

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, is the owner and developer (hereafter "Developer") of the following described real estate 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 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 estheticly 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, picnicing, 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 I(c).

(j) "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 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 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 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. 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 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 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 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 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 residents 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 and No. 4 and any additional 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 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 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 fees charged hereunder. No assessments or utility service 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-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 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 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 28th day of August, 1981.