

**FLINT RIDGE PROPERTY OWNERS ASSOCIATION
DEED OF DEDICATION AND PROTECTIVE COVENANTS
ADAIR AND DELAWARE COUNTIES, OKLAHOMA**

AS OF (DATE), THIS DEED OF DEDICATION AND PROTECTIVE COVENANTS, APPLICABLE TO THE REAL PROPERTIES MORE SPECIFICALLY DESCRIBED IN ARTICLE I HERETO, IS INTENDED TO AND SHALL SUPERSEDE ANY PREVIOUSLY RECORDED DEEDS OF DEDICATION AND PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND NOTICES, AND ANY SUPPLEMENTS AND AMENDMENTS THERETO INCLUDING, BUT NOT LIMITED TO, THOSE SPECIFICALLY DESCRIBED ON EXHIBIT A HERETO.

WHEREAS, the Flint Ridge Property Owners Association, Inc. desires to maintain a residential community for the Owners of the Properties and to build, preserve, and maintain values, facilities, recreational amenities, roads, and other Common Areas for the benefit of said community; and

WHEREAS, the Association will maintain an administrative office to which will be delegated and assigned the powers and duties of maintaining, administering, and enforcing this Deed of Dedication and Protective Covenants and rules implementing the same, and collecting and disbursing the Assessments and Fees hereinafter created; and

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

NOW, THEREFORE, the Association declares that the Properties identified in Article I and incorporated by reference herein shall be held, owned, transferred, sold, conveyed, and occupied subject to this Deed of Dedication and Protective Covenants as set forth herein.

**ARTICLE I
PROPERTIES SUBJECT TO THIS DEED OF DEDICATION
AND PROTECTIVE COVENANTS**

The following documents and instruments are recited for the specific purpose of describing the Properties subject to this Deed of Dedication and Protective Covenants, as follows:

<u>Block No.</u>	<u>Description</u>	<u>Instrument Name With Legal Description</u>	<u>Recordation Date</u>	<u>Book/Page No.</u>	<u>Recordation County</u>
0	Cottage Areas – Lots 1 through 10	Supplemental Deed of Dedication and Protective Covenants for the Cottage Area, a Subdivision in Adair County, Oklahoma	August 24, 1988	Book 242, Pages 775-93	Adair

1	Bear Lake Area – Lots 1 through 135	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
2	Fox Creek Area – Lots 1 through 150	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
3	Hidden Valley Area – Lots 1 through 88	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
4	Deer Creek Area – Lots 1 through 136	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
6	Highland Area – Lots 1 through 88	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
7	Bird Creek Area – Lots 1 through 126	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
8	Clear Creek Area – Lots 1 through 128	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
9	Pine Ridge Area – Lots 1 through 124	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-63	Delaware
10	Stone Ridge Area, Lots 1 through 121	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	June 29, 1979	Book 390, Pages 146-96	Delaware

11	Fox Ridge Area, Lots 1 through 86	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	June 29, 1979	Book 178, Pages 597-04	Adair
12	Bird Valley Area, Lots 1 through 72	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	June 29, 1979	Book 178, Pages 597-04	Adair
13	Wildhorse Creek Area, Lots 1 through 72	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	September 18, 1979	Book 181, Pages 275-77	Adair
14	Birchbark Hill Area, Lots 1 through 182	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	April 1, 1980	Book 180, Pages 644-48	Adair
15	Indian Ridge Area, Lots 1 through 117	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	April 1, 1980	Book 180, Pages 644-48	Adair
16	Walnut Hill Area, Lots 1 through 117	Deed of Dedication and Protective Covenants for Flint Ridge No. 4, a Subdivision in Delaware County, Oklahoma	October 7, 1980	Book 406, Pages 866-69	Delaware
17	Berry Hill Area, Lots 1 through 121	Deed of Dedication and Protective Covenants for Block 17, Berry Hill Area Flint Ridge No. 4, a Subdivision in Delaware County, Oklahoma	July 14, 1982	Book 433, Pages 574-78	Delaware

