

DEED OF DEDICATION AND PROTECTIVE COVENANTS FOR  
FLINT RIDGE NO. 1, A SUBDIVISION  
DELAWARE COUNTY, OKLAHOMA

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, 31, 32, 33, 34 and 35, Township 20 North, Range 24 East of the Indian Base and Meridian in Delaware County, Oklahoma, more particularly described as follows:

Beginning at the southeast corner of said Section 31, which is a point on the Delaware - Adair County Line, and a point on the base line of this Subdivision; thence west 770.8 feet along the south boundary of Section 31, which is the said County Line, to the centerline of Oklahoma State Highway No. 10; thence north along said centerline of Oklahoma State Highway No. 10 to a point in the north boundary of Section 32, 4,329.3 feet west of the northeast corner of Section 32; thence east along said north boundary of Section 32, 4,329.3 feet to a stone in place, which is the northeast corner of Section 32; thence north a distance of 1,321.3 feet along the west boundary of Section 28 to a 3" pipe in place at the northwest corner of the S/2 SW/4 of Section 28; thence east a distance of 683.7 feet to a 1-1/2" pipe in place at the southwest corner of the SE/4 NW/4 SW/4 of Section 28; thence north 661.6 feet to a 1-1/2" pipe in place at the northwest corner of said SE/4 NW/4 SW/4; thence east a distance of 918.1 feet to a point 1,978.2 feet north and 1,558.7 feet east of the southwest corner of Section 28; thence south a distance of 146.9 feet to a point in the centerline of Oak Road, 1,851.8 feet north and 1,558.7 feet east of the southwest corner of Section 28; thence along Oak Road on a curve to the right with a radius of 225.1 feet a distance of 171.0 feet to a point 1,789.0 feet north and 1,713.2 feet east of the southwest corner of Section 28; thence southeasterly 160.7 feet to a point 1,676.9 feet north and 1,828.3 feet east of the southwest corner of Section 28; thence on a curve to the right with a radius of 286.5 feet a distance of 280.0 feet to a point 1,420.8 feet north and 1,910.5 feet east of the southwest corner of Section 28; thence southwesterly 30.3

feet to a point 1,391.0 feet north and 1,905.1 feet east of the southwest corner of Section 28; thence on a curve to the left with a radius of 286.5 feet a distance of 231.3 feet to a point 1,171.6 feet north and 1,955.3 feet east of the southwest corner of Section 28; thence southeasterly a distance of 37.1 feet to a point 1,141.6 feet north and 1,977.2 feet east of the southwest corner of Section 28; thence on a curve to the right with a radius of 573.0 feet a distance of 359.7 feet to a point 805.2 feet north and 2,086.8 feet east of the southwest corner of Section 28; thence due south a distance of 85.4 feet; thence on a curve to the left with a radius of 1,145.9 feet a distance of 130.0 feet to a point 590.1 feet north and 2,094.4 feet east of the southwest corner of Section 28; thence southeasterly a distance of 236.9 feet to a point 354.7 feet north and 2,121.5 feet east of the southwest corner of Section 28; thence southeasterly a distance of 106.3 feet to a point 249.8 feet north and 2,138.5 feet east of the southwest corner of Section 28; thence southeasterly a distance of 198.3 feet to a point 55.8 feet north and 2,179.3 feet east of the southwest corner of Section 28; thence on a curve to the right with a radius of 573.0 feet a distance of 258.7 feet to a point 200.7 feet south and 2,174.6 feet east of the northwest corner of Section 33; thence southwesterly a distance of 226.4 feet to a point 420.3 feet south and 2,119.9 feet east of the northwest corner of Section 33; thence on a curve to the left with a radius of 382.0 feet a distance of 245.7 feet to a point 661.1 feet south and 2,138.6 feet east of the northwest corner of Section 33; thence southeasterly a distance of 74.4 feet to a point 729.7 feet south and 2,167.5 feet east of the northwest corner of Section 33; thence on a curve to the left with a radius of 286.5 feet a distance of 124.8 feet to a point 830.7 feet south and 2,239.2 feet east of the northwest corner of Section 33; thence southeasterly a distance of 83.5 feet to a point which is the intersection of the centerline of Oak Road and Flint Ridge Drive and is 886.7 feet south and 2,301.1 feet east of the northwest corner of Section 33; thence easterly along the centerline of Flint Ridge Drive on a curve to the right with a radius of 286.5 feet a distance of 179.1 feet to a point 798.8 feet south and 2,453.8 feet east of the northwest corner of Section 33; thence northeasterly a distance of 31.7 feet to a point 792.2 feet south and 2,484.8 feet east of the northwest corner of Section 33; thence on a curve to the left with a radius of 382.0 feet a distance of 117.5 feet to a point 750.6 feet south and 2,594.2 feet east of the northwest corner of Section 33; thence northeasterly a distance of 77.6 feet to a point 712.2 feet south and 2,661.7 feet east of the northwest corner of Section 33; thence on a curve to the right with a radius of 382.0 feet a distance of 158.9 feet to a point 664.2 feet south

