair County, Oklahoma, Developer does hereby publish and declare that THE COTTAGE AREA, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA ("The Cottage Area" or the "Property") is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to all of the terms and conditions contained in the Deed Of Dedication, which is incorporated herein by reference and made a part hereof as the Deed of Dedication appears in the Dedication and Covenants, (including but not limited to an Owner 's obligation to pay assessments and fees charged or levied by the Association) and the following conditions, covenants, restrictions, uses, limitations and obligations, each and all of which are declared and agreed to be in furtherance of a plan for the improvement and development of the Property and where applicable shall be deemed "covenants
running with the land" until January 1, 1994, and shall be a burden an

a benefit of the Developer, and its successors and assigns, and a person,
firm, partnership, corporation or association whomsoever acquiring or owning an interest in the Property (or any part thereof) and any improvements thereon, together with their respective grantee successors,
heirs, executors, administrators, devisees and assigns. Each of said "covenants running with the land" shall be automatically extended for two (2) successive ten (10) year periods. Provided however, th from
the date hereof until January 1., 1994 or at any time during either of the two (2) successive ten (10) year periods referred to above any condition(s), restriction(s), covenant(s), use(s), limitation(s) or obligation(s) or any one or more of them, may at any time, waived,
modified or changed by either: (1) a written agreement signed and acknowledged by at least seventy-five percent (75%) of all of the owners of the property and such agreement being filed of record in the Office of the County Clerk of Adair County, Oklahoma, or (2) by a written agreement signed and acknowledged by all members of the Architectural Control Committee(the "ACC") and by a majority in~ numbe of the Board of Directors of the Flint Ridge Property Owne Association
(the "Association") with a certified copy of a resolution attached showing that said directors are authorized to execute such agreeme and
that such resolution was passed at a meeting of the membership of the Association by a seventy-five percent (75%) majority of the member and, filing such agreement of record in the Office of the County Clerk of Adair County, Oklahoma, or (3) as provided in paragraph 6(b); or (4) Developer from time to time only as to the property or lots which are owned by Developer upon Developer filing an amendment or amendment to this Supplemental Deed of Dedication and Protective Covenants with the Office of the County Clerk of Adair County, Oklahoma.

PROTECTIVE COVENANTS

A. Any reference in the Deed of Dedication as reflected in the Dedication and Covenants filed in Adair County, Oklahoma, to either Flint Ridge No. 1 or Flint Ridge No. 1-Amended shall be read to be The Cottage Area.

B. The following language shall be added to paragraph 1 of the, Protective Covenants, to-wit:

"1. .. Lots 1 through 10, The Cottage Area (the "Residenti Lots"
or "residential lots") shall not be used or occupied other th for single family residences. Any other use is expressly prohibited. Notwithstanding the foregoing to the contrary, this paragraph shall in no way be construed to prohibit Developer from entering into any agreement with a prospective purchaser for the "time sharing" of any Residenti Lot or residential dwelling constructed on any Residential Lot whenever such Residential Lot and/or residential dwelling

located thereon is owned by Developer."

C. Paragraph 4 shall be deleted and the following shall bc inserted in its place, to-wit:

"4. Except for Developer, the Owner of a Residentia Lot is prohibited from constructing any improvements upon or to a Residential Lot which improvements shall include, but not be limited, to swimming pools, car ports, garages, storage buildings, shacks, outbuildings or other structures. No improvements shall be made to any residential dwelling located upon a Residential Lot except in accordance with provisions set out in paragraph 33 below."

D. The first sentence of paragraph 6 shall be deleted and the following shall be inserted in its place, to-wit

"6. Upon the date that a lot purchaser acquires legal title to a Residential Lot, such Residential Lot will have a completed residential dwelling located thereon. such, completed residential dwelling violates or encroaches over or upon any of the setback lines established or contain herein below, such violation will not be construed as a violation of such particular setback provisions and this Supplemental Deed of Dedication and Protective Covenants sha be construed to be amended to accommodate such violation(s or encroachment(s) when they are the result of Developer's construction of the residential dwelling located upon the residential Lot. Therefore, except as otherwise provid for hereinabove to the contrary, all residences and buildings upon Residential Lots must conform to the following minimum requirements:"

E. The following language shall be added to paragraph 6(a) the Protective Covenants, to-wit:

"6. ...

(a) The enclosed interior floor area of any residence shall not be less than 900 square feet. The aforesaid minimum floor area requirements ar to be calculated by using the enclosed interior dimensions of the residence."

F. Paragraph 6(b) shall be modified to read as follows:

"6. ...

(b) Subject to the terms and conditions contained in paragraph 4 above and this paragraph 6, no building or other structure shall be located on any lot within the Mutual Access Easement (sometimes "MA") shown on the Plat Of The Cottage Area and not nearer than 5 feet to any side lot line provided, however, the ACC is hereby granted the authority and the right to vary or waive this paragraph 6(b) by giving its written approval thereto, which must be signed by at least two members thereof, acknowledged and filed of record in the County Clerk's office of Adair County, Oklahoma."

G. The following sentence shall be added to the end of paragraph 6(d), to-wit:

"6. ...

(d) Notwithstanding the foregoing and subject to the provisions contained in paragraph 4 above, paragraph 19 below and this paragraph 6, no dwelling, garage, swimming pool or other permanent improvement(s) (including but not limited to fences) on any Residential Lot in The Cottage Area shall be built nearer than 10 feet from the rear property line, however, the ACC is hereby granted the authority and the right to vary or waive this sentence by giving its written approval thereto, which must be signed by at least two members thereof, acknowledged and filed of record in the County Clerk's office of Adair County, Oklahoma."

H. Paragraph 6(e) shall be deleted.

I. Paragraph 10 shall be deleted and the following shall be inserted in its place, to-wit:

"10. After the completion of the construction of a residential dwelling upon a Residential Lot, no unsightly article shall be permitted to remain on any Residential Lot or upon any residential dwelling constructed upon the Residential Lot so as to be visible from, adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing and unless specifically permitted by rules adopted by either the Board of Directors of the Flint Ridge Property Owners Association (the "Board") or the ACC, or except as otherwise provided for herein, only those vehicles described in paragraph 41 below shall be allowed to park within the areas described in such paragraph. No repair or maintenance work shall be done on any vehicle other than minor emergency repairs. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container within areas designated by either the Board or the ACC. No clothes lines

or other outdoor facilities for hanging or drying clothes shall be permitted. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate upon any Residential Lot or within any residential dwelling constructed upon the Residential Lot. No liquid propane gas, gasoline, oil or other exterior tanks shall be permitted."

J. Paragraph 15 shall be deleted and the following shall be inserted in its place, to-wit:

15. "No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept upon any Residential Lot or within any structures constructed upon a Residential Lot. No animals of any kind shall be raised, bred or kept in a residential dwelling except dogs, cats or other common household pets, but in any event, there shall be no more than two (2) household pets for each residential dwelling. No wild animals, livestock or poultry of any kind shall be raised, kept or bred upon any Residential Lot or within any structures constructed upon a Residential Lot. The, Flint 'Ridge Property Owners association may further restrict or prohibit the keeping of pets upon any Residential Lot or within any structures constructed upon a Residential Lot. Pets shall not be allowed on the Common Properties except as permitted by the rules made, by the Flint Ridge Property Owners Association. No pet shall be permitted to run free and all pets shall continuously be personally accompanied and kept on a leash when outside of a residential dwelling and while on the Property. The owner of such pet shall not allow such pets to excrete upon the Common Properties. Notwithstanding the privileges granted or restricted by this paragraph, the Flint Ridge Property Owners Association may require the removal from the Property of any or all pets considered by the association within its discretion, to be exotic, frightening to other owners, vicious, dangerous or which may constitute a nuisance."

K. Paragraph 17 shall be deleted and the following shall be inserted in its place, to-wit:

"17. No sign of any kind (including, but not limited to, "For Sale" signs) shall be displayed to the public view or placed upon any Residential Lot unless such sign has been approved by the Architectural Control Committee. The Architectural Control Committee may adopt design criteria for any type of signs that it approves for use on a Residential Lot. No flashing or moving signs shall be permitted on any Residential Lot."

L. Paragraph 19 shall be deleted and the following shall be inserted in its place, to-wit:

"19. Only those fences approved by the architectural Control Committee shall be permitted on a Residential Lot. Otherwise, the fencing of a Residential Lot

is prohibited. No trees or other shrubbery planting shall be permitted on any corner lot which obstructs the view of vehicular traffic approaching the intersection from a distance of 75 feet from the intersection."

M. The second sentence of paragraph 20 shall be deleted and the following sentences shall be inserted in its place, to-wit:

"20. The ACC's post office address is P. O. Box 5, Kansas, Oklahoma 74347, Attention: Larry Walker. The members of the ACC are Larry Walker, Gene Cowherd and Stephen W. Mills."

N. Paragraphs 22 and 23 Shall have no applicability to the Property other than being informative to the Owners within The Cottage Area as to approved designated uses of land in other areas of the Flint Ridge Subdivision.

O. Paragraph 24 shall be revised to read as follows, to-wit

"24. The 7.7 acre tract located in Block 7, Bird Creek Area of Flint Ridge No. 1 - Amended is reserved and shall be used for the building, construction, maintenance and operation of a water treatment plant and all related and necessary facilities incident thereto and an electric substation."

P. Paragraph 25 shall be amended to read as follows, to-wit:

"25. No buildings or other permanent type of improvements may be erected upon or placed within either the mutual access or utility easements shown on the Plat of the Property. The mutual access, utility easements and roadways, as shown on the Plat of the Property are hereby dedicated as indicated in the Certificate of Dedication on the Plat and in addition, are dedicated for the use in the installation, repairing, maintaining, replacing, operating and providing utility services which services may include providing water, electricity, telephone, telegraph, sewer (sanitary and storm), cable television, and gas which may serve the lots and areas in the Cottage Area and which also may serve those additional lands adjoining the Cottage Area or other property located within the Flint Ridge Subdivision."

Q. Paragraph 29 shall be amended to read as follows, t wit:

"29. In addition to the mutual access and utility easements as shown on the plat of the. Property, the Developer does hereby dedicate for the use by any public utility company providing or furnishing electricity, cable television, or telephone service, a perpetual right and easement(s) to locate upon any Residential Lot or area within the Property, anchors and guy wires for telephone, cable television or electric transmission poles which may be built within the

roadways and other easements, and Common Properties as shown on the Plat, together with the right of ingress and egress thereto for the purpose of constructing, repairing, maintaining and replacing the same all in addition to the rights granted and/or reserved in the Certificate of Dedication on the Plat."

R. The following paragraphs shall be added as additional paragraphs to the Protective Covenants Section of this Supplemental Deed of Dedication for The Cottage Area.

31. Except for any which may be erected by Developer or Developer's designated representatives, no exterior radio or television antenna or aerial shall be erected or maintained upon a Residential Lot or any residence or structure located upon a Residential Lot without the prior written approval of the Architectural Control Committee.

32. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Residential Lot and no odors shall be permitted to arise therefrom so as to render any part of the Residential Lot unsanitary, unsightly, offensive or detrimental to any Residential Lot owner within the Property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any part of any Residential Lot within the Property so as to be offensive or detrimental to any Residential Lot owner within the Property or to its occupants. Without limiting the generality of any of the, foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any part of the Residential Lot or any residential dwelling located thereon, without the prior written approval of the Architectural Control Committee.

33. There shall be no construction or other excavation upon or to a Residential Lot (including landscaping unless such landscaping is first approved by the Architectural Control Committee) which in any way alters the present contour of the land now comprising 'the Residential Lot. No Residential Lot owner (except for Developer) may alter the exterior appearance of any residential dwelling located upon a Residential Lot in, any way including but not limited to changing the color, the materials used in the construction of any residential dwelling boated upon a Residential Lot to include but not be limited to roofing, siding or other materials, or altering any window coverings and treatments unless prior to making such contemplated changes the owner of the Residential Lot has obtained the prior written approval of the Architectural Control Committee which approval may be withheld for any reason whatsoever or which approval may be subject to the prior completion or occurrence, of such conditions as are

quired or acceptable to the Architectural Control Committee. The color, type of materials for future contemplated improvements and the type of window coverings and treatments which may be used shall be specifically designated by the Architectural Control Committee and no other color, materials or window coverings shall be used, or made unless permitted by the Architectural Control Committee.

34. No commercial, business, immoral, improper or offensive use shall be made or conducted upon a Residential Lot or within any residential dwelling located thereon, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Property shall be observed.

35. No activities shall be conducted on any Residential Lot and no improvements shall be constructed on any Residential Lot which are or might be unsafe or hazardous to any person in the Flint Ridge Subdivision, or to any portion of the Property. Without limiting the generality of the foregoing, no firearms shall be discharged on any Residential Lot, no open fires shall be lighted or permitted on any Residential Lot except in a contained barbeque unit While attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

36. Only mailboxes meeting the design standards of the Architectural Control Committee shall be permitted and such mailboxes shall be located in areas designated by the Architectural Control Committee, except for mail depositories which are the property of the United States Post Office Department.

37. The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs, golf carts and snow-mobiles, shall be subject to the rules established or adopted by the Architectural Control Committee or the Board of Director's of the Flint Ridge Property Owners Association, which may prohibit or limit the use thereof within specified parts or all of the Property and which may also provide parking regulations and adopt other rules regulating their use, operation and storage.

38. Developer reserves a perpetual right and easement to locate, construct, erect and maintain or cause to be located, constructed, erected or maintained in and on the areas indicated on the plat as either "mutual access easements", "utility easements", within any of the platted roadways or in such other areas as Developer determines over property owned by Developer or the Flint Ridge Property Owners Association, wherever Developer desires to locate such easement, sewer and other pipe lines, conduits and wires for any public or private utility functions (including without limitation, water lines, electricity lines, gas lines, telephone lines, cable television lines, storm and sanitary sewer lines, and other communication lines) beneath the surface of the grounds, or above the surface with the approval of the Architectural Control Committee, with

the right of access at any time to the same over, upon and under any Residential Lot for the purposes of installation, repair and maintenance.

39. A Residential Lot Owner shall not place or cause to be placed on any patio, balcony or residential yard comprising a part of, attached to, or appurtenant to any residential dwelling or Residential Lot, any items, furniture, fences, out buildings, toys, recreational tools or equipment, packages, laundry or objects of any kind which are obtrusive and not customarily used on a patio, balcony or in a residential yard.

40. It is prohibited to hang or attach any garment, rug or thing from the windows or on any of the balconies, or from any of the façades Of any residential dwellings located on a Residential Lot or to install appliances in the windows or on the balconies, or from the facades of any residential dwelling located upon a Residential Lot, or to attach any item to any residential dwelling located upon a Residential Lot which would detract from the general appearance of the Property. Residential Lot Owners shall use only those window coverings and treatments approved by the Architectural Control Committee in order to insure uniformity of exterior appearances.

41. No portion of the Mutual access Easement as indicated on the recorded plat of the Property may be used by any person other than (a) the Residential Lot Owner whose Residential Lot is encumbered by the Mutual Access Easement and (b) the Residential Lot Owner who owns a Residential Lot contiguous to such Residential Lot. Because of the trees which Developer chose to leave remaining in the development of the Property, it may be necessary for a Residential Lot Owner to park within the Mutual Access Easement on a Residential Lot which belongs to his next door neighbor. The Mutual Access Easement shall not be used for any purpose other than parking passenger automobiles, golf carts or pick-up trucks of three-quarter ton or less, which are in operating condition and which are in a condition which does not detract from the appearance of the Property as a first-class residential area. No other vehicles or objects, including, but riot limited to, trucks of greater than three-quarter ton, trailers, campers, boats, motor homes or similar vehicles, may be parked or placed upon any portion of a Residential Lot unless expressly permitted under rules promulgated by the Board of Directors of the Flint Ridge Property Owners Association. No parking space shall be used by any person other than an occupant of a residential dwelling located upon a Residential Lot (except as otherwise provided for above) which occupant is an actual resident or by any guest or visitor and such guest or visitor only when such guest or visitor is, in fact, visiting and upon the Residential Lot. A Residential Lot Owner may riot park or keep more than one (1) motorcycle on a Residential Lot which motorcycle must be adequately equipped with sound suppression devices to provide for quiet operation. The Board may cause, any motorcycles not used in conformance herewith to be removed from a Residential Lot and stored at the expense of the Owner who

permitted such use.

42. Developer, the Flint Ridge Property Owners Association, an Owner or a mortgagee, or any of them, severally, shall have the right to proceed against any Owner at law for damages or in equity to compel compliance with the terms hereof or to prevent the violation or breach of the terms hereof, or for such other relief as may be appropriate. Further, whenever any structure or Improvement has been built or installation made which violates the terms hereof, the Flint Ridge Property Owners Association shall have the right to enter upon the Residential Lot were such violation exists, and summarily abate or remove the same and shall make necessary repairs or improvements where such violation occurred, so that the Residential Lot shall be in the same condition as it was before said violation occurred, all at the expense of the Owner causing or permitting such violation, and any such entry and abatement or removal shall not be deemed a trespass, and the Residential Lot Owner agrees to release, indemnify, defend and hold the Association and such persons carrying out the Association's rights, harmless against any and all claims, suits, judgments or causes of action arising out of the Association's exercising Its rights hereunder.

43. Notwithstanding anything in this Supplemental Deed of Dedication to the contrary, neither Developer nor any of Developer's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee or the Board of Directors of the Flint Ridge Property Owners Association. Without in any way limiting the generality of the preceding sentence, this Supplemental Deed of Dedication shall not prevent or limit the right of Developer to excavate and grade, to construct and alter drainage pattern's and facilities, to construct any and all other types of Improvements, sales and leasing offices, similar facilities, and to post signs incidental to construction, sales and leasing, anywhere within the Property other than a Residential Lot which has been transferred to an Owner other than Developer. Provided, however, that if the Owner and Developer have entered into a lease agreement with one another whereby the Developer has leased from the Owner the Residential Lot and residential dwelling constructed thereon, then Developer shall have the right to post signs on both the Residential Lot and the residential dwelling constructed thereon incidental to the construction, sales and leasing of the Residential Lot and residential dwelling located' thereon.