18	Sawmill Hollow Area, Lots 1 through 191	Deed of Dedication and Protective Covenants for Block 18, Sawmill Area Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	August 26, 1981	Book 194, Pages 151-54	Adair
19	Willow Creek Area, Lots 1 through 191	Deed of Dedication and Protective Covenants for Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	August 26, 1981	Book 194, Pages 155-58	Adair
20	Cave Creek Area, Lots 1 through 201	Deed of Dedication and Protective Covenants for Block 20, Cave Creek Area Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	July 14, 1982	Book 200, Pages 535-39	Adair
21	Timbercrest Area, Lots 1 through 191	Deed of Dedication and Protective Covenants for Block 21, Timbercrest Area Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	December 6, 1982	Book 202, Pages 544-57	Adair
22	Shadowhill Area, Lots 1 through 249	Deed of Dedication and Protective Covenants for Shadowhill Area, Flint Ridge No. 3 Block 22, a Subdivision in Adair County, Oklahoma	December 30, 1983	Book 211, Pages 739-44	Adair
23	Bluff View Area, Lots 1 through 260	Supplemental Deed of Dedication and Protective Covenants for Bluff View Area, Flint Ridge No. 3, Block 23, a Subdivision in Adair County, Oklahoma	October 9, 1987	Book 236, Pages 771-81	Adair
24	Links Area, Lots 1 through 328	Deed of Dedication and Protective Covenants for Block 24, Links Area, Flint Ridge No. 2, a Subdivision Located in Adair County, Oklahoma	May 30, 1986	Book 227, Pages 460-68	Adair
25	Muirfield Area, Lots 1 through 322	Supplemental Deed of Dedication and Protective Covenants for the Muirfield Area, Flint Ridge No. 2, Block 25, a Subdivision in Adair County, Oklahoma	October 9, 1987	Book 236, Pages 782-92	Adair

27	Winset Hollow Area, Lots 1 through 48	Supplemental Deed of Dedication and Protective Covenants for Winset Hollow, Flint Ridge No. 4, Block 27, a Subdivision in Adair County, Oklahoma	October 9, 1987	Book 236, Pages 793-03	Adair
28	Indian Springs Area, Lots 1 through 50	Supplemental Deed of Dedication and Protective Covenants for Indian Springs Area, Flint Ridge No. 4, Block 28, a Subdivision in Delaware County, Oklahoma	October 9, 1987	Book 530, Pages 699-708	Delaware
29	Indian Valley Area, Lots 1 through 87	Supplemental Deed of Dedication and Protective Covenants for Indian Valley Area, Flint Ridge No. 4, Block 29, a Subdivision in Delaware County, Oklahoma	June 10, 1988	Book 541, Pages 812-822	Delaware
30	Indian Point Area, Lots 1 through 71	Supplemental Deed of Dedication and Protective Covenants for Indian Point Area, Flint Ridge No. 4, Block 30, a Subdivision in Delaware County, Oklahoma	June 10, 1988	Book 541, Pages 826-838	Delaware
98	Recreational Vehicle Park I, Lots 1 through 109	Deed of Dedication and Protective Covenants for Flint Ridge R.V. Park, a Subdivision in Delaware County, Oklahoma	February 20, 1981	Book 411, Pages 814-833	Delaware
99	Recreational Vehicle Park II, Lots 1 through 373	Deed of Dedication and Protective Covenants for Flint Ridge R.V. Park No. 2, a Subdivision in Delaware County, Oklahoma	August 21, 1981	Book 419, Pages 691-711	Delaware

ARTICLE II DEFINITIONS

The following words when used shall have the following meanings:

- A. "A.C.C." shall mean and refer to the Architectural Control Committee.
- B. "Access Easements" shall mean and refer to a perpetual, non-exclusive easement of access for the purpose of providing a means of ingress and egress to and from, and over and across that portion of land which is encumbered by the "Access Easement" as defined in Exhibit "B" attached hereto.

C. “Areas” shall mean and refer to those particular Areas as defined in Exhibit B hereto and indicated on the recorded Plats which have a specific usage.

D. “Articles of Incorporation” shall mean the organizational documents of the Flint Ridge Property Owners Association, Inc. dated February 12, 1974.

E. “Assessments” shall mean the annual amount, as determined pursuant to Article VIII(C) herein, of the obligation of each Owner to pay to the Association for the purpose described in Article VIII(A) herein. “Assessments” shall also mean the amount of any charge, fee, award, expense or cost specifically provided for herein. “Assessments” shall further mean the amount of any fine or citation imposed by the Association as more specifically described in Article VIII(A)(2). For the purpose of creating Liens, “Assessments” shall include both Assessments and Fees as described in Article VIII(A) herein.