and 2,811.9 feet east of the northwest corner of Section 33; thence northeasterly a distance of 51.6 feet to a point 658.9 feet south and 2,863.2 feet east of the northwest corner of Section 33; thence on a curve to the left with a radius of 382.0 feet a distance of 148.3 feet to a point 616.0 feet south and 3,004.2 feet east of the northwest corner of Section 33; thence northeasterly 17.8 feet to a point 610.4 feet south and 3,014.7 feet east of the northwest corner of Section 33; thence on a curve to the right with a radius of 382.0 feet a distance of 171.4 feet to a point 565.5 feet south and 3,189.7 feet east of the northwest corner of Section 33; thence northeasterly a distance of 435.8 feet to a point 562.2 feet south and 1,673.7 feet west of the northeast corner of Section 33; thence on a curve to the left with a radius of 286.5 feet a distance of 250.3 feet to a point 450.7 feet south and 1,458.4 feet west of the northeast corner of Section 33; thence northeasterly a distance of 324.3 feet to a point 202.4 feet south and 1,272.0 feet west of the northeast corner of Section 33; thence on a curve to the right with a radius of 286.5 feet a distance of 195.5 feet to a point 80.3 feet south and 1,092.9 feet west of the northeast corner of Section 33; thence northeasterly a distance of 249.8 feet to a point 32.1 feet south and 856.5 feet west of the northeast corner of Section 33; thence on a curve to the left with a radius of 573.0 feet a distance of 159.9 feet to a point 25.8 feet north and 708.0 feet west of the southeast corner of Section 28; thence northeasterly a distance of 88.4 feet to a point 69.0 feet north and 630.9 feet west of the southeast corner of Section 28; thence on a curve to the right with a radius of 286.5 feet a distance of 181.6 feet to a point 103.5 feet north and 455.7 feet west of the southeast corner of Section 28; thence southeasterly a distance of 45.7 feet to a point 97.9 feet north and 410.3 feet west of the southeast corner of Section 28; thence on a curve to the left with a radius of 1,145.9 feet a distance of 203.3 feet to a point 91.1 feet north and 207.4 feet west of the southeast corner of Section 28; thence northeasterly a distance of 128.6 feet to a point 98.1 feet north and 79.0 feet west of the southeast corner of Section 28; thence on a curve to the left with a radius of 286.5 feet a distance of 187.2 feet to a point 166.6 feet north and 91.7 feet east of the southwest corner of Section 27; thence northeasterly a distance of 7.4 feet to a point 171.4 feet north and 97.4 feet east of the southwest corner of Section 27; thence on a curve to the right with a radius of 573.0 feet a distance of 208.4 feet to a point 275.6 feet north and 276.6 feet east of the southwest corner of Section 27; thence northeasterly a distance of 395.7 feet to a point 410.4 feet north and 652.2 feet east of the southwest corner of Section 27; thence on a curve to the right with a