44. Any other provision of this Supplemental Deed of Dedication to the contrary notwithstanding, Developer may assign in whole or in part any of its privileges, exemptions, rights and duties, under this Supplemental Deed of Dedication to any other person and may permit the participation in, whole or in part by any other person in any of its privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Developer may exempt any person from the control and jurisdiction of the Architectural Control Committee

or the Board of Directors of the Flint Ridge Property Owners Association.

COMMON PROPERTIES AND THEIR USE THEREOF

S. The following paragraphs and subparagraphs under Section 1 of ARTICLE I. Definition shall be amended to read as follows:

"(c) "Common Properties" shall hereinafter refer to the following areas of land and easements shown on the plat of the Property and (as may be applicable) to all plats recorded by Developer within the Flint Ridge Subdivision:

(i) All roadways shown on the plat of The Cottage Area and all exiting private roadways as shown on plats previously filed by Developer.

(iii) All utility(ies) easements ("U/E") and Mutual Access Easements ("M/A") located on the Property and as shown on the plats previously filed by Developer.

(vi) A complete private water treatment plant located in Flint Ridge No. 1 amended and a water distribution 'system as located within other subdivision plats filed by Developer.

(h) "Utility Easements" shall mean and refer to those area's of land designated on any recorded subdivision plat(s) of, the Property as either or "Utility Easement" intended to be used for all installation, maintenance, repair and replacement, for the services which may provide water, sewer, electricity, cable television, gas and telephone service to the Property and the lots therein as provided for in the Plat of the Property or any additions thereto.

(j) "Residential Lots" shall mean and refer to those lots as so designated in paragraph 1 of the Protective, Covenants' and all amendments and/or additions made by Developer."

T. The following shall be added as new subparagraph, (k) to-wit:

(k) "Mutual Access Easement" shall mean and refer to areas of land shown on the Plat of the Property as Mutual Access Easement. This Mutual Access Easement may only be used by (1) the Residential Lot Owner whose lot is encumbered by the Easement for the purposes set out in the Protective Covenants Section of this Supplemental Deed of Dedication, (2) the Owner of the contiguous Residential Lot for the purpose of parking thereon in accordance with paragraph 42 above and (3) by Developer, its successors and/or assigns for the purpose of installing, maintaining, repairing and replacing all, cables, conduits, wires and pipes (including the right of access, ,ingress and egress) which may be used in providing

either private or public utility service to the lots in the Property or in adjoining lands in the Flint Ridge Subdivision including but not limited to water, sewer, electricity, cable television, gas and telephone service."

U. The language contained in Section 2. Title to Common Properties of **ARTICLE IV, Property Rights in the Common Properties** shall be deleted and the following inserted in its place, to-wit:

"Section 2. Title to Common Properties. The Developer may retain the legal title to the Common' Properties (except for legal title to the property comprising the Utility Easements and Mutual Access Easements designated on the Plat as either "U/E", "'Utility Easements", "M/A" and/or "Mutual Access Easements"), until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding the foregoing, the, Developer hereby covenants, for itself, its heirs and, successors and assigns, that it shall complete the improvements and convey the Common Properties and/or its rights in arid to the Common Properties, as the case may be, to the Association."

V. The language contained in paragraph (c) of Section 10. Exemp Property of **ARTICLE V, Covenant for Maintenance Assessments** shall be modified to read as follows:

"(c) All utility easements" except those located on a Residential Lot".

W. Section 11, titled **Water Standby Fees and Connection Fees** shall be deleted and the following shall be inserted in its place, to-wit:

"Section 11. **Utility Fees.** Water will be provided to the Residential Lots located within the Property through the water treatment plant and water distribution lines constructed and installed by Developer. The water distribution lines may be laid within the roadways, the Utility Easements and/or Mutual Access Easements as shown on the recorded plat for The Property and within other platted or unplatted areas of the Flint Ridge Subdivision.

Each Owner shall pay for water at the rates fixed by the Board of Directors of the Flint Ridge Property Owners Association. Payment for Owner's water shall not be included in the annual assessments as provided for in Article V, Section 3.

Each Owner shall be responsible for paying the cost of repair and replacement for the secondary water line connecting Owner's residence to the main water line.

The Association may establish reasonable rules and

regulations for water usage and nonpayment by any Owner for water used, which shall include without limitation, cutting off the, supply of water to such defaulting Owner(s).

Developer hereby reserves on behalf of itself and the Association the right (but not the obligation) to cause each of the Residential Lots located within the Property to be, separately metered in which case Owner agrees to allow Developer and/or the Association access to Owner's Residential Lot in Order to cause a water meter to be installed thereon in which case Owner hereby agrees to pay Developer and/or the Association the cost of such water meter to be installed. The installation of a water meter, including any connections which need to be made to the main water line, shall be made by either Developer and/or the Association, their designees, agents or employees. No Owner shall be allowed to install a water meter or make such connection associated with the installation of a water meter either personally or through any other agent or employee.

Developer may cause to be constructed a series of light poles within the Property to help illuminate the area for both visibility and esthetic purposes.

Each Residential Lot Owner agrees to pay his pro rata share for the cost changed to Developer and/or the Association by the electric company for the use and for the cost of electricity to power these lights. A Residential Lot Owner's pro rata share of the expenses shall be one-tenth (1/10th) of the total cost of such amount charged by the electric company multiplied by the number of Residential Lots within the Property which Owner owns.

X. The following subparagraphs of Section 1, of **ARTICLE VI Developer's Covenants With Respect To Development Of Common Properties** shall be amended to read as follows, to-wit:

(a) Roadways: Deer Lake Road as shown on the Plat of The Cottage area shall be asphalt paved.

(b) Water System: An intake line and pump from the Illinois River to the Clear Creek Reservoir; the building and construction of Clear Creek Reservoir; water purification and treatment plant; water storage tank(s); main water distribution lines to service the lots in The Cottage area.

(e) Deer Lake Recreation Center: Covered eating areas, two tennis courts, miniature golf, swimming pool, canoe rentals, shuffleboard, volleyball and basketball courts, ping pong and billiard tables.

(g) Deer Lake Clubhouse and Racquet Club: Two swimming pools, two tennis courts, shuffleboard, billiards, ping pong, men's and women's dressing rooms, sauna, whirlpool, dining facilities, meeting rooms, pro shop and office.

The plans and specifications for all of the aforesaid improvements may be examined at the sales off ice by an Owner during regular business hours."

Y. The Cottage Area shall hereinafter be subject to all of the terms and conditions of the Deed of Dedication, as reflected in the Dedication and Covenants recorded in Adair County, Oklahoma, which terms and conditions shall be incorporated herein and made a part hereof by reference, except to the extent as they are modified herein. The Flint Ridge Subdivision shall now include The Cottage Area.

Wherever reference is made in the Deed of Dedication reflect in the Dedication and Covenants to the recording of document with the Delaware County Clerk's Office, such shall be read mean recorded in the Adair County Clerk's Office (unless the meaning would require otherwise) as the Property described herein is located in Adair County, Oklahoma.

IN WITNESS WHEREOF, the Developer has made and executed this Supplemental Deed of Dedication effective the day and year first above written.

FLINT RIDGE DEVELOPMENT COMPANY,
an Oklahoma general partnership
By: FRATES DEVELOPEMENT COMPANY,
an Oklahoma corporation,
Managing General Partner,

By: Stephen Mills
President

ATTEST:
By: Mark Sturum
Asst.Secretary

STATE OF OKLAHOMA)
)SS.
COUNTY OF TULSA)

ADAIR COUNTY CLERK SEAL

Before me, the undersigned, a Notary Public, in and for said Count and State on this 17 day of August 1988, personally appeared Stephan Mills , President of Frates Development Company, an Oklahoma corporation, Managing General Partner of Flint Ridge Development Compa an Oklahoma general partnership, to me known to be the identical person who subscribed the name of the maker there to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, under oath, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Linda Redwine
NOTARY PUBLIC

My Commission Expires: 8-1-90

EXHIBIT "A"

Legal Description

A tract of land lying in Sections 5 and 8, Township 19 North, Range 24 East, of the Indian Base and Meridian, situated in Adair County, Oklahoma, more particularly described as follows:

COMMENCING at the Southwest corner of Tract A of The Muirfield Area, Block 25, a previously filed subdivision of Flint Ridge No. 2 and thence N 30°35'21" W along the West line of said Tract A for a distance of 72.29 feet to the POINT OF BEGINNING, and thence S 53°34'22" W for a distance of 270.60 feet; thence S 45°55'13" W for a distance of 231.11 feet; thence N 82°03'27" W for a distance of 164.97 feet; thence N 25°22'42" W for a distance of 150.00 feet; thence N 60°27'18" E for a distance of 200.00 feet; thence N 64° 45'51" E for a distance of 68.10 feet; thence S 64°39'45" E for a distance of 64.11 feet; thence along a curve to the left, having a radius of 50.31 feet, for a distance of 38.07 feet; thence N 71° 58'32" E for a distance of 14.57 feet; thence along a curve to the left, having a radius of 44.94 feet, for a distance of 52.91 feet; thence N 04°31'45" E for a distance of 14.87 feet; thence along a curve to the left, having a radius of 72.21 feet, for a distance of 56.87 feet; thence N 40°35'34" W for a distance of 56.61 feet; thence N 14°02'45" E for a distance of 65.76 feet; thence along a curve to the left, having a radius of 378.31 feet, for a distance of 89.58 feet; thence N 00°28'44" E for a distance of 129.52 feet; thence N 87°23'42" E for a distance of 40.24 feet; thence S 30°35'21" E

for a distance of 432.95 feet to the Southwest corner of said Tract A and the POINT OF BEGINNING, containing 3.44 acres, more or less.

Recorded Aug 12, 1988
Book 242 Page 794

NOTICE OF ADDITION OF LAND TO

SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, effective the 17th day of July, 1985, FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership, and FLINT RIDGE R.V. DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter collectively referred to as "Developer"), did execute those certain Supplemental Covenants, Conditions and Restrictions whic were recorded on the 30th day of May, 1986, in the Delaware County Clerk's Office at Book 503, Page 840, et seq., and which were record on
the 30th day of May, 1986, in the Adair County Clerk's Office at Book 227, Page 469, et seq. (hereinafter collectively, the "Supplemental Covenants"); and

WHEREAS, pursuant to the terms and conditions of Article V, Section 4(A) of the Supplemental Covenants, FLINT RIDGE DEVELOPMENT COMPANY now desires to make such Supplemental Covenants applicable to additional land owned by FLINT RIDGE DEVELOPMENT COMPANY as more particularly described herein.

NOW, THEREFORE, the undersigned, being the owner of the following described property, does hereby declare that the property described as follows:

Lots One (1) through Ten (10), THE COTTAGE AREA, a subdivision in Adair County, Oklahoma, according to the recorded plat thereof. (Such lots being collectively referred to as the "Club Lots" and individually referred to as a "Club Lot"),

shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens contained in the Supplemental Covenants which shall run with the Club Lot(s) and be binding upon each and every owner of the Club L (s),
their heirs, administrators, executors, successors and/or assigns, and the Supplemental Covenants shall XXXX to the benefit of and enforceable
by the owner of the "Club Lot" and where applicable by the oth owners,
of "Club Lot" as provided for in the Supplemental Covenants), Develope and Flint Ridge Golf Club, Inc., to the extent provided for in the Supplemental Covenants.

The terms and conditions contained in the Supplemental Covenants

THIS PAGE WAS INCOMPLETE

AMENDED DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA

WHEREAS , FLINT RIDGE DEVELOPMENT COMPANY, An Oklahoma General Partnership (hereinafter "Developer") is the owner of the following described property, and;

WHEREAS, Developer has filed a certain DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO 2, A SUBDIVISION IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA (hereinafter DEED OF DEDICATION AND PROTECTIVE COVENANTS, FLINT RIDGE NO. 2) with the Adair County Clerk's Office at Book 178 Page 597 et seq. and with the Delaware County Clerk's Office at Book 390 Page 146 on the following described plats , to-wit:

STONE RIDGE AREA, FLINT RIDGE NO. 2, A Subdivision located in Sections 27, 28 and 33 T 20 N, R 24 E of the Indian Base and Meridian in Delaware County, Oklahoma.
(Book 390 Page 143 et seq. Delaware County Records)

FOX RIDGE AREA, FLINT RIDGE NO. 2, A Subdivision in Sections 5 and 6, T 19 N, R 24 E of the Indian Base and Meridian in Adair County, Oklahoma.
(Book 178 Page 718 Adair County Records)

BIRD VALLEY AREA, FLINT RIDGE NO. 2, A Subdivision located in Sections 3 and 4, T 19 N, R 24 E of the Indian Base and Meridian in Adair County, Oklahoma
(Book 178 Page 719 Adair County Records)

WHEREAS, as a result of AMENDING the aforementioned plats it is also necessary to Amend the DEED OF DEDICATION AND PROTECTIVE COVENANTS, FLINT RIDGE NO. 2;

NOW THEREFORE, Developer does hereby declare that all the provisions contained in that certain DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA as they are presently in effect and of record filed with the Adair County Clerks Office at Book 178 Page 597 et seq. and with the Delaware County Clerk Office at Book 390 Page 146 shall be made applicable to the following described property, to-wit:

STONE RIDGE AREA, FLINT RIDGE NO. 2, BLOCK NO. 10, AMENDED, A Subdivision located in Sections 27, 28, and 33, T 20 N, R 24 E of the Indian Base and Meridian in Delaware County, State of Oklahoma, according to the recorded plat thereof.

BIRD VALLEY AREA, FLINT RIDGE NO. 2, BLOCK NO. 12 AMENDED, A SUBDIVISION LOCATED IN SECTION 3 AND 4,
T 19 N, R 24 E, OF THE INDIAN BASE AND MERIDIAN IN ADAIR COUNTY, STATE OF OKLAHOMA.

which property is held and shall be held, conveyed, hypothecated, encumbered, leased, tented, used, occupied and improved subject to the following conditions, covenants, restrictions, uses, limitations and obligations each and all of which are declared and agreed to be in furtherance of a plan for the improvement and development of the aforementioned property and where applicable shall be deemed "covenants running with the land" until January 1,1994 and shall be a burden and a benefit to the Developer, and it's successors and assigns, and any person, firm, partnership, corporation, association, whomsoever acquiring or owning an interest in the property or any part thereof and any improvements thereon, together with their respective grantees, successors, heirs, executors, administrators, devisees and assigns. Each of said "covenants running with the land" shall be automatically extended for two (2)successive ten (10) year periods, provided however, that any condition (s), restriction(s), covenant(s),use(s), limitation(s) or obligation(s)or any one or more of them, may at any time, be waived, modified or changed by either (1) a written agreement signed and acknowledged by at, least seventy-five percent (75%) of all of the owners of the property and such agreement being filed of record in the Office of the County Clerk of Delaware County, Oklahoma and Adair County, Oklahoma; or (2) by a written agreement signed and acknowledged by all members of the Architectural Control Committee (the "ACC") and Property Owners Association (the "Association") with a certified copy of a resolution attached showing that said directors are authorized to execute such agreement and that such resolution was passed at a meeting of the membership of the Association by a seventy-five percent (75%) majority of the members and, filing such agreement of record in the Off ice of the County Clerk of Adair County, Oklahoma and Delaware County, Oklahoma; or (3) as provided in Paragraph 6 (b).

PROTECTIVE COVENANTS

All of the Protective Covenants and provisions contained in the DEED O DEDICATION AND PROTECTIVE COVENANTS, FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA, as presently filed of record in the Office of the County Clerk of Delaware County, Oklahoma, in Book 390 Page 146 et seq. and as presently filed of record in the Office of the County Clerk of Adair County, Oklahoma, in Book 178 Page 597 et seq., EXCEPT AS HEREIN AMENDED are hereby incorporated herein by reference and made a part hereof for all purposes, and shall be modified as follows:

At Page 5 of the Covenants Paragraph 1 shall be amended to read as fol

1. Lots 1 through 21, 47 through 61, 77 through 79, 94, 95, 113, 114, 119 through 121, BLOCK 10 AMENDED, STONE RIDGE AREA, Lots 1 through 86, BLOCK 11, FOX RIDGE AREA, Lots 1 through 69, BLOCK 12 AMENDED, BIRD VALLEY AREA (the "residential lots") shall not be used or occupied other than for single family residences. Any other use is expressly prohibited.

At Pages 5 and 6 of the Covenants Paragraph 2 shall be amended to read follows:

2. All residences and building upon residential lots must conform to t following minimum requirements:

a. The enclosed interior floor area of any residence shall not be less than 850 square feet except on the following residential lots where the enclosed floor area of any residence shall not be less than 1,100 square feet; Lots 24, 25, 27, 28, 54, 55, 57 through 59 and 68 and 68, BIRD VALLEY AREA, FLINT RIDGE NO. 2, BLOCK 12 AMENDED. The aforesaid minimum floor area requirements are to be calculated by using the enclosed interior dimensions of the residences.

At Page 6 of the Covenants Paragraph 3 shall be amended to read as follows:

3. Permanent mobil homes are hereby permitted on the following residential lots and none other for FLINT RIDGE NO. 2: Lots 22 through 46, 62 through 76, 80 through 112, 115 through 118, STONE RIDGE AREA, BLOCK 10 AMENDED. All provisions dealing with mobil homes being permanently affixed, connected to septic tanks, ACC approval of mobil homes and authority to issue permits contained in Paragraph 9 of the

Protective Covenants for FLINT RIDGE NO. 1 — AMENDED shall also be applicable to mobil home lots in FLINT RIDGE NO. 2.

At Page 6 of the Covenants Paragraph 5 shall be amended to read as follows:

5 At Article I Section (j) "Residential lots)", which are located in FLINT RIDGE NO. 2, shall mean and refer to those lots listed on Page 2 of this AMENDED DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION LOCATED IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA.