F. “Association” shall mean and refer to Flint Ridge Property Owners Association, Inc.

G. “Board of Directors” shall mean and refer to elected officials as defined in the Articles of Incorporation.

H. “Board Resolutions” shall mean any determinations or actions of the Board of Directors which have been formally passed and recorded in the minutes of a meeting.

I. “Building Permit Application” shall mean the form approved by the A.C.C. for use by Owners or others to request that the A.C.C. issue a Building Permit as described in Article III(B) herein.

J. “Building Permit” shall mean the form approved by the A.C.C. to memorialize the A.C.C.’s formal approval of the Building Permit Application of Owners or others.

K. “By-Laws” shall mean the September 2009 Bylaws of Flint Ridge Property Owners Association, Inc., including all amendments thereto, which are available for review by Owners at the Flint Ridge administrative building by appointment.

L. “Code Enforcement Officer” shall mean the individual employed by the Association to perform inspections prior to issuing Occupancy Permits and to assist the Association in enforcing these Covenants and rules implementing the same.

M. “Common Areas” shall mean and refer to amenities intended to benefit the Association and Owners and which are specifically depicted on the Plats of the Properties, as follows:

1. Administrative Building located across from the Statehood House.
2. Bear Lake (26.9 acres) located in the Bear Lake Area.
3. Clear Creek Park (13.3 acres) located in the Bird Creek Area.
4. Clear Creek Reservoir (18.7 acres) located in the Highland Area.

5. Deer Valley Clubhouse, Golf Course, and Restaurant.
 6. Deer Valley Park located adjacent to the Tennis Courts.
 7. Equestrian Center located in the Wildhorse Area.
 8. Green Belt Areas.
 9. Pine Ridge Clubhouse located in the Pine Ridge Area.
 10. Recreation Complex located adjacent to the Administrative Building.
 11. Recreational Vehicle Park I Common Areas, defined on the recorded Plat as Tract "A", and including a Clubhouse, Laundry Facility, and Bathhouse/Restrooms.
 12. Recreational Vehicle Park II Common Areas, defined on the recorded Plat as Tracts "A", "B", "C", and "D", and including a Clubhouse, Laundry Facility, Bathhouse/Restrooms, Office Building, and Maintenance Storage Building.
 13. River Accesses and Camping Areas within Flint Ridge.
 14. Roads as shown on the Plat of the Properties.
 15. Security monitored gates.
 16. Statehood House located across from the Recreation Complex.
 17. Sycamore Park (101.1 acres) located in the Pine Ridge Area.
 18. Utility Easements and extensions.
 19. Water Plant Site (7.7 acres) located in the Bird Creek Area, subject to that certain Second Amended Lease Agreement between the Association and Flint Ridge Rural Water District for Adair and Delaware Counties, Oklahoma, executed February 20, 2004.
- N. "Covenants" shall mean and refer to this Deed of Dedication and Protective Covenants.
- O. "Deer Valley Golf Course" shall mean and refer to a nine-hole Golf Course located within the Flint Ridge Subdivision.
- P. "Existing Properties" shall mean the Properties described in Article I herein.

Q. “Fairway Lots” shall mean and refer to the following Residential Lots in the Links Area and the Muirfield Areas:

1. The Links Area, Block 24: Lots 53, 55, 56, 57, 58, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 90, 91, 92, 93, 95, 96, 97, 98, 101, 102, 105, 106, and 107.

2. The Muirfield Area, Block 25: Lots 5, 6, 7, 21, 23, 29, 50, 51, 52, 53, 90, 91, 92, 93, 102, 103, 106, 136, 137, 138, and 225.

R. “Fees” shall mean the charges to be paid by Owners and others for use of Common Areas, as described in Article VIII(A)(2) herein.

S. “Flint Ridge Rural Water District for Adair and Delaware Counties” shall mean and refer to that particular entity solely responsible for water service to the Owners, subject to the terms and conditions of that certain Second Amended Lease Agreement between the Association and Flint Ridge Rural Water District for Adair and Delaware Counties, Oklahoma, executed February 20, 2004.

T. “Governing Documents” shall mean and refer to the Articles of Incorporation, these Covenants, the By-Laws, the Standing Rules, and Board Resolutions.

U. “Green Belt Areas” shall mean and refer to certain Tracts of unimproved land as depicted/defined on Exhibit “B” hereto, designated on the Plats and maintained by the Association for the exclusive use of the Owner(s) of Lots, their guests, and invitees for walking and passive recreational activities.

