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AUG 24 1988

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

12 HOUR 02 MINUTE
IN BOOK 512 AT PAGE 175-179.3
MARCH BARTON, County Clerk
By _____ Deputy

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

RECITALS

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

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

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

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

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

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

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

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

Lots 1 through 10 inclusive,

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

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

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

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

PROTECTIVE COVENANTS

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

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

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

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residential dwelling constructed on any Residential Lot whenever such Residential Lot and/or residential dwelling located thereon is owned by Developer."

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

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

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

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

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

"6. ...

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

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

"6. ...

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

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

"6. ...

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

H. Paragraph 6(e) shall be deleted.

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

"10. After the completion of the construction of a residential dwelling upon a Residential Lot, no unsightly article shall be permitted to remain on any Residential Lot or upon any residential dwelling constructed upon the Residential Lot so

as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing and unless specifically permitted by rules adopted by either the Board of Directors of the Flint Ridge Property Owners Association (the "Board") or the ACC, or except as otherwise provided for herein, only those vehicles described in paragraph 41 below shall be allowed to park within the areas described in such paragraph. No repair or maintenance work shall be done on any vehicle other than minor emergency repairs. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container within areas designated by either the Board or the ACC. No clothes lines or other outdoor facilities for hanging or drying clothes shall be permitted. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate upon any Residential Lot or within any residential dwelling constructed upon the Residential Lot. No liquid propane gas, gasoline, oil or other exterior tanks shall be permitted."

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

15. "No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept upon any Residential Lot or within any structures constructed upon a Residential Lot. No animals of any kind shall be raised, bred or kept in a residential dwelling except dogs, cats or other common household pets, but in any event, there shall be no more than two (2) household pets for each residential dwelling. No wild animals, livestock or poultry of any kind shall be raised, kept or bred upon any Residential Lot or within any structures constructed upon a Residential Lot. The Flint Ridge Property Owners Association may further restrict or prohibit the keeping of pets upon any Residential Lot or within any structures constructed upon a Residential Lot. Pets shall not be allowed on the Common Properties except as permitted by the rules made by the Flint Ridge Property Owners Association. No pet shall be permitted to run free and all pets shall

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continuously be personally accompanied and kept on a leash when outside of a residential dwelling and while on the Property. The owner of such pet shall not allow such pets to excrete upon the Common Properties. Notwithstanding the privileges granted or restricted by this paragraph, the Flint Ridge Property Owners Association may require the removal from the Property of any or all pets considered by the Association within its discretion, to be exotic, frightening to other owners, vicious, dangerous or which may constitute a nuisance."

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

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

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

"19. Only those fences approved by the Architectural Control Committee shall be permitted on a Residential Lot. Otherwise, the fencing of a Residential Lot is prohibited. No trees or other shrubbery planting shall be permitted on any corner lot which obstructs the view of vehicular traffic approaching the intersection from a distance of 75 feet from the intersection."

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

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

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

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

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

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

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

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

"29. In addition to the mutual access and utility easements as shown on the plat of the Property, the Developer does hereby dedicate for the use by any public utility company providing or furnishing electricity, cable television, or telephone service, a perpetual right and easement(s) to locate upon any Residential Lot or area within the Property, anchors and guy wires for telephone, cable television or electric transmission poles which may be built within the roadways and other easements, and Common Properties as shown on the Plat, together with the right of ingress and egress thereto for the purpose of constructing, repairing, maintaining and replacing the same all in addition to the rights granted and/or reserved in the Certificate of Dedication on the Plat."

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

31. Except for any which may be erected by Developer or Developer's designated representatives, no exterior radio or television antenna or aerial shall be erected or maintained upon a Residential Lot or any residence or structure located upon a Residential Lot without the prior written approval of the Architectural Control Committee.
32. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Residential Lot and no odors shall be permitted to arise therefrom so as to render any part of the Residential Lot unsanitary, unsightly, offensive or detrimental to any Residential Lot owner within the Property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any part of any Residential Lot within the Property so as to be offensive or detrimental to any Residential Lot owner within the Property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any part of the Residential Lot or any residential dwelling located thereon, without the prior written approval of the Architectural Control Committee.
33. There shall be no construction or other excavation upon or to a Residential Lot (including landscaping unless such landscaping is first approved by the Architectural Control Committee) which in any way alters the present contour of the land now comprising the Residential Lot. No Residential Lot owner (except for Developer) may alter the exterior appearance of any residential dwelling located upon a Residential Lot in any way, including but not limited to changing the color, the materials used in the construction of any residential dwelling located upon a Residential Lot to include but not be limited to roofing, siding or other materials, or altering any window coverings and treatments unless prior to making such contemplated changes the owner of the Residential Lot has obtained the prior written approval of the Architectural Control Committee which approval may be withheld for any reason