AMENDMENTS TO PLATS

The following are the amendments to the filed Plats for STONE RIDGE AREA, FLINT RIDGE NO. 2, and BIRD VALLEY AREA, FLINT RIDGE NO. 2:

1. The Plat for Stone Ridge Area, Flint Ridge No. 2, filed at Book 390 Page 143-144 Delaware County Records shall now be known as follows:

   STONE RIDGE AREA, FLINT RIDGE NO. 2, BLOCK 10 AMENDED, A Subdivision Located in Sections 27, 28 and 33, T 20 N, R 24 E of the Indian Base and Meridian in Delaware County, State of Oklahoma.

2. The Plat for Bird Valley Area, Flint Ridge No. 2, filed at Book 178 Page 719 Adair County Records shall now be known as follows:

BIRD VALLEY AREA, FLINT RIDGE NO. 2, BLOCK NO. 12, AMENDED, A SUBDIVISION LOCATED IN SECTIONS 3 and 4 T. 19 N., R 24 E. OF THE INDIAN BASE AND MERIDIAN IN ADAIR COUNTY, STATE OF OKLAHOMA.

3. Lots 70, 71 and 72 have been deleted from the plat on BIRD VALLEY AREA, FLINT RIDGE NO. 2, BLOCK 2, AMENDED, A SUBDIVISION LOCATED IN SECTIONS 3 and 4 T. 19 N., R 24 E., OF THE INDIAN BASE AND MERIDIAN IN ADAIR COUNTY, OKLAHOMA.

4. Electric transmission line easements and the lots affected, are indicated on the amended plats.

IN WITNESS WHEREOF, the Developer has caused this document to be executed by its duly authorized officers and corporate seal to be affixed hereunto this 18th day of September 1979.

FLINT RIDGE DEVELOPMENT COMPANY,
an Oklahoma General Partnership

By: FRATES DEVELOPMENT COMPANY,
Managing General Partner

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 18th day of September, 1979, by James E. Robertson Vice President of Frates Development Company, Managing General Partner of Flint Ridge Development Company, an Oklahoma General Partnership on behalf of said partnership.

Charlene G. Gadriens
Notary Public

My Commission Expires :
My Commission Expires April 17, 1981

CERTIFICATE OF COUNTY CLERK

I, Mae Jean Johnson , the duly elected, qualified and acting County Clerk of Adair County, State of Oklahoma, do hereby certify that as of the date of the above and foregoing Deed of Dedication and Amendment to Plats, and Protective Covenants for the plats, Flint Ridge Development Company, an Oklahoma General Partnership, was the record owner of more than seventy-five percent (75%) of all lots, blocks and areas within Fox Ridge Area, FLINT RIDGE No. 2, a Subdivision in the State of Oklahoma, and BIRD VALLEY AREA, FLINT RIDGE NO. 2 , BLOCK No. 12, AMENDED, a Subdivision in Adair County , State of Oklahoma, according to the recorded Plats thereof as shown by the records of this office.

Dated this 18th day of September, 1979.

Mae Jean Johnson
County Clerk

F I L E D
Adair County, Stilwell, Okla.
SEP. 18 1979
2 HOUR 30 MINUTE
IN BOOK 181 AT PAGE 265-H
MAE JEAN JOHNSON County Clerk
By LRJ Deputy

SUPPLEMENTAL DEED OF DEDICATION
AND
PROTECTIVE COVENANTS FOR
THE MUIRFIELD AREA, FLINT RIDGE NO. 2 BLOCK 25,
A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA

THIS SUPPLEMENTAL DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR THE MUIRFIELD AREA, FLINT RIDGE NO. 2, BLOCK 25, a subdivision in Adair County, Oklahoma, is made and entered into effective the 30th day of June, 1987, by FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership (the "Developer")

RECITALS

WHEREAS, on the 18th day of January, 1974, Developer did record with the Delaware County Clerk's Office that certain Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a subdivision in Delaware County, Oklahoma, which were recorded at Book 263, Page 320, et seq. (the "Protective Covenants"); and

WHEREAS, on the 31st day of October, 1975, Developer did record with the Delaware County Clerk's Office that certain Deed of Dedication and Protective Covenants for Flint Ridge No. 1—Amended, a subdivision in Delaware County, Oklahoma, which was recorded at Book 263B, Page 572, :et seq. (the "First Amendment"); and

WHEREAS, on the 7th day of March, 1978, Developer did record with the Delaware County Clerk's Office that certain Second Amendment to Protective Covenants for Flint Ridge No. 1—Amended, a subdivision in Delaware County, Oklahoma, which was recorded at Book 369, Page 662, et seq. (the "Second Amendment"); and

WHEREAS, the Protective Covenants, the First Amendment and the Second Amendment shall be collectively referred to herein as the "Deed of Dedication"; and

WHEREAS, on the 29th day of June, 1979, pursuant to Article II, Section 2 of the Deed of Dedication, Developer did bring within the perview of the Association, additional property located in both Delaware and Adair Counties, Oklahoma, in accordance with Developer's General Plan of Development by recording with both the Adair and Delaware County Clerk's Office one certain Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a subdivision in both Adair and Delaware Counties, Oklahoma, recorded at Book 390, Page 146 et sec, Delaware County Clerk's Office and at Book 178, Page 597 et seq. of the Adair County Clerk's Office (hereinafter the "Dedication and Covenants"). Along with and as a part of the Dedication and

Covenants, Developer did file in Adair County, a copy of the Deed of Dedication so that the property located in Adair County (which was described in the Dedication and Covenants would be owned, held, used and occupied subject to the terms and conditions of the Deed of Dedication; and

WHEREAS, Developer is the owner of certain real property located in Adair County, Oklahoma, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, Developer has caused the Property to be sur- veyed, platted and subdivided into lots, blocks and tracts all as shown on the plat prepared by Jack L. Bolt recorded on June 30, 1987, in Book 235, Page 232-233, et seq., Adair County Clerk's office (the "Plat") which Plat is hereby adopted as the official plat of the Property and the subdivision shall be hereinafter known and named "THE MUIRFIELD AREA, FLINT RIDGE NO. 2, BLOCK 25, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA", and the subdivision is hereby subdivided into the following Blocks, Lots and Tracts, to-wit:

Block 25: Lots 1 through 322 inclusive,
Reserved Tracts A, B, C, D, E, F, G, H, and J

WHEREAS, pursuant to Article II, Section 2 of the Deed of Dedication, the Developer now desires to make the Property subject to the Deed of Dedication and bring the Property within the perview of the Association, all in accordance with Developer's General Plan of Development.

WHEREAS, Developer by filing the Plat and this Supplemental Deed of Dedication hereby submits the Property to all of the provisions contained in the Deed of Dedication, which are incorporated herein by reference and made a part hereof, except as modified herein and imposes upon the Property the following covenants and restrictions pursuant to a plan of development for the use and benefit of all present and future owners thereof as hereinafter provided.

NOW THEREFORE, pursuant to Article II Section 2 of the Deed of Dedication contained in the Dedication and Covenants filed with the Adair County Clerk's Office, Adair County, Oklahoma, Developer does hereby publish and declare that THE MUIRFIELD AREA, FLINT RIDGE NO. 2, BLOCK 25, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA ("The Muirfield Area" or the "Property") is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to all of the terms and conditions contained in the Deed of Dedication, which is incorporated herein by reference and made a part hereof as the Deed of Dedication appears in the Dedication and Covenants, (including but not limited to an Owner's obligation to pay assessments and fees charged or levied by the Association) and the following conditions, covenants, restrictions, uses,

limitations and obligations, each and all of which are declared and

agreed to be in furtherance of a plan for the improvement and development of the Property and where applicable shall be deemed "covenants running with the land" until January 1, 1994, and shall be a burden and a benefit of the Developer, and its successors and assigns, and any person, firm, partnership, corporation or association whomsoever acquiring or owning an interest in the Property (or any part thereof) and any improvements thereon, together with their respective grantees, successors, heirs, executors, administrators, devisees and assigns. Each of said "covenants running with the land" shall be automatically extended for two (2) successive ten (10) year, periods, provided however, that any condition(s) restriction(s), covenant(s), use(s), limitation(s) or obligation(s) or any one or more of them, may at any time, be waived, modified or changed by either: (1) a written agreement signed and acknowledged by at least seventy-five percent (75%) of all of the owners of the property and such agreement being, filed of record in the Office of the County Clerk of Adair County, Oklahoma, or (2) by a written agreement signed and acknowledged by all members of the Architectural Control Committee(the "ACC") and by a majority in number of the Board of Directors of the Flint Ridge Property Owners Association (the "Association") with a certified copy of a resolution attached showing that said directors are authorized to execute such agreement and that such resolution was passed at a meeting of the membership of the Association by a seventy-five percent (75%) majority of the members and, filing such agreement of record in the Office of the County Clerk of Adair County, Oklahoma; or (3) as provided in paragraph 6 (b).

PROTECTIVE COVENANTS

A. Any reference in the Deed of Dedication as reflected in the Dedication and Covenants filed in Adair County, Oklahoma, to either Flint Ridge No. 1 or Flint Ridge No. 1-Amended shall be read to be The Muirfield Area.

B. The following language shall be added to paragraph 1 of the Protective Covenants, to-wit:

> "1. ..Lots 1 through 322, The Muirfield Area (the "Residential Lots") shall not be used or occupied other than for single family residences. Any other use is expressly prohibited."

C. The following language shall be added to paragraph 6(a) of the Protective Covenants, to-wit:

"6. ...

(a) The enclosed interior floor area of any residence

shall not be less than 1,000 square feet, except on the following Residential Lots where the enclosed interior floor area of any residence shall not be less than 1,200 square feet, to-wit: Lots 5, 6, 7, 21, 23, 29, 50, 51, 52, 53, 90, 91, 92, 93, 102, 103, 104, 136, 137, 138 and 225 (the "Fairway Lots") . The aforesaid minimum floor area requirements are to be calculated by using the enclosed interior dimensions of the residence."

D. Paragraph 6(b) shall be modified to read as follows:

"6. …

(b) No building shall be located on any lot nearer than the front building setback line as shown on the Plat of The Muirfield Area and not nearer than 5 feet to any side lot line provided, however, the ACC is hereby granted the authority and the right to vary or waive this paragraph 6(h) by giving its written approval thereto, which must be signed by at least two members thereof, acknowledged and filed of record in the County Clerk's office of Adair County, Oklahoma."

E. The following language shall be added to paragraph 6(d), to-wit:

"6. ...

(d) No dwelling, garage, swimming pool or other permanent improvement(s) on any residential lot in The Muirfield Area shall be built nearer than 10 feet from the rear property line."

F. Subparagraph (a) of paragraph 10 shall be revised to read as follows:

"10. ...

(a) Such vehicles must be stored at the side or in the rear of such residence and not nearer than the building setback lines as shown on the Plat of The Muirfield Area or as established herein."

G. The second sentence of paragraph 20 shall be deleted and the following sentences shall be inserted in its place, to-wit:

"20. ... The ACC's post office address is P.O. Box 5 Kansas, Oklahoma 74347, Attention: Larry Walker. Th members of the ACC are Larry Walker, Gene Cowherd an Stephen W. Mills."

H. Paragraphs 22 and 23 shall have no applicability to Property other than being informative to the Owners within Muirfield Area as to approved designated uses of land in other ar of the Flint Ridge Subdivision.

I. Paragraph 24 shall be revised to read as follows, to-wit:

"24. The 7.7 acre tract located in Block 7, Bird Creek Area of Flint Ridge No. 1 - Amended is reserved and shall be used for the building, construction, maintenance and operation of a water treatment plant and all related and necessary facilities incident thereto and an electric substation."

J. Paragraph 25 shall be amended to read as follows, to-wit:

"25. No buildings or other permanent type of improvements may be erected upon or placed within the utility easements ("U/E") shown on the Plat of the Property. The utility easements and roadways as shown on the Plat of the Property are hereby dedicated as indicated in the Certificate of Dedication on the Plat and in addition, are dedicated for the use in the installation, repairing, maintaining, replacing and operating utility services for water, electricity, telephone, telegraph, sewer (sanitary and storm), cable television, and gas to serve all lots and areas in the Property and also those additional lands adjoining the Property or the property located within the Flint Ridge Subdivision."

K. Paragraph 29 shall be amended to read as follows, to-w

"29. In addition to the easements as shown on the plat of the Property, the Developer does hereby dedicate for the use by any public utility company providing or furnishing electricity, cable television, or telephone

service, a perpetual right and easement(s) to locate upon any residential lot or area within the Property, anchors and guy wires for telephone, cable television or electric transmission poles which may be built within the roadways and other easements, and common areas as shown on the Plat, together with the right of ingress and egress thereto for the purpose of constructing, repairing, maintaining and replacing the same all in addition to the rights granted and/or reserved in the Certificate of Dedication on the Plat."

COMMON PROPERTIES AND USE THEREOF

L. The following paragraphs and subparagraphs under Section 1 of **ARTICLE I. Definitions** shall be amended to read as follows:

"(c) "Common Properties" shall hereinafter refer to the following areas of land and easements shown on the plat of the Property and on all plats recorded by Developer within the Flint Ridge Subdivision:

(i) All roadways shown on the plat of The Muirfield Area and all exiting roadways as shown on plats previously filed by Developer. All Mutual Access Easements indicated as "M/A" on the Plat of The Muirfield Area.

(iii) All utility(ies) easements ("U/E") located on the Property and as shown on the plats previously filed by Developer.

(vi) A complete private water treatment plant located in Flint Ridge No. 1 amended and a water distribution system within the Property and as located within other subdivision plats filed by Developer.

(xiii) Reserved Tracts A, B, C, D, E, F, G, H, and J (collectively the "Reserved Tracts") as indicated on the plat of Bluff View Area. The Developer has reserved the right to construct such utilities on the Reserved Tracts as Developer deems necessary. These Reserved Tracts are Common Property to be conveyed to the Association.

(h) "Utility Easements" shall mean and refer to those areas of land designated on any recorded subdivision plat(s) of the Property as which are intended to be used for the installation, maintenance, repair and replacement for all services providing water, sewer, electricity, cable, television, gas and telephone service to the Property and the lots therein as provided for in the \Plat of the Property.

(j) "Residential Lots" shall mean and refer to those lots as so designated in paragraph 1 of the Protective Covenants and all additions made by Developer."

M. The following shall be added as new subparagraph (k), t wit:

"(k) "Mutual Access Easement" shall mean and refer to those areas of land designated on the recorded subdivision Plat of the Property as "M/A" which are intended for use by the members of the Association, their family members, guests, licensees and/or invitees, as roadways as a means of access over and across the lots burdened by those Mutual Access Easements as shown on the Plat of the Property."

N. The following shall be added as new subparagraph (l), to-wit:

"(l) "Fairway Lots" shall mean lots 5, 6, 7, 21, 23, 29, 50, 51, 52, 53, 90, 91, 92, 93, 102, 103, 106, 136, 137, 138 and 225."

O. The language contained in Section 2. Title Common Properties of **ARTICLE IV, Property Rights in the Com Properties** shall be deleted and the following inserted in its pla to-wit:

"Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties (except for the Utility Easements and Mutual Access Easements designated as "U/E" and "M/A" respectively, on the Plat, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding the foregoing, the Developer hereby covenants, for itself, its heirs and successors and assigns, that it shall complete

the improvements and convey the Common Properties and/or its rights in and to the Common Property, as the case may be, to the Association."

P. The language contained in paragraph (c) of Sectio 10. Exempt Property of **ARTICLE V, Covenants for Maintenance** Assessments shall be modified to read as follows:

"(c) All utility easements" except those located on a residential lot".

Q. The language contained in the first two paragraphs of Section 11. Water Standby Fees and Connection Fees of **ARTICLE V. Covenants For Maintenance Assessment** shall be amended to read as follows:

"Section 11. Water Standby Fee and Connection Fees. The Developer hereby undertakes and agrees to build or cause to be built a water treatment plant, water storage reservoir (Clear Creek Reservoir) and lay and install main water distribution lines throughout the Property and pay all costs thereof and complete the same by December 31, 1992. The main water distribution lines may be laid within the roadways and Utility Easements, the Mutual Access Easements and/or the Reserved Tracts, as shown on the Plat of The Muirfield Area.

After such water lines have been laid and water is available to a given residential lot(s) for the Owner to connect thereto, the Association may (although it is not obligated to do so) establish a uniform monthly standby fee to be paid by such Owner(s) to the Association until the Owner(s) has connected to such water line.

When an Owner decides to connect to such water line, he must notify the Association and pay to the Association a water connection fee of $____.00. Such fee shall include the cost of a water meter to be installed by the Association. The Association shall pay all costs of making such connection from the meter to the main water distribution line and no Owner shall be permitted to make such connection personally or through any other agent or employee."

R. The following subparagraphs of Section 1, of **ARTICLE VI Developer's Covenants With Respect To Development of Common Properties shall be amended to read as follows, to-wit:**

"(a) Roadways: Deer Lake Drive as shown on the Plat of, The Muirfield Area shall be asphalt paved. All remaining roads shall be cut, graded and finished with a natural gravel surface. Bridges, culverts, bar ditches, guard rails, traffic control signs and devices and roadway parking areas shall be built where required.

(b) Water system: An intake line and pump from the Illinois River to the Clear Creek Reservoir; the building and construction of Clear Creek Reservoir; water purification and treatment plant; water storage tank(s); main water distribution lines to serve the lots in The Muirfield Area.

(e) Deer Lake Recreation Center: Snackbar, covered eating areas, two tennis courts, miniature golf, swimming pool, canoe rentals, shuffleboard, volleyball and basketball courts, ping pong and billiard tables.

(g) Deer Lake Clubhouse and Racquet Club: Two swimming pools, two tennis courts, shuffleboard, billiards, ping pong, men and womens dressing rooms, sauna, whirlpool, dining facilities, meeting rooms, pro shop and office.

The plans and specifications for all of the aforesaid improvements may be examined at the sales office by an Owner during regular business hours."

S. The Muirfield Area shall hereinafter be subject to all of the terms and conditions of the Deed of Dedication, as reflected in the Dedication and Covenants recorded in Adair County, Oklahoma,

which terms and conditions shall be incorporated herein and made a part hereof by reference except to the extent as they are modified herein. The Flint Ridge Subdivision shall now include Block 25, The Muirfield Area.