V. “Improvements” shall mean any temporary residences, permanent residences, buildings, structures, sheds, shacks, underground installations, slope alterations, lights, driveways, sidewalks, mail boxes, utility facilities and lines, septic systems, parking areas, fences, screen walls and barriers, swimming pools and related pumps, filters, piping and systems, retaining walls and barriers, stairs, decks, gazebos, shading, plantings, lawns, planted trees and shrubs, playgrounds and all other structures, landscaping or improvements of every type and kind.

W. “Leased Properties” shall mean and refer to those Common Areas under contract by the Association with other entities for the benefit of the Association. A list of current Leased Properties may be reviewed by Owners at the Association office.

X. “Liens” shall mean the personal obligation of the Owner and encumbrance upon the Owner’s Lots as established in Article VIII(B) herein.

Y. “Lot(s)” shall be the land located within the property-line boundaries as may have been numbered or lettered on the recorded Plats of the Properties and as the same may be amended from time to time, but shall not include any of the Common Areas as defined in this Article II(M).

Z. “Manufactured Home” shall mean a residential dwelling built in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C., Section 5401 *et seq.*, as amended.

AA. “Member” shall mean and refer to all those Owner(s) who are Members of the Association as provided in Article VI(A) herein.

BB. “Mutual Access (M/A) Easements” shall mean and refer to those particular areas of land, as defined in Exhibit “B” shown on the recorded Plat of the Property as “M/A,” as a means of access over and across the Lots burdened by those Mutual Access Easements.

CC. “Occupancy Permit” shall mean the form of document approved by the A.C.C. for use by the Code Enforcement Officer to memorialize the results of an inspection by the Code Enforcement Officer that determines that Owners have properly complied with the requirements of a Building Permit and that a residence may be occupied.

DD. “Owner(s)” shall mean and refer to the record Owner(s) of the title to any Residential Lot or Recreational Vehicle Lot, 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 contract), unless and until such person has acquired the entire title and ownership of such Residential Lot or Recreational Vehicle Lot pursuant to foreclosure or proceeding in lieu of foreclosure.

EE. “Pedestrian Access Easements” shall mean and refer to those areas of land, as defined in Exhibit “B” hereto, where only foot traffic such as, walking, hiking or jogging, with no motorized vehicles of any make, shape, or kind whatsoever, shall be permitted or used thereon.

FF. “Plats” shall mean those surveys and plats, as contemplated by Title 11 O.S. Section 41-101, *et seq.* and recorded in the offices of the Clerks of Delaware and Adair Counties, as the case may be, which describe and formally lay out the Properties listed in Article I herein.

GG. “Private Roadways” shall mean and refer to all means of access to, from, and over the Properties which are not dedicated for use by the general public.

HH. “Proposed Addition” shall mean real property that the Association contemplates adding to the Properties through the process described in Article V(B) herein.

II. “Property(ies)” shall mean and refer to the Residential Lots, Recreational Vehicle Lots, and Common Areas more particularly described in Article I and Exhibit “B” hereto.

JJ. “Recreational Vehicle” shall mean every vehicle which is built on or permanently attached to a self-propelled motor chassis or chassis cab which becomes an integral part of the completed vehicle and is capable of being operated on the highways. In order to qualify as a Recreational Vehicle, such vehicle shall be permanently constructed and equipped for human habitation, having its own sleeping and kitchen facilities, including permanently affixed cooking facilities, water tanks and holding tank with permanent toilet facilities. Recreational Vehicle shall not include Manufactured Homes or any Vehicle with portable sleeping, toilet and kitchen facilities which are designed to be removed from such Vehicle.

KK. “Recreational Vehicle Lot(s)” shall mean and refer to those Lots situated in the Recreational Vehicle Parks and which shall be subject to the restrictions specific to such Lots set forth in Article IV(C) herein.

LL. “Recreational Vehicle Parks” shall mean and refer to Block 98, Recreational Vehicle Park I, Lots 1 through 109 and Block 99, Recreational Vehicle Park II, Lots 1 through 373, as described in Article I herein.

MM. “Residential Lot(s)” shall mean and refer to those Lots so designated in this Article I, but shall not include those Lots situated in the Recreational Vehicle Parks.

NN. “Roads” shall mean and refer to dedicated means of ingress and egress to and from, and over and across, the Properties, as more particularly described in Exhibit “B” hereto.