radius of 573.0 feet a distance of 334.5 feet to a point 426.6 feet north and 978.3 feet east of the southwest corner of Section 27; thence southeasterly a distance of 96.9 feet to a point 403.6 feet north and 1,072.4 feet east of the southwest corner of Section 27; thence on a curve to the left with a radius of 286.5 feet a distance of 237.7 feet to a point 444.0 feet north and 1,299.8 feet east of the southwest corner of Section 27; thence northeasterly a distance of 389.2 feet to a point 560.6 feet north and 1,623.0 feet east of the southwest corner of Section 27; thence on a curve to the right with a radius of 1,432.4 feet a distance of 1,211.6 feet in the centerline of Flint Ridge Drive to a point 856.9 feet north and 2,782.3 feet east of the southwest corner of Section 27; thence leaving Flint Ridge Drive, southwest a distance of 50.0 feet to a point 808.5 feet north and 2,769.8 feet east of the southwest corner of Section 27; thence southeasterly 1,832.4 feet to a point 313.5 feet north and 717.9 feet west of the southeast corner of Section 27; thence southeasterly a distance of 367.0 feet to a point 103.3 feet north and 417.1 feet west of the southeast corner of Section 27; thence southeasterly 429.6 feet to the southeast corner of Section 27; thence south along the east boundary of Section 34 a distance of 1,292.2 feet; thence due east approximately 722.0 feet to the centerline of the Illinois River; thence southwesterly along the centerline of the Illinois River to a point on the Delaware - Adair County Line and the south boundary of Section 34 approximately 2,523.0 feet east of the southwest corner of Section 34; thence west along the said County Line to the point of beginning, containing 2,034 acres, more or less,

hereby certifies that it has caused the above described real estate to be surveyed, platted and subdivided into areas, blocks and lots as shown on the attached plat prepared by W. R. Holway and Associates, Inc. which is hereby adopted as the official plat of the above described real estate and shall be hereafter known and named "FLINT RIDGE NO. 1, A SUBDIVISION IN DELAWARE COUNTY, STATE OF OKLAHOMA", and said real estate is hereby subdivided into the following areas, blocks and lots, 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 and RED FOX LAKE
HIDDEN VALLEY AREA:	Block 3, Lots 1 through 128 inclusive and areas designated A, B and C
DEER CREEK AREA:	Block 4, Lots 1 through 136 inclusive and area designated A
HIGHLAND AREA:	Block 6, Lots 1 through 88 inclusive and area designated A and CLEAR CREEK RESERVOIR
BIRD CREEK AREA:	Block 7, Lots 1 through 125 inclusive and Water Plant Site and CLEAR CREEK PARK
CLEAR CREEK AREA:	Block 8, Lots 1 through 128 inclusive
PINE RIDGE AREA:	Block 9, Lots 1 through 124 inclusive and area designated A and SYCAMORE PARK

Developer, by the filing of said Plat and this Deed of Dedication and Protective Covenants of Flint Ridge No. 1, a Subdivision in Delaware County, State of Oklahoma, hereby submits said real estate to all of the provisions hereof and imposes certain mutually beneficial covenants and restrictions pursuant to a plan of development and use for the benefit of all present and future owners thereof as hereinafter provided.

NOW, THEREFORE, Developer does hereby publish and declare that Flint Ridge No. 1, a Subdivision in Delaware County, State of Oklahoma (the "Property" or "Flint Ridge No. 1") 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 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 per cent (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 per cent (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).

PROTECTIVE COVENANTS

1. Lots 1 through 135, Block 1, Bear Lake Area; Lots 1 through 150, Block 2, Fox Creek Area; Lots 1 through 128, Block 3, Hidden Valley Area; Lots 1 through 136, Block 4, Deer Creek Area; Lots 1 through 88, Block 6, Highland Area; Lots 1 through 125, Block 7, Bird Creek Area; Lots 1 through 128, Block 8, Clear Creek Area; Lots 1 through 124, Block 9, Pine Ridge Area (the "residential lots") shall not be used or occupied other than for single family residences. Any other use is expressly 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 any residential lot must be approved by the ACC which shall be composed of three (3) members to be selected and chosen by the Association.