Wherever reference is made in the Deed of Dedication reflected in the Dedication and Covenants to the recording of documents with the Delaware County Clerk's Office, such shall be read to mean recorded in the Adair County Clerk's Office as the Property described herein is located in Adair County, Oklahoma.

Any reference to the ... accompanying and attached "PROTECTIVE COVENANTS FOR THE MUIRFIELD AREA, FLINT RIDGE NO.2 BLOCK 25" contained in the Certificate of Dedication for The Muirfield Area, Flint Ridge No. 2, Block 25, as shown on the Plat shall mean and refer 'to this **Supplemental Deed of Dedication.**

IN WITNESS WHEREOF, the Developer has made and executed this Supplemental Deed of Dedication effective the day and year first above written.

FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership
By: FRATES DEVELOPMENT COMPANY, an Oklahoma corporation, Managing General Partner,

By:_____
Senior Vice President

ATTEST:

By:_____
Secretary

STATE OF OKLAHOMA)
SS.
COUNTY OF TULSA)

Before me, _____, Notary Public, in and for said County and State on this _____ day of

, 1987, personally appeared , Senior Vice President of Frates Development Company, an Oklahoma corporation, Managing General Partner of Flint Ridge Development Company, an Oklahoma general partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, under oath, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires: NOTARY PUBLIC

r810

NOTICE OF ADDITION OF LAND TO
SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, effective the 17th day of July, 1985, FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership and FLINT RIDGE R.V. DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter collectively the "Developer") did execute those certain Supplemental Covenants, Conditions and Restrictions which were recorded on the 30th day of May, 1986, in the office of the Delaware County Clerks Office at Book 503 Page 840 et seq. and which were recorded on the 30th day of May, 1986, in the office of the Adair County Clerks Office at Book 227 Page 469 et seq. (hereafter collectively the "Supplemental Covenants"); and

WHEREAS, pursuant to the terms and conditions of Article V, Section 4(A) of the Supplemental Covenants, FLINT RIDGE DEVELOPMENT COMPANY now desires to make such Supplemental Covenants applicable to additional land owned by FLINT RIDGE DEVELOPMENT COMPANY as more particularly described herein.

NOW, THEREFORE the undersigned, being the owner of the following described property, does hereby declare that the property described as follows:

> Lots On~ (1) through Three hundred twenty-two (322)!, THE MUIRFIELD AREA, FLINT RIDGE NO. 2, BLOCK 25, A subdivision in Adair County, Oklahoma, according to the recorded plat thereof, (which lots shall be collectively referred to as the "Club Lots" and individually referred to as a "Club Lot".)

shall be held, transferred, sold, conveyed and occupied, subject to

the covenant, conditions, restrictions, easements, charges and liens contained in the Supplemental Covenants which shall run with the Club Lot(s) and be binding upon each and every owner of the Club Lot(s), their heirs, administrators, executors, successors and/or assigns and the Supplemental Covenants shall inure to the benefit of and be enforceable by the owner of the Club Lot(s) and where applicable by the other owners of "Club Lots" (as provided for in the Supplement Covenants) the Developer and Flint Ridge Golf Club, Inc., to the extent provided for in the Supplemental Covenants.

The terms and conditions contained in the Supplemental Covenants shall be made a part hereof, and incorporated herein by reference as though they were fully set out herein.

IN WITNESS WHEREOF, Flint Ridge Development Company has hereunto set its hand hereto effective the 30th day of June, 1987.

FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma general partnership
By: FRATES DEVELOPMENT COMPANY, an Oklahoma corporation, its managing general partner

ATTEST:

By: /s/ Robert K. Gardner
Assistant Secretary

By: /s/ Stephen W. Mills
Senior Vice President

STATE OF OKLAHOMA) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on June 30, 1987, by Stephen W. Mills, Senior Vice President of Frates Development Company, an Oklahoma corporation as the managing general partner of Flint Ridge development Company, an Oklahoma general partnership on behalf of the partnership.

My Commission Expires: /s/ Linda Redwine
(Signature of notorial officer)

(Seal, if any); r721

DEED OF DEDICATION AND
PROTECTIVE COVENANTS FOR
FLINT RIDGE R. V. PARK, A SUBDIVISION
IN DELAWARE COUNTY, OKLAHOMA

WHEREAS, Flint Ridge R. V. Development Company, an Oklahoma general partnership, is the owner (hereinafter "Owner") of the following described real estate situated in Delaware County, Oklahoma, to-wit:

> Commencing at the East Quarter corner of Section 25, thence N 0°02'24" E along the East Line of said Section 25, a distance of 660.06 feet, thence N 89° 43'13" W along the South Line of the North 1/2, South 1/2, North 1/2, Section 25, a distance of 4238.14 feet to the point of inter- section of said South Line of the North 1/2, South 1/2, North 1/2 and the Northerly R/W Line of State Highway 33, and the Point of Beginning, thence N 12°46'58" E for a distance of 1320.42 feet; thence N 89°41'04" W for 450.50 feet to the center line of Flint Creek a distance of 782.20 feet, to a point on the Northerly R/W Line of State Highway 33, thence S 64°11'01" E along said R/W Line for a distance of 885.14 feet to the Point of Beginning. Said Parcel contains 15.7 Acres, More or Less.

WHEREAS, Owner hereby certifies that it has caused the above described real estate to be surveyed, platted and subdivided into areas, lots and streets as shown on the plat prepared by JACK L. HOLT, which is hereby adopted as the official plat of the above described real estate and the subdivision shall be hereafter known and named "FLINT RIDGE R. V. PARK", subdivided into the following areas and lots, to-wit:

FLINT RIDGE R. V. PARK:	Lots 1 through 109, inclusive and Tract "A".

WHEREAS, Flint Ridge Development Company, an Oklahoma general partnership, is the owner and developer (hereafter "Developer") of the following described real estated located within the Flint Ridge Subdivision, located in both Adair and Delaware Counties, to-wit:

BEAR LAKE AREA:	Block 1, Lots 1 through 135 inclusive and areas designated A, B and C and BEAR LAKE
FOX CREEK AREA:	Block 2, Lots 1 through 150 inclusive
HIDDEN VALLEY AREA:	Block 3, Lots 1 through 133 inclusive and areas designated A, B, C and D

DEER CREEK AREA:	Block 4, Lots 1 through 136 inclusive and area designated A
HIGHLAND AREA:	Block 6, Lots 1 through 88, inclusive and areas designated A and CLEAR CREEK RESERVOIR
BIRD CREEK AREA:	Block 7, Lots 1 through 78, 88 through 97, inclusive and Water Plant site CLEAR CREEK PARK
BIRD CREEK AREA:	A portion of Block 7, Lots 80 through 87 and 97 through 126, inclusive
CLEAR CREEK AREA:	Block 8, Lots 1 through 128 inclusive
PINE RIDGE AREA:	Block 9, Lots 1 through 125 inclusive and areas designated A and SYCAMORE PARK
STONE RIDGE AREA:	Block 10 Amended, Lots 1 through 121 inclusive
FOX RIDGE AREA:	Block 11 Amended, Lots I through 86 inclusive
BIRD VALLEY AREA:	Block 12 Amended, Lots 1 through 69 inclusive
WILDHORSE CREEK AREA:	Block 13, Lots 1 through 193 inclusive
BIRCHBARK AREA:	Block 14, Lots 1 through 183 inclusive
INDIAN RIDGE AREA:	Block 15, Lots 1 through 117 inclusive
WALNUT HILL AREA:	Block 16, Lots 1 through 235 inclusive

WHEREAS, Developer desires to bring the property referred to above as "FLINT RIDGE R. V. PARK", within the purview of the General Plan of Development for the Flint Ridge Subdivision; and

WHEREAS, Owner desires that its property be subject to and become a part of Developer's General Plan of Development for the Flint Ridge Subdivision; and

WHEREAS, Owner hereby submits said real estate to all of the following protective covenants pursuant to a plan of development for the use and benefit of all present and future owners thereof as provided therein and as hereafter amended.

NOW, THEREFORE, Developer and Owner hereby publish and declare that FLINT RIDGE R. V. PARK, a Subdivision in Delaware County, Oklahoma, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, each and all of which are declared and agreed to be in furtherance of a plan for the improvement and development of the Property, and where applicable shall be deemed "covenants running with the land" until January 1, 1994, and shall be a burden and a benefit of the Developer, and its successors and assigns, and any person, firm, partnership, corporation or association whomsoever acquiring or owning an interest in the Property (or any part thereof) and any improvements thereon, together with their respective grantees, successors, heirs, executors, administrators, devisees and assigns. Each of said "covenants running with the land" shall be automatically extended for two (2) successive ten (10) year periods; provided however, that any condition(s), restriction(s), covenant(s), use(s), limitation(s) or obligation(s) or any one or more of them, may at any time, be waived, modified or changed by either: (1) a written agreement signed and acknowledged by at least seventy-five percent (75%) of all of the owners of the property and such agreement being filed of record in the Office of the County Clerk of Delaware County, Oklahoma; or (2) by a written agreement signed and acknowledged by all members of the Architectural Control Committee (the "ACC") and by a majority in number of the Board of Directors of the Flint Ridge Property Owners Association (the "Association") with a certified copy of a resolution attached showing that said directors are authorized to execute such agreement and that such resolution was passed at a meeting of the membership of the Association by a seventy-five percent (75%) majority of the members and, filing such agreement of record In the Office of the County Clerk of Delaware County, Oklahoma; or (3) as provided in the protective covenants.

PROTECTIVE COVENANTS

1. Lots 1 through 109, FLINT RIDGE R. V. PARK, a Subdivision in Delaware County, State of Oklahoma (the "R. V. Lots") shall be used for Recreational Vehicle purposes only. No mobile homes or manufactured homes shall be placed on any R. V. Lot. The term "Recreational Vehicle" shall include: Manufactured motor homes, pick-up campers and trailers up to a maximum of forty (40) feet in length.

2. There shall be no homemade, converted buses, unsightly homemade or

altered camping rigs or similar types of vehicles permitted on any R. V. Lot. No tents or tent camping shall be allowed on any R. V. Lot. There shall be no more than one (1) recreational vehicle permitted on any lot at anytime. The ACC shall interpret this paragraph.

3. No building or structure shall be erected, altered, placed or permitted to remain on any R. V. Lot except as authorized by the ACC.

4. All plans for construction on any R. V. Lot (other than those structures built by Developer) must be approved by the ACC prior to the commencement of any construction. The ACC shall be composed of three (3) members of the Association to be selected and chosen by the Association. The ACC shall have a period of thirty (30) days after the plans are submitted by the Owner to approve, reject or modify the same. If the ACC fails to act upon said plans within the thirty (30) day period, the plans shall be deemed approved without further act of the ACC. If the ACC rejects or requires any amendment of said plans, the owner or other person(s) submitting the plans shall be obligated to satisfy the ACC's objections before any construction is begun. The ACC may withhold its approval of any plans if in the ACC's sole opinion the proposed improvements are not esthetically compatible with the surrounding terrain. After approval has been obtained, no substantial change in the plans shall be made without obtaining the approval of the ACC. Any physical alteration to the Property must be reviewed and approved by the ACC.

5. No structure including Recreational Vehicles, shall be located on any lot nearer than the front building setback lines as shown on the Plat of Flint Ridge R. V. Park, and not nearer to any side lot line setbacks. No structure shall be built nearer than ten (10) feet to the rear property line. The ACC is hereby granted the authority and the right to vary or waive this paragraph by giving its written approval thereto, which must be signed by at least two (2) members thereof, acknowledged and filed of record in the County Clerk's Office of Delaware County, Oklahoma.

6. No Recreational Vehicle shall be permanently affixed to any R. V. Lot.

7. Any construction on any R. V. Lot which has been approved by the ACC must be completed within one hundred eighty (180) days thereafter, except the ACC shall have the right to extend such construction period. The beginning of construction shall be the date any building materials are delivered upon the residential lot.

8. No commercial or industrial enterprise, business or activity shall be conducted on any R. V. Lot or in any Recreational Vehicle located on any R. V. Lot.

9. No shack, tent or previously constructed building shall be moved upon or permitted to remain upon any R. V. Lot.

10. No outdoor lavatory or toilet facilities shall be built or permitted on any R. V. Lot.

11. No excavations for the mining of stone, gravel, earth, minerals, petroleum or petroleum products shall be made or conducted upon any R. V. Lot.

12. Each lot and area shall be kept and maintained by the owner(s) thereof free of any accumulation of trash, garbage and debris of any kind whatsoever. Removal of the foregoing shall be the responsibility of each lot owner(s) and no lot owner(s), his agents or employees shall burn or dispose of trash, debris and garbage except in areas designated by the ACC.

13. No R. V. Lot shall be used for storage or warehousing purposes except for building materials which are to be used in the construction of any improvements to be built upon such lot which proposed improvements have been approved by the ACC.

14. No wild animals, livestock or poultry of any kind shall be raised, kept or bred except that dogs, cats or other domestic pets may be kept; provided they are not permitted to run free and are not kept, bred or maintained for commercial purposes. All dogs must, at all times, be kept on leashes. No dogs shall be allowed to be kept out overnight.

15. No lot may be subdivided without the ACC's prior written approval. Approval may be withheld for any reason whatsoever.

16. No sign of any kind shall be displayed to public view on any R. V. Lot except: Signs approved by the ACC.

17. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be or become an annoyance or nuisance to the neighborhood.

18. Irrespective of anything contained herein to the contrary notwithstanding, the Developer shall be permitted until all of the R.V. Lots have been sold to store building materials upon any one or more of the R. V. Lots together with appropriate signs and other necessary advertising materials as the Developer deems necessary; provided however, that after the sale of all of the R. V. Lots for the first time, the Developer shall remove all such building materials, signs and other advertising materials erected or placed upon any such R. V. Lot.

19. No fence, wall or hedge shall be permitted upon any R. V. Lot beyond the front building setback lines, and the utility easements as shown on the Plat. No trees or other shrubbery planting shall be permitted on any corner lot which obstructs the view of vehicular traffic approaching the intersection from a distance of 75 feet from the intersection. No barbed wire, hog wire, chain link or similar type of fencing will be permitted to fence in the boundaries of any R. V. Lot. The ACC shall establish the type of fencing that may be permitted to be built upon any R. V. Lot, and no other type of fencing will be permitted. The type of building materials to be used in the construction of any permanent structures shall be of natural stone, rock or of some other material approved by the ACC.

20. Initially, the ACC shall consist of James E.. Robertson, Stephen W. Mills and Mark R. Reents. The ACC's initial post office address shall be P. O. Box 5, Kansas, Oklahoma 74347. The ACC may designate one of its members to act on behalf of the ACC and sign necessary documents. In the event of the death or the resignation

of any member of the ACC, the directors of the Association shall have

full authority to designate a successor. No member of the ACC, or it designated representative, shall be entitled to compensation for services performed pursuant to the provisions hereof. At any time the Association shall have the power to change the membership of the ACC.

21. No boat powered by a motor in excess of 5 h.p. or a motor in excess of 5 h.p. shall be permitted or allowed on Bear Lake or Clear Lake Reservoir. No bathing or water skiing shall be permitted in Clear Lake Reservoir, As Clear Creek Reservoir shall be used as a storage reservoir for water to be used for human consumption, no use thereof shall be permitted which is detrimental to such use. The Association shall be entitled to enforce the provisions hereof which shall include without limitation impositions of fines for violation (s), obtaining injunctions and restraining orders and enclosing such reservoir with a fence if necessary to preserve and protect such use.

22. No building(s) or other permanent type of improvements may be erected upon or placed within the electric transmission line easements as shown on the Plat of the Property. The utility easements and roadways as shown on the Flat of Flint Ridge R. V. Park are hereby dedicated for use in the installation, repairing, maintaining, replacing and operating utility services including but not limited to water, electricity, telephone, telegraph, sewer (sanitary and storm) and gas to serve all lots and areas in Flint Ridge R. V. Park.

23. No tree or shrubs shall be cut down or removed from any lot in Flint Ridge R. V. Park, except upon receipt of ACC approval. Any person violating this condition shall be subject to a fine to be established and paid to the Association.

24. No motor driven vehicle or apparatus shall be permitted on the bridle trails shown on the Plat of Flint Ridge No. 1—Amended as the same shall be reserved exclusively for horseback riding, bicycling and foot—walking.

25. No obnoxious activities, nuisance or use shall be made of any of the common properties owned by the Association, by any owner, his guests or invitees, which are not in conformity with the intended use thereof and the rules and regulations promulgated by the Association.

26. In addition to the easements as shown on the Plat of the Property, the Developer does hereby dedicate for the use by any public utility company providing or furnishing electricity or telephone service, or both, as the case may be, a perpetual right and easement(s) to locate upon any R. V. Lot or area within the Property, anchors and guy wires for telephone or electric transmission poles which may be built within the roadways and other easements and common areas as shown on this Plat, together with the right of ingress and egress thereto for the purpose of constructing, repairing, maintaining and replacing the same.

27. No individual water wells or individual water systems shall be permitted to be drilled or maintained upon any R. V. Lot.

28. Quiet hours will be recognized from 11:00 p.m. to 7:00 a.m. During

such time there shall be no loud playing of any t.v.'s, radios or stereos nor shall there be any conduct during such hours which is disruptive to other R. V. Lot owners.

29. Each R. V. Lot owner shall be assessed a monthly utility service fee in addition to the owner's monthly property owner's dues. The Association shall have the right to adjust such utility service fees and property owner's dues from time to time in order to meet any increase in expense.

COMMON PROPERTIES AND USE THEREOF

WHEREAS, Developer desires to create a residential community for the Owners of the Property and other property owners by Developer which adjoins the Property and build certain recreational amenities, roadways, parks, water facilities and create other common areas for camping, picnicking, canoeing and related facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said recreational amenities, roadways, parks, water facilities and other common areas and facilities; and, to this end, desires to subject the Property, together with such additions thereto as may hereafter be made (as provided in Article II, Section 2) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said properties and each owner thereof; and

WHEREAS, Developer deems it desirable and necessary, for the efficient preservation of the values and amenities in this community, to create an agency to which should be delegated and assigned the powers and duties of maintaining and administering the Common Properties and facilities (hereafter described) and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Oklahoma, as a non-profit stock corporation, FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares the Property and such additions thereto as may hereafter be made pursuant to Article II, Section 2, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens ("covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words, when used herein (unless the context shall be prohibited) shall have the following meanings:

(a) "Association" shall mean and refer to Flint Ridge Property

Owners Association, Inc.