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whatsoever or which approval may be subject to the prior completion or occurrence of such conditions as are required or acceptable to the Architectural Control Committee. The color, type of materials for future contemplated improvements and the type of window coverings and treatments which may be used shall be specifically designated by the Architectural Control Committee and no other color, materials or window coverings shall be used or made unless permitted by the Architectural Control Committee.

34. No commercial, business, immoral, improper or offensive use shall be made or conducted upon a Residential Lot or within any residential dwelling located thereon, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Property shall be observed.
35. No activities shall be conducted on any Residential Lot and no improvements shall be constructed on any Residential Lot which are or might be unsafe or hazardous to any person in the Flint Ridge Subdivision or to any portion of the Property. Without limiting the generality of the foregoing, no firearms shall be discharged on any Residential Lot, no open fires shall be lighted or permitted on any Residential Lot except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.
36. Only mailboxes meeting the design standards of the Architectural Control Committee shall be permitted and such mailboxes shall be located in areas designated by the Architectural Control Committee, except for mail depositories which are the property of the United States Post Office Department.
37. The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs, golf carts and snow-mobiles, shall be subject to the rules established or adopted by the Architectural Control Committee or the Board of Directors of the Flint Ridge Property Owners Association, which may prohibit or limit the use thereof within specified parts or all of the Property and

which may also provide parking regulations and adopt other rules regulating their use, operation and storage.

38. Developer reserves a perpetual right and easement to locate, construct, erect and maintain or cause to be located, constructed, erected or maintained in and on the areas indicated on the plat as either "mutual access easements", "utility easements", within any of the platted roadways or in such other areas as Developer determines over property owned by Developer or the Flint Ridge Property Owners Association, wherever Developer desires to locate such easement, sewer and other pipe lines, conduits and wires for any public or private utility functions (including without limitation, water lines, electricity lines, gas lines, telephone lines, cable television lines, storm and sanitary sewer lines, and other communication lines) beneath the surface of the grounds, or above the surface with the approval of the Architectural Control Committee, with the right of access at any time to the same over, upon and under any Residential Lot for the purposes of installation, repair and maintenance.
39. A Residential Lot Owner shall not place or cause to be placed on any patio, balcony or residential yard comprising a part of, attached to, or appurtenant to any residential dwelling or Residential Lot, any items, furniture, fences, out buildings, toys, recreational tools or equipment, packages, laundry or objects of any kind which are obtrusive and not customarily used on a patio, balcony or in a residential yard.
40. It is prohibited to hang or attach any garment, rug or thing from the windows or on any of the balconies, or from any of the facades of any residential dwellings located on a Residential Lot or to install appliances in the windows or on the balconies, or from the facades of any residential dwelling located upon a Residential Lot, or to attach any item to any residential dwelling located upon a Residential Lot which would detract from the general appearance of the Property. Residential Lot Owners shall use only those window coverings and treatments approved by the Architectural Control Committee in order to insure uniformity of exterior appearances.

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

Property Owners Association shall have the right to enter upon the Residential Lot were such violation exists, and summarily abate or remove the same and shall make necessary repairs or improvements where such violation occurred, so that the Residential Lot shall be in the same condition as it was before said violation occurred, all at the expense of the Owner causing or permitting such violation, and any such entry and abatement or removal shall not be deemed a trespass, and the Residential Lot Owner agrees to release, indemnify, defend and hold the Association and such persons carrying out the Association's rights, harmless against any and all claims, suits, judgments or causes of action arising out of the Association's exercising its rights hereunder.

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

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its privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Developer may exempt any person from the control and jurisdiction of the Architectural Control Committee or the Board of Directors of the Flint Ridge Property Owners Association.