4. All plans for buildings upon any residential lot (other than those built by the Developer) must be submitted to the ACC before any construction is commenced. Commencement of construction shall be as defined in paragraph 6(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 said 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 shall not unreasonably withhold its approval and after approval has been obtained, no substantial change in the plans shall be 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 lot.

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

(a) The enclosed interior floor area of any residence shall not be less than 700 square feet except on the following residential lots where the enclosed interior floor area of any residence shall not be less than 1,000 square feet: All lots which either adjoin or are adjacent to Bear Lake, Clear Creek Reservoir, Red Fox Lake, Lots 22, 23 and 24, Block 7, Bird Creek Area, Lots 50, 51, 64, 65, 97, 98, 99, 100, 115 and 124, Block 9, Pine Ridge Area. The aforesaid minimum floor area requirements are to be calculated by using the enclosed interior dimensions of the residences.

(b) No building shall be located on any lot nearer than the front building setback line as shown on the Plat of Flint Ridge No. 1 and not nearer than 15 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 Delaware County, Oklahoma.

(c) No single family residential building shall be built below 860 feet above mean sea level. All residential lots are above 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; and Red Fox Lake located in Fox Lake Area, Block 2; no dwelling, garage, swimming pool or other improvement and no septic tank, field or lateral line(s) therefor shall be located or built nearer than 100 feet from the shore line of said lakes and reservoir shown on the plat of Flint Ridge No. 1 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. 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 notwithstanding, 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, all in Block 3, Hidden Valley Area. 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.

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 above plat; 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 or conducted 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, 1980, 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 resubdivision, 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 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 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 dogpens, etc. No other type of fencing 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 or Red Fox Lake.

20. Initially, the Architectural Control Committee shall consist of Thomas A. McMullen, Lee Eller and Howard Twilley. The ACC's initial post office address shall be 5555 East Skelly Drive, Tulsa, Oklahoma, 74135. 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 or Red Fox Lake. No swimming, 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 Plat of the Property are reserved by the Developer, its successors and assigns, for future multi-family use (condominiums, apartments, townhouses, multi-plexes, planned unit development(s), schools, churches, parks, cultural and recreation purposes), to-wit:

Bear Lake Area - Area A

Pine Ridge Area - Area A

23. The following areas shown on the Plat 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

Commercial uses as permitted in this paragraph shall exclude (and there is expressly forbidden) any use of said areas for industrial, manufacturing, warehousing and multi-story office building(s) purposes, except: Office building(s) not in excess of two stories in height, sanitary sewer treatment plant(s) and water purification, storage and treatment plant(s) serving either the Property or adjoining property owned by the Developer. The restrictions with respect to residential lots as herein elsewhere provided shall not apply to those areas designated in paragraphs 22 and 23.

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 Plat of the Property. The utility easements and roadways as shown on the Plat of Flint Ridge No. 1 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 and also those additional lands adjoining Flint Ridge No. 1 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 except as follows:

(a) Those necessary to enable the owner to improve such lot with a single family dwelling and garage after the plans therefor 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 by and paid to the Association.

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

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 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 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 said Plat,

together with the right of ingress and egress thereto for the purpose of constructing, 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.

COMMON PROPERTIES AND USE THEREOF

WHEREAS, Developer desires to create a residential community for the Owners of the Property and other property owned by Developer which adjoins the Property and build certain recreational amenities, roadways, parks, water facilities and create other common areas for camping, picnicing, 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 said 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, non-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 so prohibit) 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 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:

- (i) All roadways as shown on Plat of Flint Ridge No. 1;
- (ii) Bear Lake (26.9 acres) located in Bear Lake Area;
- (iii) Red Fox Lake located in Fox Creek Area;
- (iv) All bridle trails and utility(ies) easements;
- (v) Clear Creek Reservoir (18.7 acres) located in Highland Area;
- (vi) Water Plant Site (7.7 acres) and Clear Creek Park (13.3 acres) located in Bird Creek Area;
- (vii) A complete private water treatment plant and water distribution system;
- (viii) Sycamore Park (100.1 acres) located in Pine Ridge Area which shall include camping grounds, potable drinking water, restrooms, parking and canoeing facilities, open utility building and a sanitary sewage treatment facility;
- (ix) Two security stations - one located at the entrance adjacent to Oklahoma State Highway No. 33 and the other adjacent to the entrance of Oklahoma State Highway No. 10;
- (x) Pine Ridge Lodge located in Block 9, Pine Ridge Area; and
- (xi) Community Center and Deer Lake Clubhouse located in Adair County at Deer Lake;

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 one or more persons or entities) of the title to any residential lot and the holder(s) of an approved contract for deed from the Developer included 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 residential lot owner 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.

## 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 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 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 Developer's right under the provisions of this subsection to bring subsequent land development(s) within the provisions hereof. Unless otherwise stated, such General Plan 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 subsection, shall be made by filing of record a Plat and Deed of Dedication and Protective Covenants with respect to the additional property 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 within the Existing Property.

In the event of such additions, the Owners shall not be liable for capital expenditures for structures or equipment as there may be constructed within 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 of 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 (or the contract for deed) and title to each residential lot and one may not be separated or transferred without the other. Each residential lot owner(s) shall become a member of the Association by the acceptance of 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 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 per cent (90%) of the residential lots within the Flint Ridge No. 1 and any additions thereto made by the Developer pursuant to Article II hereof, or within thirty (30) days after January 1, 1979, 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 residential lot he holds record title or an approved contract for deed therefor from the Developer as required for membership by

Article III, Section 1. 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 Enjoyment. Subject to the provisions of Article IV, Section 3, every Member and his guests and invitees 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 (or a holder of a contract for deed therefor and is not in default thereunder) 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 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, 1980. 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 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, 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 to members as herein-after provided) all or any part of the Common Properties 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) shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at least 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

COVENANT 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 or contract for deed holder of any residential 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) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each residential lot (or in 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 made until paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such residential lot at the time when the assessment fell due, and the Association shall have a lien against such owner's residential 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 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 Properties and in particular for the improvement,

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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 residential 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 charged hereunder. No assessments or fees hereunder shall be used for capital improvements or 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-thirds (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.

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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 against each residential lot and area in the Property in proportion to each owner'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. 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 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 on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the fiscal year and the first monthly assessments shall become due and payable on the date of commencement. The amount of the annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessments provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is thereafter added to the properties subject to assessment at a time other than the beginning of any annual assessment period.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments 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 per cent (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 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 residential lot for the next fiscal year.

Written notice of the total annual assessment and of the amount of each monthly assessment shall thereupon be sent to every Owner. This notice must be sufficient to inform each Owner of his monthly assessment 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, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment 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 is not paid on the date when due (being the date specified in Section 4 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon 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 as of the delinquency date. The personal 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 delinquency date, the assessment shall bear interest from the date of delinquency at a legal rate (established by the Association) not to exceed ten per cent (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 his 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 action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above 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 Forbiden. 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 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 residential lot(s). If an Owner violates this Section 9, the lien for assessment(s) 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 assessments previously levied, but shall not relieve such lot(s) from liability for any assessments assessed after such acquisition of title, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property, subject to this Deed of Dedication, shall be exempted from the assessments, 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.

Section 11. Water Standby Fees 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, 1977. The main water distribution lines shall be laid within the roadway and other easements as shown on the Plat of Flint Ridge No. 1. 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 \$150.00. Such fee shall include the cost of a water meter to be installed by the Association. The Association shall pay all cost 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.

Thereafter, each Owner shall pay for water at the rates fixed by the Association which shall be uniformly applied throughout the Property and any additions thereto. 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 solely responsible for the cost of laying the secondary water line(s) from his residence to the meter and paying any cost of repair and replacement thereof.