(b) "The Properties" shall mean and refer to the R. V. Lots and areas within the Property and any additions thereto, as are subject to this Deed of Dedication and any Supplemental Deed(s) of Dedication pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to the following areas of land and easements shown on the plat of Flint Ridge No. 1 Amended, Flint Ridge No. 2, Flint Ridge No. 4, Flint Ridge R. V. Park and any amendments thereto:

(i) All roadways as shown on the respective plats of and all existing roadways located in Delaware and Adair Counties, Oklahoma, connecting to roadways within the Property; provided however, the Developer reserves the right to change or relocate the roadways located in Adair County, Oklahoma;

(ii) Bear Lake (26.9) located in Bear Lake area and that part of Bear Lake located in Adair County, Oklahoma;

(iii) All bridle trails arid utility(ies) easements located on the Property and extensions thereof in Adair and Delaware Counties, Oklahoma; provided however, the Developer reserves the right to change, relocate or extinguish those which are located in Adair County, Oklahoma;

(iv) Clear Creek Reservoir (18.7 acres) located in Highland Area;

(v) Water plant site (7.7 acres) and Clear Creek Park (13.3 acres) located in Bird Creek Area;

(vi) A complete private water treatment plant and water distribution system within the Property and any extensions thereof into Adair County, Oklahoma and other adjoining property owned by the Developer;

(vii) Sycamore Park (10.1 acres) located in Pine Ridge Area;

(viii) Two security stations: One located at the entrance of the Property to Oklahoma State Highway 33, and another at the entrance of the Property to Oklahoma State Highway 10;

(ix) Pine Ridge Lodge located in Block 9, Pine Ridge Area;

(x) Equestrian Center located in Adair County;

(xi) Pioneer Center located in Adair County;

(xii) Recreation and Social Center (located in R.

V. Park);

(xiii) Teen Center (located in R. V. Park);

(xiv) Beach and Swimming Area (located in R. V. Park);

(xv) Sports Court (located in R. V. Park);

(xvi) Picnic Area (located in R. V. Park);

(xvii) Children's Play Area (located in R. V. Park);

(xviii) Electric Security Gate (located in R. V.Park); and

(xix) Comfort Station (located in R. V. Park).

together with all structures and facilities constructed thereon and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Owner" shall mean and refer to the record owner(s) (whether one or more persons or entities) of the title to any R. V. Lot in the Properties but shall not mean or refer to any person or entity who holds a mortgage, financing statement, lien or other security interest merely as a security for the performance of an obligation (by law or by contract) unless and until such person has acquired the entire title and ownership of such R. V. Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, hereof.

(f) "Private Roadways" shall mean and refer to all means of access to, from and over the Property which are not dedicated for use to the general public. The fact that a private roadway or a private road within the Property shall be known by a name and designated as a street, road, avenue, place, drive, circle or other similarly used words (imputing the name of a street or road) shall not cause such private roads or roadways to be public roads or streets.

(g) "Bridle or Equestrian Trails" shall mean arid refer to those areas within the Property which are not dedicated for use by vehicles, not dedicated to public use and are primarily to be used for horseback riding and pedestrian foot traffic.

(h) "Utility Easements" shall mean and refer to those areas of land designated on any recorded subdivision plat(s) and of the Property intended to be used for the installation, maintenance, repair and replacement for all services providing water, sewer, electricity, gas and telephone services to the Property and the lots therein as provided for in the plat of the Property or any additions thereto.

(i) "Lots" shall be the land located within the property line boundaries as may have been numbered or lettered on the recorded plat of the Property and as the same may be amended from time to time but shall not include any of the Common Properties as defined in Article I c).

(j) "R. V. Lot(s)" shall mean and refer to those lots as so designed on Page 1 of this Deed of Dedication and Protective Covenants any amendments or additions to the Property.

ARTICLE II
Property Subject to this Deed of Dedication
and Additions Thereto

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Deed of Dedication is as shown on the recorded plat of the Property, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Deed of Dedication in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the purview of the Association and the Common Properties thereon additional members and properties owned by the Developer in one or more phases of the development (a portion of which is located in Adair County, Oklahoma) in accordance with a General Plan of Development.

The General Plan of Development for the proposed additions to the Existing Property shall contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Properties proposed for each state; (3) the general nature of proposed common facilities and improvements; (4) a statement that the owners of residential lots within the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (5) a schedule for termination of the Developer's right under the provisions of this subsection to bring subsequent land development(s) within the provisions hereof.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Plat and Deed of Dedication and Protective Covenants with respect to the additional property which shall either incorporate the provisions of this Deed of Dedication as a part thereof, or prepare and file a separate Deed of Dedication with Protective Covenants, whichever the Developer may elect.

Such Supplementary or Additional Deed(s) of Dedication, as the case may be, may contain such complementary additions and modifications of the Protective Covenants and Restrictions contained in this deed of Dedication as may be necessary to reflect the different character, if any, of the added properties as are not applicable or which may be inconsistent with the provisions hereof. In no event, however, shall such Supplementary or Additional Deed(s) of Dedication revoke, modify or add to the covenants established by this Deed of Dedication or revoke, modify or add to the covenants established by this Deed of Dedication within the Existing Property.

In the event of such additions, the Owners shall not be liable for capital expenditures for structures built or equipment furnished by the

Developer on such additional Property(ies).

(b) Other Additions. Upon approval in writing of the Association, the Developer, or its successors and assigns, who desire to add other property (not included in the General Plan of Development) to the provisions of this Deed of Dedication and to subject it to the jurisdiction of the Association, may file or record a plat together with a Deed of Dedication and Protective Covenants which shall extend the provisions of the Protective Covenants of this Deed of Dedication to such property. Such Plat, Deed of Dedication and Protective Covenants may contain such complementary additions and modifications of the covenants and restrictions contained in this Deed of Dedication as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Deed of Dedication. In no event, however, shall such Plat and Deed of Dedication revoke, modify or add to the covenants established by this Deed of Dedication within the Existing Property.

ARTICLE III
Membership and Voting Rights in the Association

Section 1. Membership . Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to the deed and title to each R. V. Lot and one may not be separated or transferred without the other. Each R. V. Lot Owner(s) shall become a member of the Association by the acceptance of a deed to such lot (whether or not such deed expressly so provides).

Section 2. Voting Rights. The members of the Association shall not be entitled to vote until the first annual meeting which shall be held within thirty (30) days after the initial sale of ninety percent (90%) of the residential lots within Flint Ridge No. 1—Amended, Flint Ridge No. 2, Flint Ridge No. 4 and Flint Ridge R. V. Park and any additions thereto made by the Developer pursuant to Article II hereof, or within thirty (30) days after January 1, 1983, or at the option of the Developer, whichever shall first occur on the call of the President of the Association.

Voting members shall thereafter be all those Owners as defined in Section 1. Except as hereinafter provided in this Section, a member shall be entitled to one vote at all Association meetings for each R. V. Lot to which he holds record title. When more than one person holds record title to any R. V. Lot, all such persons shall be members, and the vote appertaining to an R. V. Lot shall be exercised as said record owners themselves determine, but in no event shall more than one vote be cast with respect to each R. V. Lot. If more than one person owns an R. V. Lot and they cannot agree amongst themselves as to voting, then such vote(s) shall not be counted.

ARTICLE IV
Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Article IV, Section 3, every Member and his guests shall have a non-exclusive but irrevocable right and easement of enjoyment and use in and to the Common Properties for as long as he is an Owner of an R. V. Lot, and such easement shall be appurtenant to and shall pass with the title to every

R. V. Lot. Such rights and easements, without limitation, shall include the right to the non-exclusive use thereof by Members (in common with other Members and their guests and invitees), subject, however, to the reasonable use restrictions as may be imposed by the Association for the use of the Common Properties, and the obligation to pay the common assessments as provided in Article IV.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its heirs and successors and assigns, that it shall complete the improvements upon and convey the Common Properties to the Association not later than January 1, 1987. Until the transfer of title to the Common Properties to the Association, Developer shall perform all of the obligations, covenants and agreements, and abide by the restrictions contained herein with respect to the Common Properties, except for such construction and marketing activities as are consistent with development thereof.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment and use created hereby shall be subject to the following:

(a) The right of the Developer to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage the same. Any mortgage or other indebtedness or lien which is placed on the Common Properties by the Developer shall be removed or satisfied by the Developer before it conveys and transfers the Common Properties to the Association; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties from foreclosure; and

(c) The right of the Developer and the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment or utility service fee remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties pursuant to Article V_1 Section 2; and

(e) the right of the Developer of the Association to dedicate or transfer (excluding easements, which may be granted without the notice to Members as hereinafter provided) all or any part of the Common Properties as to any public agency, authority or utility for such municipal, governmental and/or non-commercial purposes and subject to such conditions as may be agreed to by the Developer or by the Members, provided that no such dedication or transfer by the Association (other than those dedications contained in the Deed of Dedication to Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge No. 4 and Flint Ridge R. V. Park) shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at lease ninety (90) days in advance of any action taken and unless an instrument signed by the President and the Secretary of the Association with a certified copy of a resolution attached

showing that such resolution was adopted by a two-thirds (2/3) majority of the Members entitled to vote and is duly recorded in the Office of the County Clerk of Delaware County, Oklahoma, agreeing to such dedication or transfer; and

(f) Such other easements, agreements and outstanding mineral interests as may exist on the Existing Properties at the time of execution of this Deed of Dedication.

ARTICLE V
Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer as the present owner of the Properties hereby covenants, and each subsequent Owner of any R. V. Lot by acceptance of a deed or contract therefor (whether or not it shall be so expressed in any such deed, contract or other conveyance) is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges as provided herein; (2) a monthly utility service fee which may be adjusted from time to time by the Association and (3) special assessments for capital improvements, such as assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly assessments, monthly utility service fee and special assessments (hereafter collectively "assessments"), together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a continuing lien thereon against which each such assessment or utility service fee is made until paid. Each such assessment and utility service fee, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such R. V. Lot at the time when the assessment or utility service fee fell due, and the Association shall have a lien against such owner's R. V. Lot(s) for the entire amount due, which lien shall be effective as of the due date.

Section 2. Purpose of Assessments. The assessments and utility service fees levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the R. V. Lots and in particular, payment for water and electrical use and for the improvement, maintenance and operation of the Common Properties, including but not limited to, the payment of taxes and insurance on the Common Properties and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for the treatment, purification and distribution of water to the R. V. Lots and areas in the Property. Nothing herein shall limit the charging of special fees for the use of Common Properties for limited purposes, over and above the assessments or utility service fees charged hereunder. No assessments or utility service fees hereunder shall be used for capital improvements of expenditures (except replacement of improvements built by the Developer and transferred to the Association as provided in Section 2 hereof) unless approved by a vote of two.-third (2/3) of the membership pursuant to Article V, Section 5. Nothing hereunder shall permit the Developer to assess the Members for capital improvements to be constructed by it upon the Common Properties pursuant to the General Plan of Development.

Section 3. Determination of Annual Assessment. The Board of Directors

of the Association, after consideration of current costs and future needs, shall establish an annual budget and shall calculate annual assessments including a monthly utility service fee against each R. V. Lot and area in the Property in proportion to each other's interest in the Common Properties of the Association. This method of assessment shall also apply to any additional land brought within this Deed of Dedication by Supplemental Deed of Dedication, if applicable. The total assessment shall equal the proposed budget. The levy and assessment shall be in accordance with Article V, Section 4.

Section 4. Fiscal Year and Due Dates for Assessments. The fiscal year of the Association shall run from January 1 to December 31 . The annual assessments against each Owner and his R. V. Lot and area provided for in Section 3 including the utility service fee shall be due and payable in accordance with the terms of Owner's Contract.

The assessment and utility service fee shall be paid on or before the due date established in the Contract signed by Owner and shall be delinquent if not paid within thirty (30) days from the due date.

Section 5. Special Assessments for Capital Improvements. In addition to the assessments and utility service fee, authorized by Section 3 hereof, the Board of Directors may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any new construction or additional capital improvement(s) upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

The due date of any special assessment under this Section shall be fixed in the resolution authorizing such assessment.

Section 6. Quorum for any Action Authorized under Section 5. The quorum required for any action authorized by Section 5 shall be as follows:

At the first meeting called, as provided in Section 6 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall at least thirty (30) days in advance of the beginning of a new fiscal year prepare a roster of the Properties and the annual assessments and utility service fees applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner, and shall at that time fix the amount of the annual assessment in accordance with this Deed of Dedication against each R. V. Lot for the next fiscal year.

Written notice of the total annual assessment and utility service fees and the amount of each monthly assessment and monthly utility fees shall thereupon be sent to every Owner. This notice must be sufficient to inform each Owner of his monthly assessment and monthly service fees and no further notices are necessary for that fiscal year.

The Association shall upon demand at any time furnish to any Owner, any mortgagee, or prospective owner or mortgagee liable for said assessment and utility service fee a certificate in writing signed by an officer of the Association, setting forth whether said assessment and/or utility service fee has been paid. Such certificate shall be conclusive evidence of payment of any assessment and/or utility service fee therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; The Personal Oblication of the Owner; The Lien; Remedies of Association. If an assessment or utility service fee is not paid on the date when due (being the date specified in Section 4 hereof) then such assessment and utility service fee shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, hereupon become a continuing lien on the property of such delinquent owner which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns, and shall also become a personal obligation of the owner and of the delinquency date. The personal obligation of the then Owner to pay such assessment including a utility service fee shall remain his personal obligation until such assessment and utility service fee is paid.

If the assessment and utility service fee is not paid within thirty (30) days after the delinquency date, the assessment and utility service fee shall bear interest from the date of the delinquency at a legal rate (established by the Association) not to exceed then percent (10%) per annum and the Association may bring an action against the owner(s) personally obligated to pay the same and/or to foreclose the lien against the R. V. lot (s), and there shall be added to the amount of such assessment and utility service fee the costs of preparing and filing the Petition or Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment and utility service fee as provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to a First Mortgage; Other Mortgages Forbidden. The lien of the assessments and utility service fee provided hereTh shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Properties by the Developer to pay development costs of the Property (which must be released when an owner pays for his lot). Owners shall not be permitted to place any mortgage or other encumbrance upon the Properties or any portion thereof other than a first mortgage except: Any mortgage and other security interest given to Developer by any purchaser of any R. V. Lot(s). If an Owner violates this Section 9, the lien for assessment(s) and utility service fees shall be superior to any other such lien, mortgage or other encumbrance. Sale or transfer of any lot pursuant to a decree of foreclosure or any other proceeding or deed in lieu of foreclosure, shall receive such lot(s) from liability for any assessments and utility service fees assessed after such acquisition of title, nor from

the lien of such subsequent assessment or utility service fee.

Section 10. Exempt Property. The following property, subject to this Deed of Dedication, shall be exempted from the assessments, and utility service fees charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties as defined in Article I, Section 1; and

(c) All utility easements.

(d) All lots not located in the R. V. Park shall be exempt from the utility service fee.

Section 11. Water Connection Fees. The Developer hereby undertakes and agrees to build or cause to be build a water distribution system to serve the R. V. lots and to pay and install main water distribution lines throughout the Property and pay all costs of construction thereof and complete the same by December 3, 1986. The main water distribution lines shall be laid within the roadway and other easements as shown on the Plat of Flint Ridge R. V. Park. After such water lines have been laid and water is available to a given R. V. lot(s) for the Owner to connect thereto, the Association will charge Owner a monthly utility service fee to be paid to the Association so long as Owner is the record title holder to his Lot.

The Association shall establish reasonable rules and regulation(s) for water usage, reasonable utility service fee and the establishment of proceedings in the event of non-payment by any Owner(s) for water used, which shall include without limitation cutting off the supply of water to such defaulting owner(s).

After the water treatment and distribution system and the main water line distribution system has been conveyed and transferred to the Association, all future repairs, replacement, maintenance and operation thereof shall be the responsibility of the Association and any costs thereof shall be paid by the Association and included in the maintenance assessments as provided in Article V, Section 3.

Section 12. Interim Monthly Assessments Contract(s) Between Owner(s) and Developer. It being recognized by the Developer until a sufficent number of lots have been sold in order that the Association would have sufficient revenues to pay all costs of repair, maintenance, replacement, operation and management of the Common Properties to be owned by the Association, the Developer may contract with any prospective Owners for such Owner(s) to pay an agreed upon maximum amount for their share of the monthly assessment and utility service fee owing to the Association. In such event, the Developer shall underwrite and pay any such excess cost to the Association over and above the contracted amount.

ARTICLE VII
SERVICE CONTRACTS

Section 1. Service Contracts. In addition to maintenance upor the Properties, the Association is authorized to enter intc contracts to p management and/or maintenance services to either the Owners or the Associ or both, in accordance with terms agreed upon by the Board of Directors Association.

ARTICLE VIII
General Provisions

Section 1. Duration. The covenants and restrictions hereof shall run with and bind the Property, and shall inure to the benefit of enforceable by the Association and, where applicable, by the Owner of an subject to this Deed of Dedication, hi~ respective legal representatives, successors and assigns, until January 1, 1994, after which time said cov anc restrictions shall be automatically extended for successive perioth (10) years' unless an instrument signed by the then Owners of three-fourths of the R. V. lots has been recorded, agreeing to change of said covenant restrictions in whole or in part; provided, however, that no such agreem change shall be effective unless made and recorded one year in advance effective date of such change, and unless written notice of the pr agreement is sent to every Owner at least ninety (90) days in advance o action taken.

DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE R. V. PARK NO. 2, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA

WHEREAS, Flint Ridge R. V. Development Company, an Oklahoma general partnership, is the owner (hereinafter "Owner") of the following described real estate situated in Delaware County, Oklahoma, to-wit:

> This is a description of a tract of land lying in Section 25 and Section 26, Township 20 North, Range 24 East of the Indian Base and Meridian, situated in the County of Delaware, State of Oklahoma, more particularly described as follows:
>
> Beginning at the East Quarter Corner of said Section 26, thence S 88°05'42" W along the South Line of the Northeast Quarter for a distance of 1956.12 feet, thence N 21°44'16" E for a distance of 433.75 feet, thence N 27°41'21" E for a distance of 224.14, feet, thence along a curve to the right having a radius of 500.00 feet for a distance of 258.70 feet, thence N 57°20'01" E for a distance of 421.05 feet, thence along a curve to the right having a radius of 1200.00 feet for a distance of 87.00 feet, thence N 61° 29'16" E for a distance of 685.66 feet to a point on the North Line of the South Half of the Northeast Quarter, thence along said North Line S 89°42'26" E for a distance of 486.16 feet to a point on the East line of Section 26, thence along said East Line S 00°01'34" W for a distance of 660.63 feet, thence S 89°43'14" E for a distance of 40.00 feet to the centerline of Flint Creek, thence S 09°09'02" E along said centerline for a distance of 365.54 feet, thence S 26°17'29" E along said centerline for a distance of 111.80 feet, thence S 00°16'25" W along said centerline for a distance of 200.00 feet, thence N 89°43'58" W for a distance of 147.00 feet to the East Quarter Corner of said Section 26 and the Point of Beginning. Said Parcel contains 46.40 acres.

WHEREAS, Owner hereby certifies that it has caused the above described real estate to be surveyed, platted and subdivided into areas, lots and streets as shown on the plat prepared by JACK L. HOLT, which is hereby adopted as the official plat of the above described real estate and the subdivision shall be hereafter known and named "FLINT RIDGE R. V. PARK NO. 2", subdivided into the following areas and lots, to-wit:

FLINT RIDGE R. V. PARK NO. 2: Lots 1 through 373, inclusive and Tract "A", "B", "C" and "D".

WHEREAS, Flint Ridge Development Company, an Oklahoma general partnership, i the owner and developer (hereafter "Developer") of the following described real estate located within the Flint Ridge Subdivision, located in both Adai

and Delaware Counties, to-wit:

BEAR LAKE AREA:	Block 1, Lots 1 through 135 inclu sive
	and areas designated A, B and C a BEAR LAKE
FOX CREEK AREA:	Block 2, Lots 1 through 150 inclu
HIDDEN VALLEY AREA:	Block 3, Lots 1 through 133 inclusive
	nd areas designated A, B, C and D
DEER CREEK AREA:	Block 4, Lots 1 through 136 inclusive
	and area designated A
HIGHLAND AREA:	Block 6, Lots 1 through 88, inclusive
	and areas designated A and CLEAR CREEK RESERVOIR
BIRD CREEK AREA:	Block 7, Lots 1 through 78, 88 through 97, inclusive and Water Plant site CLEAR CREEK PARK
BIRD CREEK AREA:	A portion of Block 7, Lots 80 through 87 and 97 through 126, inclusive
CLEAR CREEK AREA:	Block 8, Lots 1 through 128 inclusive
PINE RIDGE AREA:	Block 9, Lots 1 through 125 inclusive, and areas designated A and SYCAMORE PARK
STONE RIDGE AREA:	Block 10 Amended, Lots 1 through 121 inclusive
FOX RIDGE AREA:	Block 11 Amended, Lots 1 through 86 inclusive
BIRD VALLEY AREA:	Block 12 Amended, Lots 1 through 69 inclusive
WILDHORSE CREEK AREA:	Block 13, Lots 1 through 193

inclusive

BIRCHBARK AREA:	Block 14, Lots 1 through 183 inclusive
INDIAN RIDGE AREA:	Block 15, Lots 1 through 117 inclusive
WALNUT HILL AREA:	Block 16, Lots 1 through 235 inclusive
SAWMILL HOLLOW AREA:	Block 18, Lots 1 through 69 inclusive
WILLOW CREEK AREA:	Block 19, Lots 1 through 191 inclusive

WHEREAS, Owner is the owner of the following described property in addition to FLINT RIDGE R. V. PARK NO. 2:

FLINT RIDGE R. V. PARK:	Lots 1 through 109, inclusive and Tract "A".

WHEREAS, Developer and Owner desire to bring the property referred to above as "FLINT RIDGE R. V. PARK NO. 2", within the purview of the General Plan of Development for the Flint Ridge Subdivision; and

WHEREAS, Owner desires that its property be subject to and become a part of Developer's General Plan of Development for the Flint Ridge Subdivision; and

WHEREAS, Owner hereby submits said real estate to all of the following protective covenants pursuant to a plan of development for the use and benefit of all present and future owners thereof as provided therein and as hereafter amended.

NOW, THEREFORE, Developer and Owner hereby publish and declare that FLINT RIDGE R. V. PARK NO. 2, a Subdivision in Delaware County, Oklahoma, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, each and all of which are declared and agreed to be in furtherance of a plan for the improvement and development of the Property, and where applicable shall be deemed "covenants running with the land" until January 1, 1994, and shall be a burden and a benefit of the Owner, and its successors and assigns, and any person, firm, partnership, corporation. or association whomsoever acquiring or owning an interest in the Property (or any part thereof) and any improvements thereon, together with their respective grantees, successors, heirs, executors, administrators, devisees and assigns. Each of said "covenants running with the land" shall be automatically extended for two (2) successive ten (10) year periods; provided however, that any condition(s), restriction(s), covenant(s), use(s), limitation(s) or obligation(s) or any one or more of them, may at any time, be waived, modified or changed by either: (1) a written agreement signed and acknowledged by at least seventy-five percent (75%) of all of the owners of the property and such agreement being filed of record in the Office of the County Clerk of Delaware County, Oklahoma; or

(2) by a written agreement signed and acknowledged by all members of the Architectural Control Committee (the "ACC") and by a majority in number of the Board of Directors of the Flint Ridge Property Owners Association (the "Association") with a certified copy of a resolution attached showing that said directors are authorized to execute such agreement and that such resolution was passed at a meeting of the membership of the Association by a seventy-five percent (75%) majority of the members and, filing such agreement of record in the Office of the County Clerk of Delaware County, Oklahoma; or (3) as provided in the protective covenants.

PROTECTIVE COVENANTS

1. Lots 1 through 373, FLINT RIDGE R. V. PARK NO. 2, a Subdivision in Delaware County, State of Oklahoma (the "R. V. Lots") shall be used for Recreational Vehicle purposes only. No mobile homes or manufactured homes shall be placed on any R. V. Lot. The term "Recreational Vehicle" shall include: Manufactured motor homes, pick-up campers and trailers up to a maximum of forty (40) feet in length.

2. There shall be no homemade, converted buses, unsightly homemade or altered camping rigs or similar types of vehicles permitted on any R. V. Lot. No tents or tent camping shall be allowed on any R. V. Lot. There shall be no more than one (1) recreational vehicle permitted on any lot at anytime. The ACC shall interpret this paragraph.

3. No building or structure shall be erected, altered, placed or permitted to remain on any R. V. Lot except as authorized by the ACC.

4. All plans for construction on any R. V. Lot (other than those structures built by Developer) must be approved by the ACC prior to the commencement of any construction. The ACC shall be composed of three (3) members of the Association to be selected and chosen by the Association. The ACC shall have a period of thirty (30) days after the plans are submitted by the Owner to approve, reject or modify the same. If the ACC fails to act upon said plans within the thirty (30) day period, the plans shall be deemed approved without further act of the ACC. If the ACC rejects or requires any amendment of said plans, the owner or other person(s) submitting the plans shall be obligated to satisfy the ACC's objections before any construction is begun. The ACC may withhold its approval of any plans if in the ACC's sole opinion the proposed improvements are not esthetically compatible with the surrounding terrain. After approval has been obtained, no substantial change in the plans shall be made without obtaining the approval of the ACC. Any physical alteration to the Property must be reviewed and approved by the ACC.

5. No structure, including Recreational Vehicles, shall be located on any lot nearer than the front building setback lines as shown on the Plat of Flint Ridge R. V. Park, and not nearer than ten (10) feet to any side lot lines. No structure shall be built nearer than ten (10) feet to the rear property line. The ACC is hereby granted the authority and the right to vary or waive this paragraph by giving its written approval thereto, which must be signed by at least two (2) members thereof, acknowledged and filed of record in the County Clerk's Office of Delaware County, Oklahoma.

6. No Recreational Vehicle shall be permanently affixed to any R. V. Lot.

7. Any construction on any R. V. Lot which has been approved by the ACC must be completed within one hundred eighty (180) days thereafter, except the ACC shall have the right to extend such construction period. The beginning of construction shall be the date any building materials are delivered upon the R. V. lot.

8. No commercial or industrial enterprise, business or activity shall be conducted on any R. V. Lot or in any Recreational Vehicle located on any R. V. Lot.

9. No shack, tent or previously constructed building shall be moved upon or permitted to remain upon any R. V. Lot.

10. No outdoor lavatory or toilet facilities shall be built or permitted on any R. V. Lot.

11. No excavations for the mining of stone, gravel, earth, minerals, petroleum or petroleum products shall be made or conducted upon any R. V. Lot.

12. Each lot and area shall be kept and maintained by the owner(s) thereof free of any accumulation of trash, garbage and debris of any kind whatsoever. Removal of the foregoing shall be the responsibility of each lot owner(s) and no lot owner(s), his agents or employees shall burn or dispose of trash, debris and garbage except in areas designated by the ACC.

13. No R. V. Lot shall be used for storage or warehousing purposes except for building materials which are to be used in the construction of any improvements to be built upon such lot which proposed improvements have been approved by the ACC.

14. No wild animals, livestock or poultry of any kind shall be raised, kept or bred except that dogs, cats or other domestic pets may be kept; provided they are not permitted to run free and are not kept, bred or maintained for commercial purposes. All dogs must, at all times, be kept on leashes. No dogs shall be allowed to be kept out overnight.

15. No lot may be subdivided without the ACC's prior written approval. Approval may be withheld for any reason whatsoever.

16. No sign of any kind shall be displayed to public view on any R. V. Lot unless first approved by the ACC.

17. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be or become an annoyance or nuisance to the neighborhood.

18. Irrespective of anything contained herein to the contrary notwithstanding, Owner shall be permitted until all of the R. V. Lots have been sold to store building materials upon any one or more of the R. V. Lots together with appropriate signs and other necessary advertising materials as Owner deems necessary; provided however, that after the sale of all of the

R. V. Lots for the first time, Owner shall remove all such building materials, signs and other advertising materials erected or placed upon any such R. V. Lot.

19. No fence, wall or hedge shall be permitted upon any R. V. Lot beyond the front building setback lines, and the utility easements as shown on the Plat. No trees or other shrubbery planting shall be permitted on any corner lot which obstructs the view of vehicular traffic approaching the intersection from a distance of 75 feet from the intersection. No barbed wire, hog wire, chain link or similar type of fencing will be permitted to fence in the boundaries of any R. V. Lot. The ACC shall establish the type of fencing that may be permitted to be built upon any R. V. Lot, and no other type of fencing will be permitted. The type of building materials to be used in the construction of any permanent structures shall be of natural stone, rock or of some other material approved by the ACC.

20. Initially, the ACC shall consist of James E. Robertson, Stephen W. Mills and Mark R. Reents. The ACC's initial post office address shall be p. O. Box 5, Kansas, Oklahoma 74347. The ACC may designate one of its members to act on behalf of the ACC and sign necessary documents. In the event of the death or the resignation of any member of the ACC, the directors of the Association shall have full authority to designate a successor. No member of the ACC, or its designated representative, shall be entitled to compensation for services performed pursuant to the provisions hereof. At any time the Association shall have the power to change the membership of the
ACC.

21. No boat powered by a motor in excess of 5 h.p. or a motor in excess of 5 h.p. shall be permitted or allowed on Bear Lake or Clear Lake Reservoir. No bathing or water skiing shall be permitted in Clear Lake Reservoir. As Clear Creek Reservoir shall be used as a storage reservoir for water to be used for human consumption, no use thereof shall be permitted which is detrimental to such use. The Association shall be entitled to enforce the provisions hereof which shall include without limitation impositions of fines for violation(s), obtaining injunctions and restraining orders and enclosing such reservoir with a fence if necessary to preserve and protect such use.

22. No building(s) or other permanent type of improvements may be erected upon or placed within the electric transmission line easements as shown on the Plat of the Property. The utility easements and roadways as shown on the Plat of Flint Ridge R. V. Park are hereby dedicated for use in the installation, repairing, maintaining, replacing and operating utility services including but not limited to water, electricity, telephone, telegraph, sewer (sanitary and storm) and gas to serve all lots and areas in Flint Ridge R. V. Park.

23. No tree or shrubs shall be cut down or removed from any lot in Flint Ridge R. V. Park, except upon receipt of ACC approval. Any person violating this condition shall be subject to a fine to be established and paid to the Association.

24. No motor driven vehicle or apparatus shall be permitted on the bridle trails shown on the Plat of Flint Ridge No. 1-Amended as the same shall be reserved exclusively for horseback riding, bicycling and foot

walking.

25. No obnoxious activities, nuisance or use shall be made of any of the common properties owned by the Association, by any owner, his guests or invitees, which are not in conformity with the intended use thereof and the rules and regulations promulgated by the Association.

26. In addition to the easements as shown on the Plat of the Property, Owner does hereby dedicate for the use by any public utility company providing or furnishing electricity or telephone service, or both, as the case may be, a perpetual right and easement(s) to locate upon any R. V. Lot or area within the Property, anchors and guy wires for telephone or electric transmission poles which may be built within the roadways and other easements and common areas as shown on this Plat, together with the right of ingress and egress thereto for the purpose of constructing, repairing, maintaining and replacing the same.

27. No individual water wells or individual water systems shall be permitted to be drilled or maintained upon any R. V. Lot.

28. No individual septic tank or individual sewage system shall be installed upon any R. V. Lot. The only means of sewage disposal shall be by the Central Sewage System serving each R. V. Lot.

29. Quiet hours will be recognized from 11:00 p.m. to 7:00 a.m. During such time there shall be no loud playing of any t.v.'s, radios or stereos nor shall there be any conduct during such hours which is disruptive to other R. V. Lot owners.

30. Each R. V. Lot owner shall be assessed a monthly utility service fee in addition to the owner's monthly property owner's dues. The Association shall have the right to adjust such utility service fees and property owner's dues from time to time in order to meet any increase in expense.

COMMON PROPERTIES AND USE THEREOF

WHEREAS, Owner and Developer desire to create a residential community for the owners of the Property and other property owned by Owner and Developer which adjoins the Property and build certain recreational amenities, roadways, parks, water facilities and create other common areas for camping, picnicking, canoeing and related facilities for the benefit of said community; and

WHEREAS, Owner and Developer desire to provide for the preservation of the values and amenities in said community and for the maintenance of said recreational amenities, roadways, parks, water facilities and other common areas and facilities; and, to this end, desires to subject the Property, together with such additions thereto as may hereafter be made (as provided in Article II, Section 2) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said properties and each owner thereof; and

WHEREAS, Owner and Developer deem it desirable and necessary, for the efficient preservation of the values and amenities in this community, to

create an agency to which should be delegated and assigned the powers and duties of maintaining and administering the Common Properties and facilities (hereafter described) and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Owner and Developer have incorporated under the laws of the State of Oklahoma, a non-profit stock corporation known as the FLINT RIDGE PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Owner and Developer hereby declare that the Property and such additions thereto as may hereafter be made pursuant to Article II, Section 2, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens ("covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words, when used herein (unless the context shall be prohibited) shall have the following meanings:

(a) "Association" shall mean and refer to Flint Ridge Property Owners Association, Inc.

(b) "The Properties" shall mean and refer to the R. V. Lots and areas within the Property and any additions thereto, as are subject to this Deed of Dedication and any Supplemental Deed(s) of Dedication pursuant to the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to the following areas of land and easements shown on the plat of Flint Ridge No. 1 -Amended, Flint Ridge No. 2, Flint Ridge No. 3, Flint Ridge No. 4, Flint Ridge R. V. Park and Flint Ridge R. V. Park No. 2 and any amendments thereto:

(i) All roadways as shown on the respective plats of and all existing roadways located in Delaware and Adair Counties, Oklahoma, connecting to roadways within any platted property; provided however, the Owner or Developer, as the case may be, reserves the right to change or relocate. the roadways not platted of record in either Delaware or Adair County, Oklahoma;

(ii) Bear Lake (26.9) located in Bear Lake area and that part of Bear Lake located in Adair County, Oklahoma;

(iii) All bridle trails and utility(ies) easements located on the Property and extensions thereof in Adair and Delaware Counties, Oklahoma; provided however, the Developer reserves the right to change, relocate or extinguish those which are located in either Delaware or Adair County, Oklahoma which are not platted of record;

(iv) Clear Creek Reservoir (18.7 acres) located in Highland Area;

(v) Water plant site (7.7 acres) and Clear Creek Park (13.3 acres) located in Bird Creek Area;

(vi) A complete private water treatment plant and water distribution system within the Property and any extensions thereof into either Delaware or Adair County, Oklahoma and other adjoining property owned by the Developer;

(vii) Sycamore Park (101.1 acres) located in Pine Ridge Area;

(viii) Two security stations: One located at the entrance of the Property to Oklahoma State Highway 33, and another at the entrance of the Property to Oklahoma State Highway 10;

(ix) Pine Ridge Lodge located in Block 9, Pine Ridge Area;

(x) Equestrian Center located in Adair County; (xi) Pioneer Center located in Adair County;

(xii) Deer Lake Recreation Center located in Adair County (presently the Sales Office);

(xiii) Recreation and Social Center (located in R. V. Park);

(xiv) Teen Center (located in R. V. Park);

(xv) Beach and Swimming Area (located in R. V. Park);

(xvi) Sports Court (located in R. V. Park);

(xvii) Picnic Area (located in R. V. Park);

(xviii) Children's Play Area (located in R. V. Park);

(xix) Electric Security Gate (located in R. V. Park);

(xx) Comfort Station (located in R. V. Park);

(xxi) Picnic Pavilion (located in R. V. Park No. 2);

(xxii) Electric Security Gate (located in R. V. Park No. 2);

(xxiii) Children's Play Area (located in R. V. Park No. 2); and

(xxiv) Comfort Station (located in R. V. Park No. 2).

together with all structures and facilities constructed thereon and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Property Owner" shall mean and refer to the record owner(s) (whether one or more persons or entities) of the title to any R. V. Lot in the Properties but shall not mean or refer to any person or entity who holds a mortgage, financing statement, lien or other security interest merely as a security for the performance of an obligation (by law or by contract) unless and until such person has acquired the entire title and ownership of such R. V. Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, hereof.