OO. “Special Assessments” shall mean and refer to any levy on the Owners and Members for the cost of any new construction or additional capital improvements upon the Common Areas and which has been approved by the Members as required by Article VIII(E) herein.

PP. “Standing Rules” shall mean and refer to the “Standing Rules” adopted and amended by the Board of Directors from time-to-time and available for review at the administrative office of the Association and on the Association’s website.

QQ. “Temporary Permit” shall mean and refer to the discretionary approval by the A.C.C., as provided in Article III(G) herein, for placement of Travel Trailers and/or Recreation Vehicles upon Residential Lots during construction pursuant to a Building Permit.

RR. “Tracts” and/or “Reserved Tracts” shall mean and refer to those particular Tracts of land, as defined in Exhibit “B” hereto, and indicated on the Plat(s) that have either a specific usage or are reserved for future use by the Association.

SS. “Travel Trailer” shall mean any vehicular portable structure, including a camper trailer or the like, built on a chassis, used as a temporary dwelling for travel, recreational or vacation use, and, when factory-equipped for the road, it shall have a body width not exceeding eight (8) feet and an overall length not exceeding forty (40) feet, including the hitch or coupling.

TT. “Utility Easements” shall mean and refer to those easements and Areas of land so designated on the Plat(s) of the Properties.

UU. “Vehicle(s)” shall mean any type of conveyance or device in, upon or by which a person or property is or may be transported from one location to another upon the avenues of public access within the State. “Vehicle” includes Recreational Vehicles, Travel Trailers, boats, boat trailers, tractor trailers, semi-trailer, other types of rental trailers, commercial or non-commercial trailers and ATVs. “Vehicle(s)” does not include bicycles or other non-motorized form of transportation or implements of husbandry.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

A. The A.C.C. shall be appointed by a majority vote of the Board of Directors and shall serve at its leisure. The A.C.C. shall have a minimum of three (3) members.

1. Except for restrictions set out in Article III(F) herein, the A.C.C. has the power to modify or vary any restriction on the use and enjoyment of Properties within its authority by giving its written approval, signed by a majority of the A.C.C. members, acknowledged and recorded in the applicable County Clerk's office.

2. In the event of a death, removal, or resignation of any Member previously serving on the A.C.C., the Board of Directors shall have the power to replace such Member.

3. Members of the A.C.C. may be entitled to compensation for services if approved by the Board of Directors.

B. No Improvement shall be constructed, moved upon or permitted to remain upon any Residential Lot or Recreational Vehicle Lot without prior written A.C.C. approval of a Building Permit Application. Building Permits will be issued only after written approval by a Code Enforcement Officer.

1. The A.C.C. shall have up to thirty (30) days within which to approve, reject, or modify a Building Permit Application submitted by any Owner. If the A.C.C. fails to approve, reject or modify a Building Permit Application submitted by an Owner within thirty (30) days, the Building Permit Application will be deemed approved.

2. The A.C.C. shall not unreasonably withhold its approval of a Building Permit Application. If the A.C.C. rejects a Building Permit Application or requires any amendment, the Owner or other person(s) submitting the Building Permit Application shall be obligated to satisfy the A.C.C. objections before a Building Permit will be issued. After approval has been obtained, no change in the Building Permit shall be made without obtaining written approval of the A.C.C. The A.C.C. shall act upon any resubmitted Building Permit Application within thirty (30) days.

3. A Building Permit will have a maximum duration of one hundred eighty (180) days. At its discretion, the A.C.C. may allow one (1) Building Permit extension of one hundred eighty (180) days.

4. An Occupancy Permit must be issued by the Code Enforcement Officer before a primary residence on a Residential Lot may be occupied.

C. The square footage of all Improvements must be calculated by using the exterior dimensions under roof. Minimum square footage for primary residences is 1200 square feet. Exceptions to the 1200 square feet minimum are as follows:

1. BLOCK 0, Cottage Area: Minimum of 900 square feet.

2. BLOCK 24, Links Area and BLOCK 25, Muirfield Area New homes: Minimum of 1500 square feet.

3. BLOCK 28, Indian Springs Area, BLOCK 29, Indian Valley Area: and BLOCK 30, Indian Point Area: Minimum of 1000 square feet, and are restricted to Manufactured Homes.