The Association may establish reasonable rules and regulation(s) for water usage and 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 plant, the water storage reservoir and the main water line distribution system have 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 sufficient number of residential lots have been sold to Owners (other than the Developer) 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 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 VI

DEVELOPER'S COVENANTS WITH RESPECT TO  
DEVELOPMENT OF COMMON PROPERTIES

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

(a) Roadways: Flint Ridge Drive; Clear Creek Drive; Pine Ridge Drive and North Ridge Drive as shown on the Plat shall be paved with split level double bituminous surfacing material twenty-two (22) feet wide. 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 lots and areas in the Property.

(c) Two Security Stations and Guardhouses: One at the entryway from Oklahoma State Highway No. 10 located in Adair County, Oklahoma, and the other at the entryway to Oklahoma State Highway No. 33.

(d) Pine Ridge Lodge: Clubroom, fireplace, dining area, efficiency kitchen, restrooms, observation areas, parking.

(e) Community Center and Deer Lake Clubhouse: Office and information building, clubhouse with lounge, snack bar, meeting rooms, offices and men and women's restrooms and dressing rooms, four tennis courts, basketball practice court, two covered shuffleboard courts, horseshoe court, badminton court, table tennis, picnic area, nature walk paths, softball diamond, sports field, trout pond and teen center.

(f) Sycamore Park: Campground facilities, restrooms, drinking water, canoeing facilities, parking and sanitary sewage treatment facility.

(g) Bear Lake: Building and construction of dam, spillway and clearing water storage area.

(h) Bridle paths.

The plans and specifications and the General Plan of Development for all of the aforesaid improvements are on file at the office of the ACC located at 5555 Skelly Drive, Tulsa, Oklahoma, 74135, and may be examined and inspected by any Owner during regular business hours.

Until said improvement(s) and Common Properties are transferred to the Association, the Developer shall pay all costs of maintenance and upkeep thereof, in addition to the initial cost of construction and installation thereof.

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 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 Owners of three-fourths (3/4) of the residential lots has been recorded, agreeing to 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 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 Owner under the provisions of this Deed of Dedication shall be deemed to have been properly sent when

mailed, postpaid, to the last known address of the person whose name appears as a Member or an 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 attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any 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 Developer does hereby reserve exclusively unto itself the right to amend the Plat of Flint Ridge No. 1 so as to correct any errors which may presently exist on said Plat with respect to lot dimensions which are shown thereon. The Developer 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 Developer which has not 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 Developer without the necessity of such Owner affixing his signature to such amendment, and (2) does hereby appoint the Developer 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, 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 16<sup>th</sup> day of April, 1974.

FLINT RIDGE DEVELOPMENT COMPANY,  
an Oklahoma Partnership

By: FLINT RIDGE DEVELOPMENT CO., INC.

By Thomas A. McManis  
Vice President

Paul Y. ...  
Assistant Secretary  
(General Partner)

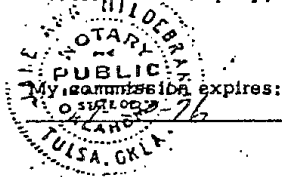
By: FRATES DEVELOPMENT COMPANY

By Robert E. ...  
Vice President

Jennie ...  
Assistant Secretary  
(General Partner)

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

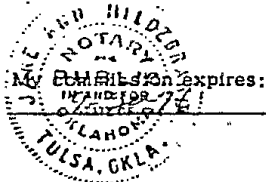
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1974, by Thomas A. McMullen, Vice President of Flint Ridge Development Co., Inc. as General Partner of Flint Ridge Development Company, an Oklahoma partnership, on behalf of said partnership.



James Hildebrand  
Notary Public

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF TULSA )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1974, by Robert E. Merrick, Jr., Vice President of Frates Development Company as General Partner of Flint Ridge Development Company, an Oklahoma partnership, on behalf of said partnership.



James Hildebrand  
Notary Public