(f) "Private Roadways" shall mean and refer to all means of access to, from and over the Property which are not dedicated for use to the general public. The fact that a private roadway or a private road within the Property shall be known by a name and designated as a street, road, avenue, place, drive, circle or other similarly used words (imputing the name of a street or road) shall not cause such private roads or roadways to be public roads or streets.

(g) "Bridle or Equestrian Trails" shall mean and refer to those areas designated on any Subdivision plat which are to be used primarily for horseback riding and pedestrian foot traffic.

(h) "Utility Easements" shall mean and refer to those areas of land designated on any recorded subdivision plat(s) and of the Property intended to be used for the installation, maintenance, repair and replacement for all services providing water, sewer, electricity, gas and telephone services to the Property and the lots therein as provided for in the plat of the Property or any additions thereto.

(i) "Lots" shall be the land located within the property line boundaries as may have been numbered or lettered on the recorded plat of the Property and as the same may be amended from time to time but shall not include any of the Common Properties as defined in Article 1(c).

() "R. V. Lot(s)" shall mean and refer to those 373 lots as so designated on Page 1 of this Deed of Dedication and Protective Covenants.

ARTICLE II
Property Subject to this Deed of Dedication and Additions Thereto

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Deed of Dedication is as shown on the recorded plat for Flint Ridge R. V. Park No. 2 (the "R.V. Lots"), all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Deed of Dedication in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Owner, its successors and assigns, shall have the right to bring within the purview of the Association and the Common Properties thereon additional members and properties owned by the Owner in one or more phases of the

development (a portion of which is located in Adair County, Oklahoma) in accordance with a General Plan of Development.

The General Plan of Development for the proposed additions to the Existing Property shall contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; (4) a statement that the owners of residential lots within the proposed additions, if made, will become subject to assessment for their just share of Association expenses; and (5) a schedule for termination of the Owner's right' under the provisions of this subsection to bring subsequent land development(s) within the provisions hereof.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Plat and Deed of Dedication and Protective Covenants with respect to the additional property which shall either incorporate' the provisions of this Deed of Dedication as a part thereof, or prepare and file a separate Deed of Dedication with Protective Covenants, whichever the Owner may elect.

Such Supplementary or Additional Deed(s) of Dedication, as the case may be, may contain such complementary addition's and modifications of the Protective Covenants and Restrictions contained in this deed of Dedication as may be necessary to reflect the different character, if any, of the added properties as are not applicable or which may be inconsistent with the provisions hereof. In no event, however, shall such Supplementary or Additional Deed(s) of Dedication revoke, modify or add to the covenants established by this Deed of Dedication or revoke, modify or add to the covenants established by this Deed of Dedication within the Existing Property.

In the event of such additions, the Property Owners shall not be liable for capital expenditures for structures built or equipment furnished by the Owner on such additional Property(ies).

(b) Other Additions. Upon approval in writing of the Association, the Owner, or its successors and assigns, who desire to add other property (not included in the General Plan of Development) to the provisions of this Deed of Dedication and to subject it to the jurisdiction of the Association, may file or record a plat together with a Deed of Dedication and Protective Covenants which shall extend the provisions of the Protective Covenants of this Deed of Dedication to such property. Such Plat, Deed of Dedication and Protective Covenants may contain such complementary additions and modifications of the covenants and restrictions contained in this Deed of Dedication as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Deed of Dedication. In no event, however, shall such Plat and Deed of Dedication revoke, modify or add to the covenants established by this Deed of Dedication within the Existing Property.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every Property Owner shall be a member of the Association. Membership in the Association shall be appurtenant to the deed and title to each R. V. Lot and one may not be separated or transferred without the other. Each R. V. Lot Owner(s) shall become a member of the Association by the acceptance of a deed to such lot (whether or not such deed expressly so provides).

Section 2. Voting Rights. The members of the Association shall not be entitled to vote until the first annual meeting which shah be held within thirty (30) days after the initial sale of ninety percent (90%) of the residential lots within Flint Ridge No. 1—Amended, Flint Ridge No. 2, Flint Ridge No. 3, Flint Ridge No. 4, Flint Ridge R. V. Park and Flint Ridge R. V. Park No. 2 and any additions thereto made by the Owner and/or Developer, as the case may be, pursuant to Article II hereof, or within thirty (30) days after January 1, 1983,or at the option of the Owner and Developer, whichever shall first occur on the call of the President of the Association.

Voting members shall thereafter be all those Owners as defined in Section 1. Except as hereinafter provided in this Section, a member shall be entitled to one vote at all Association meetings for each R. V. Lot to which he holds record title. When more than one person holds record title to any R. V. Lot, all such persons shall be members, and the vote appertaining to an R. V. Lot shall be exercised as said record owners themselves determine, but in no event shall more than one vote be cast with respect to each R. V. Lot. If more than one person owns an R.V. Lot and they cannot agree amongst themselves as to voting, then such vote(s) shall not be counted.

ARTICLE IV
Property Rights in the Common Properties

Section 1. Members Easements of Enjoyment. Subject to the provisions of Article IV, Section 3, every Member and his guests shall have a non-exclusive but irrevocable right and easement of enjoyment and use in and to the Common Properties for as long as he is an owner of an R. V. Lot and such, easement shall be appurtenant to and shall pass with the title to every R. V. Lot. Such rights and easements, without limitation, shall include the' right, to the non-exclusive use. thereof by Members (in common with other Members and their guests and invitees), subject, however, to the reasonable use restrictions as may be imposed by the Association for the use of the Common Properties, and the obligation to pay the common assessments as provided in Article IV.

Section 2. Title to Common Properties. The Owner and Developer may retain the legal title to the Common Properties until such time as the improvements have been completed thereon and until such time as, in the opinion of both the Owner and Developer, the Association is able to maintain the same but, notwithstanding any provisions herein, the Owner hereby covenants, for itself, its heirs and successors and assigns, that it shall complete the improvements upon the Common Properties located in Flint Ridge R. V. No. 2 and convey such Common Property to the Association not later than January 1, 1987. Until the transfer of title to the Common Properties (located in Flint Ridge R. V. No. 2) to the Association, Owner shall perform all of the obligations, covenants and agreements, and abide by the

restrictions contained herein with respect to such Common Properties, except for such construction and marketing activities as are consistent with development thereof.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment and use created hereby shall be subject to the following:

(a) The right of the Owner to borrow money for the purpose of improving the Common Properties (located in Flint Ridge R. V. No. 2) and in aid thereof to mortgage the same. Any mortgage or other indebtedness or lien which is placed on the Common Properties located in Flint Ridge R. V. No. 2 by the Owner shall be removed or satisfied by the Owner before it conveys and transfers the said Common Properties to the Association; and

(b) The right of the association to take such steps as are reasonably necessary to protect the said' Common Properties from foreclosure; and

(C) The right of the Owner and the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment or utility service fee remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the said Common Properties in Flint Ridge R. V. No. 2, pursuant to Article V, Section 2; and

(e) the right of the Owner or the Association to dedicate or transfer (excluding easements, which may be granted without the notice to Members as hereinafter provided) all or any part, of the Common Properties in Flint Ridge R. V. No. 2 as to any public agency, authority or utility for such municipal, governmental and/or non-commercial purposes and subject to such conditions as may be agreed to by the Developer or by the Members, provided that no such dedication or transfer by the Association (other than those dedications contained in the Deed of Dedication to Flint Ridge No. 1-Amended, Flint Ridge No. 2, Flint Ridge No. 3, Flint Ridge No. 4, Flint Ridge R. V. Park and Flint Ridge R. V. Park No. 2) shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at lease ninety (90) days in advance of any action taken and unless an instrument signed by the President and the Secretary of the Association with a certified copy of a resolution attached showing that such resolution was adopted by a two-thirds (2/3) majority of the Members entitled to vote and is duly recorded in the Office of the County Clerk of Delaware County, Oklahoma, agreeing to such dedication or transfer; and

(f) Such other easements, agreements and outstanding mineral interests as may exist on the Existing Properties at the time of execution of this Deed of Dedication.

ARTICLE V
Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner as the present owner of the Properties hereby covenants, and each subsequent Property Owner of any R. V. Lot by acceptance of a deed or

contract therefor (whether or not it shall be so expressed in any such deed, contract or other conveyance) is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges as provided herein; (2) a monthly utility service fee which may be adjusted from time to time by the Association and (3) special assessments for capital improvements, such as assessments to be fixed, established and collected from tin to time as hereinafter provided. The monthly assessments, month] utility service fee and special assessments (hereafter collectively "assessments"), together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a continuing lien thereon against which each such assessment or utility service fee is made until paid. Each such assessment and utility service fee, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who, was the Property Owner of such R. V. Lot at the time when the assessment or utility service fee fell due, and the Association shall have a lien against such Property Owner's R. V. Lot(s) for the entire amount due, which lien shall be effective as of the due date.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the resident in not only Flint Ridge R. V. Park and Flint Ridge R. V. No. 2 but in the entire Flint Ridge subdivision (No. 1 – Amended, No. 2, No. 3 an No. 4 and any addition thereto) and in particular, payment for the improvement, maintenance and operation of all the Common Properties including but not limited to, the payment of taxes and insurance on all the Common Properties and repair, replacement and addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for the treatment, purification an distribution of water to the Common Properties in Flint Ridge No. 1 Amended, No. 2, No. 3 and No. 4. The Utility services fee shall be used exclusively for the purpose of paying the cost of utility service to be provided to the R. V. Lots including, but not limited to, water and electricity. Nothing herein shall limit the charging of special fees for the use of Common Properties for limited purposes, over and above the assessments or utility service fee charged hereunder. No assessments or utility service fees hereunder shall be used for capital improvements of expenditures (except replacement of improvements built by the Developer and transferred to the Association as provided in Section 2 hereof) unless approved by vote of two-third (2/3) of the membership pursuant to Article V Section 5. Nothing hereunder shall permit the Owner to assess the Members for capital improvements to be constructed by it upon the Common Properties pursuant to the General Plan of Development.

Section 3. Determination of Annual Assessment. The Board of Directors of the Association, after consideration of current cost and future needs, shall establish an annual budget and shall calculate annual assessments including a monthly utility service fee against each R. V. Lot and area in the Property in proportion to each other's interest in the Common Properties of the Association. This method of assessment shall also apply to any additional land brought within this Deed of Dedication by Supplemental Deed of Dedication, if applicable. The total assessment shall equal the proposed budget The levy and assessment shall be in accordance with Article V Section 4.

Section 4. Fiscal Year and Due Dates for Assessments. Thefiscal year of the Association shall run from January 1 to December 31. The annual

assessments against each Property Owner and his R. V. Lot and area provided for in Section 3 including the utility service fee shall be due and payable in accordance with the terms of Owner's Contract.

The assessment and utility service fee shall be paid on or before the due date established in the Contract signed by the Property Owner and shall be delinquent if not paid within thirty (30) days from the due date.

Section 5. Special Assessments for Capital Improvements. In addition to the assessments and utility service fee, authorized by Section 3 hereof, the Board of Directors may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any new construction or additional capital improvement(s) upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the membership who are voting in person ,or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting

The due date of any special assessment under this Section shall be fixed in the resolution authorizing such assessment.

Section 6. Quorum for any Action Authorized under Section 5. The quorum required for any action authorized by Section 5 shall be as follows:

At the first meeting called, as provided in Section 6 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall at least thirty (30) days in advance of the beginning of a new fiscal year prepare a roster of the Properties and the annual assessments and utility service fees applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Property Owner, and shall at that time fix the amount of the annual assessment in accordance with this Deed of Dedication against each R. V. Lot for the next fiscal year.

Written notice of the total annual assessment and utility service fees and the amount of each monthly assessment and monthly utility fees shall thereupon be sent to every Owner. This notice must be sufficient to inform each Property Owner of his monthly assessment and monthly service fees and no further notices are necessary for that fiscal year.

The Association shall upon demand at any time furnish to any Property Owner, any mortgagee, or prospective owner or mortgagee liable for said assessment and utility service fee a certificate in writing signed by an officer of the Association, setting forth whether said assessment and/or utility service fee has been paid. Such certificate shall be conclusive

evidence of payment of any assessment and/or utility service fee therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If an assessment or utility service fee is not paid on the date when due (being the date specified in Section 4 hereof) then such assessment and utility service fee shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, hereupon become a continuing lien on the property of such delinquent owner which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns, and shall also become a, personal obligation of the owner and of the delinquency date. The personal obligation of the then Property Owner to pay such assessment including a utility service fee shall remain his personal obligation until such assessment and utility service fee is paid.

If the assessment and utility service fee is not paid within thirty (30) days after the delinquency date, the assessment and utility service fee shall bear interest from the date of the delinquency at a legal rate (established by the Association) not to exceed ten percent (10%) per annum and the Association may bring an action against the owner(s) personally obligated to pay the same and/or to foreclose the lien against the R. V. lot (s), and there shall be added to the amount of such assessment and utility service fee the costs of preparing and filing the Petition or Complaint in such action, and in the event a judgment is -obtained, such judgment shall include interest on the assessment and utility service fee as provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to a First Mortgage; Other Mortgages Forbidden. The lien of the assessments and utility service fee provided herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Properties by the Owner to pay development costs of the Property (which must be released when an owner pays for his lot). Property Owners shall not be permitted to place any mortgage or other encumbrance upon the Properties or any portion thereof other than a first mortgage except: Any mortgage and other security interest given to Owner by any purchaser of any R. V. Lot(s). If a Property Owner violates this Section 9, the lien for assessment(s) and utility service fees shall be superior to any other such lien, mortgage or other encumbrance. Sale or transfer of any lot pursuant to a decree of foreclosure or any other proceeding or deed in lieu of foreclosure, shall relieve such lot(s) from liability for any assessments and utility service fees previously levied but shall not relieve such lots from liability for any assessments and utility service fees assessed after such acquisition of title, nor from the lien of such subsequent assessment or utility service fee.

Section 10. Exempt Property. The following property, subject to this Deed of Dedication, shall be exempted from the assessments, and utility service fees charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Properties as defined in Article I, Section 1; and

(c) All utility easements.

(d) All lots not located in the R. V. Park shall be exempt from the utility service fee.

Section 11. Water Connection Fees. The Owner hereby undertakes and agrees to build or cause to be built a water distribution system to serve the R. V. lots and to pay and install main water distribution lines throughout the Property and pay all costs of construction thereof and complete the same by December 31, 1986. The main water distribution lines shall be laid within the roadway and other easements as shown on the Plat of Flint Ridge R. V. Park No. 2. After such water lines have been laid and water is available to a given R. V. lot(s) for the Property Owner to connect thereto, the Association will charge such Property Owner a monthly utility service fee to be paid to the Association so long, as such Property Owner is the record title holder to his Lot.

The Association shall establish reasonable rules and regulation(s) for water usage, a reasonable utility service fee and the establishment of proceedings in the event of non—payment by -any Property Owner(s) for water used, which shall include without limitation cutting off the supply of water to such defaulting owner(s).

After the water treatment and distribution system and the main water line distribution system has been conveyed and transferred to the Association, all future repairs, replacement, maintenance and operation thereof shall be the responsibility of the Association and any costs thereof shall be paid by the Association and included in the maintenance assessments as provided in Article V, Section 3.

Section 12. Interim Monthly Assessments — Contract(s) Between Owner(s) and Developer. It being recognized by the Owner that until a sufficient number of lots have been sold in order that the Association would have sufficient revenues to pay all costs of repair, maintenance, replacement, operation and management of the Common Properties to be owned by the Association, the Owner may contract with any prospective Property Owners for such Property Owner(s) to pay an agreed upon maximum amount for their share of the monthly assessment and utility service fee owing to the Association. In such event, the Owner shall underwrite and pay any such excess cost to the Association over and above the contracted amount.

ARTICLE VII
Service Contracts

Section 1. Service Contracts. In addition to maintenance upon the Common Properties, the Association is authorized to enter into contracts to provide management and/or maintenance services to either the Property Owners or the Association, or both, in accordance with terms agreed upon by the Board of Directors of the Association.

ARTICLE VIII
General Provisions

Section 1. Duration. The covenants and restrictions hereof shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and, where applicable, by the Owner of any land subject to this Deed of Dedication, his respective legal representatives, heirs, successors and assigns, until January 1, 1994, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Property Owners of three-fourths (3/4) of the R. V. lots has been recorded, agreeing to a change of said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Property Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Property Owner under the provisions of this Deed of Dedication shall be deemed to have been properly sent when mailed, postage thereon fully prepaid, to the last, known address of the person whose name appears as a Member or a Property Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Property Owner to enforce any lien created by these covenants; and failure by the Association or any Property Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Amendments. Anything to the contrary herein notwithstanding, the Owner does hereby reserve exclusively unto itself the right to amend the Plat of Flint Ridge R. V. Park No. 2 so as to correct any errors which may presently exist on said Plat with respect to lot dimensions which are shown thereon. The Owner irrevocably reserves the right to amend said Plat to correct such lot dimensions by filing an amendment(s) thereto and without the necessity of any other lot owner joining in such amendment. No lot will be sold or transferred by the Owner until the front corners have been staked and measured by the surveyor. Any and all lot owner(s) of record at the time of any such amendment(s) by the acceptance and recording of a deed to his lot shall be deemed, to (1) have given his written consent to such amendment being filed by the Owner without the necessity of such Property Owner affixing his signature to such amendment, and (2) have appointed the Owner as his attorney-in-fact to execute and file the aforesaid amendment(s) to said Plat in his place and stead.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed this 28 day of August, 1981.