COMMON PROPERTIES AND USE THEREOF

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

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

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

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

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

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

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

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

"(k) "Mutual Access Easement" shall mean and refer to areas of land shown on the Plat of the Property as Mutual Access Easement. This Mutual Access Easement may only be used by (1) the Residential Lot Owner whose lot is encumbered by the Easement for the purposes set out in the Protective Covenants Section of this Supplemental Deed of Dedication, (2) the Owner of the contiguous Residential Lot for the purpose of parking thereon in accordance with paragraph 42 above and (3) by Developer, its successors and/or assigns for the purpose of installing, maintaining, repairing and replacing all cables, conduits, wires and pipes (including the right of access, ingress and egress) which may be used in providing either private or public utility service to the lots in the Property or in adjoining lands in the Flint Ridge Subdivision including but not limited to water, sewer, electricity, cable television, gas and telephone service."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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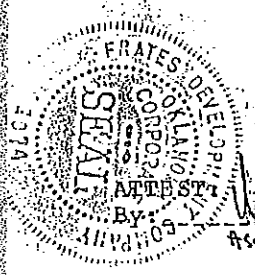
incorporated herein and made a part hereof by reference, except to the extent as they are modified herein. The Flint Ridge Subdivision shall now include The Cottage Area.

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

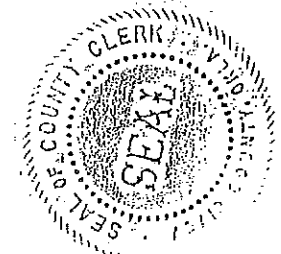
IN WITNESS WHEREOF, the Developer has made and executed this Supplemental Deed of Dedication effective the day and year first above written.

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

By: Stephen W. Mills
President



Mark Surin
Asst. Secretary



STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

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

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



My Commission Expires: 8-1-90 Linda Redwin
NOTARY PUBLIC

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EXHIBIT "A"

Legal Description

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

COMMENCING at the Southwest corner of Tract A of The Muirfield Area, Block 25, a previously filed subdivision of Flint Ridge No. 2 and thence N 30°35'21" W along the West line of said Tract A for a distance of 72.29 feet to the POINT OF BEGINNING, and thence S 53°34'22" W for a distance of 270.60 feet; thence S 45°55'13" W for a distance of 231.11 feet; thence N 82°03'27" W for a distance of 164.97 feet; thence N 25°22'42" W for a distance of 150.00 feet; thence N 60°27'18" E for a distance of 200.00 feet; thence N 64°45'51" E for a distance of 68.10 feet; thence S 64°39'45" E for a distance of 64.11 feet; thence along a curve to the left, having a radius of 50.31 feet, for a distance of 38.07 feet; thence N 71°58'32" E for a distance of 14.57 feet; thence along a curve to the left, having a radius of 44.94 feet, for a distance of 52.91 feet; thence N 04°31'45" E for a distance of 14.87 feet; thence along a curve to the left, having a radius of 72.21 feet, for a distance of 56.87 feet; thence N 40°35'34" W for a distance of 56.61 feet; thence N 14°02'45" E for a distance of 65.76 feet; thence along a curve to the left, having a radius of 378.31 feet, for a distance of 89.58 feet; thence N 00°28'44" E for a distance of 129.52 feet; thence N 87°23'42" E for a distance of 40.24 feet; thence S 30°35'21" E for a distance of 432.95 feet to the Southwest corner of said Tract A and the POINT OF BEGINNING, containing 3.44 acres, more or less.

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AUG 24 1988

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

12 HOUR 62 MINUTE IN BOOK 742 AT PAGE 794 SANDH BARTON, County Clerk By: Deputy

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

IN WITNESS WHEREOF, Flint Ridge Development Company has hereunto set its hand hereto effective the 17th day of August, 1988.

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

By: Stephen W. Mills President

ATTEST: [Signature] Assistant Secretary

STATE OF OKLAHOMA) COUNTY OF TULSA)

This instrument was acknowledged before me on August 17, 1988, by Stephen W. Mills, President of Frates Development Company, in its capacity as Managing General Partner of Flint Ridge Development Company, an Oklahoma general partnership, on behalf of said partnership.

My commission expires: August 21 1990

[Notary Seal]

[Signature] Notary Public

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