DEED OF DEDICATION
AND PROTECTIVE COVENANTS FOR
SHADOWHILL AREA, FLINT RIDGE NO. 3
BLOCK 22, a Subdivision in
Adair County, Oklahoma

WHEREAS, the undersigned, FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma General Partnership ("Developer"), being the owner of the following described real property located in Adair County, State of Oklahoma, to-wit:

A tract of land lying in Sections 8, 17 and 18, Township 19. North, Range 24 East of the Indian Base and Meridian, situated in the County of Adair, State of Oklahoma, as more particularly described as follows:

Beginning at the Southeast corner of the North half of Section 18, Township 19 North, Range 24 East of the Indian Base and Meridian, Adair County, Oklahoma; thence N 89°45'37" W along the South line of said North half for a distance of 3381.44 feet; thence N 00°40'28" W for a distance of 30.90 feet; thence along a curve to the left having a radius of 110.00 feet for a distance of 161.87 feet; thence N 05°00'37" E for a distance of 141.05 feet; thence along a curve to the right having a radius of 200.00 feet for a distance of 209.29 feet; thence N 64°58'07" E for a distance of 128.94 feet; thence along a curve to the left having a radius of 250.00 feet for a distance of 168.90 feet; thence N 26°15'37" E for a distance of 139.34 feet; thence along a curve to the right having a radius of 250.00 feet for a distance of 165.08 feet; thence N 64°05'40" E for a distance of 76.13 feet; thence along a curve to the right having a radius of 75.00 feet for a distance of 72.76 feet; thence S 60°19'07" E for a distance of 195.31 feet; thence along a curve to the left having a radius of 400.00 feet for a distance of 195.18 feet; thence S 88°16'33" E for a distance of 132.51 feet; thence along a curve to the right having a radius of 325.00 feet for a distance of 141.00 feet; thence S 63°25'05" E for a distance of 103.86 feet; thence along a curve to the left having a radius of 275.00 feet for a distance of 256.19 feet; thence N 63°12'17" E for a distance of 221.90 feet; thence along a curve to the left having a radius of 400.00 feet for a distance of 154.35 feet; thence N 41°05'47" E for a distance of 262.66 feet; thence along a curve to the left having a radius of 150.00 feet for a distance of 152.25 feet; thence N 17°03'35" W for .a distance of 90.34 feet; thence along a curve to the right having a radius of 175.00 feet for a distance of 168.55 feet; thence N 38°07'28" E for a distance of 161.41 feet; thence N 40°03'09" E for a distance of 388.96 feet; thence along a curve to the right having a radius of 150.00 feet for

a distance of 147.26 feet; thence S 83°41'51" E for a distance of 351.19 feet; thence S 83°29'37" E for a distance of 152.26 feet; thence along a curve to the right having a radius of 350.00 feet for a distance of 146.76 feet; thence S 59°28'06" E for a distance of 256.95 feet; thence along a curve to the left having a radius of 200.00 feet for a distance 275.92 feet; thence N 41°29' 09" E for a distance of 285.25 feet; thence along a curve to the left having a radius of 225.00 feet for a distance of 203.27 feet; thence N 10°16'31" W for a distance of 329.30 feet; thence along a curve to the right having a radius of 350.00 feet for a distance of 171.04 feet; thence N 17°43'28" E for a distance of 108.52 feet; thence along a curve to the right having a radius of 275.00 feet for a distance of 102.39 feet; thence N 39°03'29" E for a distance of 113.29 feet; thence along a curve to the right having a

radius of 225.00 feet for a distance of 140.03 feet; thence N 74°42'56" E for a distance of 185.18 feet; thence along a curve to the left having a radius of 350.00 feet for a distance of 178.14 feet; thence N 45°33'15" E for a distance of 93.23 feet; thence N 54°05'42" E for a distance of 251.23 feet; thence N 42°59'45" E for a distance of 105.74 feet; thence along a curve to the left having a radius of 200.00 feet for a distance of 150.72 feet; thence N 00°10'55" W for a distance of 99.20 feet; thence N 06°19'40" W for a distance of 74.50 feet; thence along a curve to the right having a radius of 100.00 feet for a distance of 50.37 feet; thence N 22°31'51" E for a distance of 142.09 feet; thence N 02°11'09" E for a distance of 124.85 feet; thence along a curve to the right having a radius of 275.00 feet for a distance of 109.79 feet; thence N 25°03'40" E for a distance of 150.06 feet; thence N 28°16'20" E for a distance of 258.26 feet; thence S 04°22'33" W for a distance of 123.06 feet; thence along a curve to the left having a radius of 300.00 feet for a distance of 292.78 feet; thence S 51°32'28" E for a distance of 168.06 feet; thence along a curve to the right having a radius of 250.00 feet for a distance of 148.20 feet; thence S 17°34'38" E for a distance of 209.37 feet; thence S 23°00'33" E for a distance of 154.94 feet; thence along a curve to the right having a radius of 200.00 feet for a distance of 159.50 feet; thence S 22°41'07" W for a distance of 163.57 feet; thence along a curve to the left having a radius of 200.00 feet for a distance of 87.85 feet; thence S 02°28'53" E for a distance of 417.91 feet; thence along a curve to the right having a radius of 300.00 feet for a distance of 81.33 feet; thence S

13°03'02" W for a distance of 436.86 feet; thence S 15°18'13" E for a distance of 266.99 feet; thence along a curve to the left having a radius of 375.00 feet; thence S 39°12'38" E for a distance of 365.84 feet; thence S 52° 00'53" E for a distance of 261.66 feet; thence along a curve to the right having a radius of 325.00 feet for a distance of 154.05 feet; thence S 24°51'22" E for a distance of 184.26 feet; thence S 21°44'20" W for a distance of 146.55 feet; thence along a curve to the left having a radius of 300.00 feet for a distance of 217.31 feet; thence S 19° 45'53" E for a distance of 491.15 feet; thence S 31°59'21" E for a distance of 96.78 feet; thence along a curve to the left having a radius of 325.00 feet for a distance of 68.76 feet; thence S 44°06'41" E for a distance of 122.05 feet; thence along a curve to the right having a radius of 275.00 feet for a distance of 146.93 feet; thence S 13°29'56" E for a distance of 228.35 feet; thence along a curve to the right having a radius of 325.00 feet for a distance of 129.22 feet; thence S 09°16'52" W for a distance of 74.73 feet; thence along a curve to the right having a radius of 500.00 feet for a distance of 255.32 feet; thence S 38°32'17" W for a distance of 171.29 feet; thence along a curve, to the left having a radius of 750.00 feet for ,a distance of 170.06 feet; thence S 25°32'47" W for a distance of 16.76 feet; thence N 64°27'13" W for a distance of 245.00 feet; thence N 87°01'21" W for a distance of 1203.56 feet; thence N 64°43'20" W for a distance of 398.12 feet; thence N 82°52'30" W for a distance of 40.31 feet; thence S 74°40'43" W for a distance of 378.45 feet; thence S 73°36'38" W for a distance of 88.60 feet; thence S 49°45'49" W for a distance of 425.74 feet; thence S 45°00'00" W for a distance of 261.63 feet; thence S 16°23'22" W for a distance of 265.80 feet; thence S 88°44'22" W for a distance of 185.25 feet to the East line of said Section 18; thence N 00°54'38" W along said East line for a distance of 1515.50 feet to the Southeast corner of the North half

of said Section 18 and the point of beginning. Above described tract of land contains 333.11 acres.

WHEREAS, Developer hereby certifies that it has caused the above described real estate to be surveyed, platted and subdivided into areas, lots and blocks on the plat recorded at Book 211, Page 736-38 Adair County Clerk's Records, prepared by Jack L. Holt which is hereby adopted as the official plat of the above described real estate and shall hereafter be known and named SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22, a Subdivision located in Adair County, State of Oklahoma (hereinafter "SHADOWHILL AREA"), which tract of real estate has been subdivided into the following lots and tracts, to-wit:

SHADOWHILL AREA	Block 22, Lots 1 through 249, inclusive. Tracts "A", "B", "C" and "D"

WHEREAS, Developer, by the filing of the plat described above and this Deed of Dedication and Protective Covenants hereby subjects this property known as SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22 to all of the provisions contained in that certain DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded in Book 263, Pages 320—361, inclusive, Delaware County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded in Book 263B, Pages 572—578, inclusive, Delaware County Clerk's Records; SECOND AMENDMENT TO PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded in Book 369, Pages 662—665, inclusive, Delaware County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH DELAWARE AND ADAIR COUNTIES, OKLAHOMA, recorded in Book 390, Pages 146-217, Delaware County Clerk's Records and in Book 178, Pages 597-668, inclusive, Adair County Clerk's Records; AMENDED DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH DELAWARE AND ADAIR COUNTIES, OKLAHOMA, recorded in Book 393, Pages 800—803, inclusive, Delaware County Clerk's Records and in Book 181, Pages 265—268, inclusive, Adair County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR PORTION OF BLOCK 7, FLINT RIDGE NO. 1 - AMENDED, recorded in Book 394, Pages 518-519, Delaware County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA, recorded in Book 180, Pages 664, et. seq., Adair County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 2, A SUBDIVISION IN BOTH ADAIR AND DELAWARE COUNTIES, OKLAHOMA, recorded in Book 181, Pages 275—277, Adair County Clerk's Records; DEED: OF DEDICATION AND PROTECTIVE COVENANTS FOR BLOCK 18, SAWMILL HOLLOW AREA, FLINT RIDGE NO. 3, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA, recorded in Book 194, Page 117 and in Book 194, Pages 118, et. seq. and in Book, Pages 151-154,

inclusive, Adair County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR BLOCK 19, WILLOW CREEK AREA, FLINT RIDGE NO. 3, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA, recorded in Book 194, Pages 155—158, inclusive, Adair County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR BLOCK 20, CAVE CREEK AREA, FLINT RIDGE NO. 3, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA, recorded in Book 200, Pages 372—373 and in Book 200, Pages 535-539, Adair County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR BLOCK 21, TIMBERCREST AREA, FLINT RIDGE NO. 3, A SUBDIVISION IN ADAIR COUNTY, OKLAHOMA, recorded in Book 202, Pages 544-547, Adair County Clerk's Records; DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR BLOCK 17, BERRY HILL AREA, FLINT RIDGE NO. 4, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded in Book 432, Pages 367-369, and in Book 433, Pages 574—578, Delaware County Clerk's Records; DEED OF DEDICATION

AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 4, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA, recorded in Book 406, Pages 866—869, inclusive, Delaware County Clerk's Records (all of

which are hereinafter collectively referred to as "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, FLINT RIDGE NO. 2, FLINT RIDGE NO. 3, and FLINT RIDGE NO. 4"), which documents are all incorporated herein by reference and made a part hereof as though they were fully set out herein, all in accordance with the provisions of Article II, Section 2 of those certain "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, FLINT RIDGE NO. 2, FLINT RIDGE NO. 3, and FLINT RIDGE NO. 4", and further imposes these mutually beneficial covenants and restrictions upon the property known as SHADOWHILL AREA pursuant to a plan of development and use for the benefit of all present and future owners thereof, as herein provided.

NOW, THEREFORE, developer hereby declares that the additional property contained herein and known as SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22, a Subdivision located in Adair County, State of Oklahoma, is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the conditions, covenants, restrictions, uses and limitations contained in those certain "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, FLINT RIDGE NO. 2, FLINT RIDGE NO. 3 and FLINT RIDGE NO. 4", each and all of which are declared and agreed to be in furtherance of a plan for the improvement and development of the property and, where- applicable, shall be "covenants running with the land" until January 1, 1994, and shall be both a burden and a benefit of the Developer, and its successors and assigns, and any person, firm or partnership, corporation or association whomsoever acquiring or owning an interest in the Property (or any part thereof) and any improvements thereon, together with their respective grantees, successors, heirs, executors, administrators, devisees and assigns. Each of said "covenants running with the land" shall automatically extend for two *(2)* successive ten (10) year periods, provided, however, that any condition(s), restriction(s), covenant(s), use(s), limitation (s) or obligation(s), or any one or more of them, may at any time be waived, modified or changed by either: (1) a written agreement signed and acknowledged by at least seventy-five percent (75%) of all of the property owners within FLINT RIDGE NO. 1 - AMENDED, a Subdivision in Delaware County, Oklahoma, FLINT RIDGE NO. 2, a Subdivision in both Adair and Delaware Counties, Oklahoma, FLINT RIDGE NO. 3, a Subdivision in Adair County, Oklahoma, and FLINT RIDGE NO. 4, a Subdivision in Delaware County, Oklahoma, and any additional property which becomes a part of the Flint Ridge Subdivision pursuant to Article II, Section 2 of the DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 -AMENDED, FLINT RIDGE NO. 2, FLINT RIDGE NO. 3 and FLINT RIDGE NO.
4, and such agreement being filed of record in the County Clerk's Office for both Adair and Delaware Counties, Oklahoma; or (2) by a written agreement signed and acknowledged by all members of the Architectural Control Committee (the "ACC") and a majority in number of the Board of Directors of the Flint Ridge Property Owners Association (the "Association") with a

certified copy of a resolution showing that said directors are authorized to execute such agreement and that such resolution was passed at a meeting of the membership of the Association by 'a seventy-five percent (75%) majority of the members and, filing such agreement of record in the office of the County Clerk where the property is located; or (3) as provided in Paragraph 6(b).

In addition, Developer further declares as follows:

The following language shall be added to the "DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, FLINT RIDGE NO. 2, FLINT RIDGE NO. 3 and FLINT RIDGE NO.
4" at the appropriate Paragraphs listed below and shall be applicable to the Property now known as SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22, to the extent and manner as set out above, to-wit:

Paragraph 1 – "...Lots 1 through 249, SHADOWHILL AREA, BLOCK 22 (the "residential lots") shall not be used or occupied other than for single-family residences except as provided to the contrary herein. Any other use is strictly prohibited."

Paragraph 6(a)-Insert the following language before the last sentence in Paragraph 6(a) – "...The enclosed interior floor area of any residence located in SHADOWHILL AREA, BLOCK 22, FLINT RIDGE NO. 3, shall not be less than 850 square feet."

Paragraph 6(b)-Insert the following language at the beginning of Paragraph 6(b) - "...No building or structure shall be located nearer than the Building Setback Line as shown on the plat of SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22,' and not nearer than 15 feet to any side or rear lot line when not indicated on the plat and..."

At Article I (c) (xiii), the following language shall be added "...all roadways as shown on the plats for Flint Ridge No. 3."

At Article 1(j), the following language shall be added – Residential Lot(s) shall mean and refer to those lots as so designated in Paragraph 1 of the Protective Covenants."

Certain tracts of land in SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22 are hereby designated by Developer as being "Green Belt Areas." Green Belt Areas shall be Common Areas for the use of the Owners of lots in SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22, their guests and invitees, for walking and passive recreational activities with no improvements to be constructed thereon without the approval of Developer. The Flint Ridge Property Owners Association shall have jurisdiction over these Green Belt Areas.

Tracts "A","B", "C" and "D" are hereby designated as "Green Belt Areas." They shall be used as described

That certain 30' ACCESS EASEMENT which encumbers Lots 1, 2, 3, 4 and 5; that certain 40' ACCESS EASEMENT which encumbers Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19; that certain 30' ACCESS EASEMENT which encumbers Lots 23, 24, 25 and 26; that certain 40' ACCESS EASEMENT which encumbers Lots 40, 41, 42, 43, 44, 45 and 46; that certain 25' ACCESS EASEMENT which encumbers Lots 104 and 105; that certain 40' ACCESS EASEMENT which encumbers Lots 109, 110, 111, 112, 113, 114 and 115; that certain 40' ACCESS EASEMENT which encumbers Lots 212, 213, 214, 215, 216, 217, 218, 219, 220, and 221 (all Lots described above being hereinafter collectively referred to as the "Encumbered Lots"), all of such ACCESS EASEMENTS indicated on the recorded plat for SHADOWHILL AREA shall only be for the use of the owners of the Encumbered Lots whose lot the particular ACCESS EASEMENT

encumbers.

These various ACCESS EASEMENTS may be used only for access by foot to the other lots encumbered by such ACCESS EASEMENT. No vehicular access or traffic will be permitted over these easements such as cars, motorcycles, trucks, minibikes or other motorized vehicles. No improvements or structures shall be built or located upon these ACCESS EASEMENTS referred to above.

Notwithstanding anything contained in the DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, FLINT RIDGE NO. 2, FLINT RIDGE NO. 3 and FLINT RIDGE NO.
4, to the contrary Developer shall have the right to amend this Deed of Dedication and Protective Covenants for SHADOWHILL AREA so long as Developer owns all 249 of the platted lots in SHADOWHILL AREA, by filing with the Adair County Clerk's Office an amendment to this Deed of Dedication and Protective Covenants for SHADOWHILL AREA.

Any reference made in the DEEDS OF DEDICATION AND PROTECTIVE COVENANTS FOR FLINT RIDGE NO. 1 - AMENDED, FLINT RIDGE NO. 2,

FLINT RIDGE NO. 3 and FLINT RIDGE NO. 4 to either or all of Flint Ridge No. 1 - Amended and/or Flint Ridge No. 2 and/or Flint Ridge No. 3 and/or Flint Ridge No. 4 shall also include, refer to and be applicable to the property located in SHADOWHILL AREA, FLINT RIDGE NO. 3, BLOCK 22.

IN WITNESS WHEREOF, the Developer has caused this DEED OF DEDICATION AND PROTECTIVE COVENANTS for SHADOWHILL AREA, FLINT RIDGE No. 3, BLOCK 22, to be executed by its duly authorized officers and the corporate seal to be affixed hereunto this 29th day of December, 1983.

FLINT RIDGE DEVELOPMENT COMPANY,
an

General Partnership
By

By:~~By:
_____ Assistant Secretary Vice President

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

The following instrument was acknowledge before me this 29th day of December, 1983, by Robert R Richards

Vice President of FRATES DEVELOPMENT COMPANY, as Managing General Partner of FLINT RIDGE DEVELOPMENT COMPANY, an Oklahoma General Partnership, on behalf of the partnership.

Kathleen Ann Malloy
Notary Public

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