D. No Improvement of any kind shall be located nearer than the front setback line of twenty-five (25) feet unless otherwise specified on the applicable Plat. Side and rear setbacks are as follows, when not otherwise specified on the applicable Plat:

1. BLOCK 0: SIDE 5 feet, REAR 10 feet. Existing exceptions as of [DATE] shall be granted a variance by the A.C.C.
2. BLOCKS 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15: SIDE 15 feet, REAR 25 feet.
3. BLOCKS 16, 17, 18, 19, 20, 21, and 22: SIDE 15, REAR 15 feet.
4. BLOCK 23: SIDE 5 feet, REAR 10 feet.
5. BLOCK 24, Fairway Lots: as approved by the A.C.C. on a Lot-by-Lot basis, and in accordance with any further restrictions set forth in Exhibit "B" hereto.
6. BLOCKS 25 and 27: SIDE 5 feet, REAR 10 feet.
7. BLOCKS 28, 29, and 30: SIDE 5 feet, REAR 10 feet. Because of the flat open terrain in Block 28, Indian Springs Area, the A.C.C. has the authority to require Improvements to be placed at various angles to provide character to the Indian Springs Area and approval shall be on a lot-by-lot basis.
8. BLOCK 98 (Recreational Vehicle Park I) and BLOCK 99 (Recreational Vehicle Park II): No nearer than the front set back lines as shown on the Plat of the Recreational Vehicle Park, which are SIDE 10 feet, REAR 10 feet.

E. With the exception of metal signs or marquees installed by the Association, no Improvement of any kind shall be built below 860 feet mean sea level.

F. With respect to any Residential Lot which either adjoins or is adjacent to Clear Creek Reservoir located in the Highland Area, Block 6, or Bear Lake located in the Bear Lake Area, Block 1, no Improvement shall be located or built nearer than 100 feet from the shore line of said Lake and Reservoir shown on the Plat or beyond the building setback lines for Clear Creek Reservoir as shown on the Plat. Under no circumstances shall this restriction be waived or modified to permit said minimum distances to be shortened.

G. Prior to issuance of a Building Permit by the A.C.C., no Vehicles, objects or materials of any kind may be placed upon any Residential Lot. However, the A.C.C. shall have the authority, but shall not be obligated, to issue Temporary Permits to allow Travel Trailers and Recreational Vehicles to be located upon a Residential Lot during construction. The time period for all Temporary Permits shall be determined by the A.C.C.

H. A Building Permit approved by the A.C.C. is required prior to installation of any Manufactured Home on a Residential Lot.

1. Manufactured Homes shall be permanently affixed and must be connected to an Oklahoma Department of Environmental Quality approved septic system.
2. Manufactured Homes are only allowed on the following Residential Lots and no other:
 - a. Block 3, Hidden Valley Area, Lots 2, 5, 9, 10, 13, 15, 23 through 52, and 60 through 92.
 - b. Block 10, Stone Ridge Area, Lots 22 through 46, 62 through 76, 80 through 112, and 115 through 118.
 - c. Block 16, Walnut Hill Area, Lots 24, 25, 26, 30, 31, 32, 43, 45, 46, 53, 56 through 85, 89 through 91, 94, 95, 98, 99, 100, 110, 112 through 123, 132 through 199, 205 through 207, 210 through 228, and 234.
 - d. Block 17, Berry Hill Area, Lots 4 through 53, 57, 58, 62 through 66, and 72 through 104.
 - e. Block 28, Indian Springs Area, Lots 1 through 50.
 - f. Block 29, Indian Valley Area, Lots 1 through 87.
 - g. Block 30, Indian Point Area; Lots 1-71.

I. Residential Lots shall only be used or occupied for one single-family residence per Lot. Any other use is strictly prohibited.

J. Duties, Prohibitions and Restrictions on the use and enjoyment of Residential Lots and Recreational Vehicle Lots:

1. No commercial or industrial enterprise, business, or activity shall be conducted on any Residential Lot or Recreational Vehicle Lot, or in any structure located upon any such Lot, except:
 - a. Private garage sales or yard sales are not permissible. Garage sales and yard sales are permissible only in a community-wide effort under the approved guidelines set forth by the Board of Directors.
2. No Residential Lot or Recreational Vehicle Lot shall be used for storage or warehousing purposes as it relates to any article, object or item whatsoever except:
 - a. Portable storage containers, including but not limited to “Pods®”, are permissible but shall not be situated on any Lot for a period longer than two (2) weeks unless approved by the Association.
3. Vehicles may be stored on a Residential Lot or a Recreational Vehicle Lot only under these conditions:

- a. All Vehicles must be properly tagged; i.e., bear a current State license and inspection certificate if required by State law.
 - b. Vehicles shall not be used as a primary residence while parked or stored on a Residential Lot.
 - c. Recreational Vehicles parked or stored on a Recreational Vehicle Lot can be used as a temporary or permanent residence in accordance with Article IV of these Covenants.
 - d. Vehicles may never be stored on any Roads within a Common Area.
 - e. Tractor trailers, semi-trucks and commercial trailers may never be stored or parked on a Residential Lot or Recreational Vehicle Lot.
4. Excessive noise that intrudes upon the peaceful enjoyment of an Owners' Property is not permitted. No obnoxious activity or activity shall be permitted.
 5. No outdoor lavatory or outdoor toilet facilities shall be built or permitted on any Residential Lot or Recreational Vehicle Lot. Temporary or portable sanitation facilities may be authorized in writing at the sole discretion of the A.C.C.
 6. Water wells shall not be drilled or maintained on any Residential Lot or Recreational Vehicle Lot.
 7. Exterior lighting, except temporary seasonal decorative lighting, and low voltage lighting, is limited to non-glare bulbs or shielded fixtures.
 8. Outdoor swimming pools are permitted but must be fenced. Screen walls shall be used to keep swimming pool ancillary equipment out of view of adjoining Owners and anyone traveling on Roads.
 9. Upon application to and approval by the A.C.C., outside electronic reception devices, other than small satellite dishes, shall be confined to the backyard, with sufficient fencing or screen walls to keep out of view of adjoining Owners and anyone traveling on Roads.
 10. Excavations, mining of stones, gravel, earth, minerals, petroleum or petroleum products shall not be permitted except for foundations, walls, basements, cellars and swimming pools pursuant to Building Permit issued by the A.C.C.
 11. Each Residential Lot and Recreational Vehicle Lot shall be kept and maintained by the Owner(s) free of any accumulation of trash, rubbish, noxious weeds, garbage or debris of any kind whatsoever. All structures, landscaping and Improvements shall be maintained in good condition and in good repair at all times.
 - a. Garbage and trash cans shall be concealed from view of any Roads, except within twenty-four (24) hours of curbside collection.

b. No Owner(s), his or her agents or employees are allowed to burn or dispose of trash or garbage within the Properties. However, debris such as trees, limbs or brush may be disposed of at locations designated in accordance with the Governing Documents or approved by the Association.

12. No wild animals, livestock, or poultry of any kind are to be housed or penned on any Residential Lot or Recreational Vehicle Lot. Dogs, cats or other domestic pets are not permitted to run unattended. Kennels for commercial purposes are prohibited. There shall be a limit of four (4) pets total per Residence. Owners shall take the responsibility for and shall be accountable for spaying and neutering their pets.

13. No sign or other advertising of any kind shall be displayed to public view on any Residential Lot or Recreational Vehicle Lot, except:

a. Signs used to advertise Lot(s) for sale not to exceed two (2) feet by two (2) feet. Such signs must be removed within two (2) weeks following the closing of the sale.

b. A sign not to exceed twelve (12) inches by eighteen (18) inches showing the name and address of the Owner shall be permitted.

14. No tree having the diameter of three (3) inches or more, measured from twelve (12) inches above the ground level, shall be cut down or removed from any Lot in Flint Ridge except as follows:

a. As approved by the A.C.C., including through the issuance of a Building Permit; or

b. As removed by the Association for the purpose of prohibiting an obstruction at any road intersection in the Common Areas or prohibiting the unreasonable obstruction of the view from any Lot.

15. No fences of any kind will be permitted upon any Residential Lot whose boundary lines either adjoins or are adjacent to either Bear Lake or Clear Creek Reservoir. The A.C.C. shall establish the location and type of fences permitted to be built upon any Residential Lot or Recreational Vehicle Lot.

K. Limitation on Liability:

1. The A.C.C. shall not be liable for any approval, disapproval, or failure to approve an Occupancy Permit, a Building Permit Application or other permit application.

2. The A.C.C.'s approval, disapproval or failure to approve an Occupancy Permit, a Building Permit Application or other permit application shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or failure to approve an Occupancy Permit, a Building Permit Application or other permit application shall also

not be deemed a waiver of any restriction in these Covenants, unless the A.C.C. is authorized herein to grant the particular waiver.

3. The A.C.C. shall not be liable for any personal or property damage resulting from a variance or modification of a restriction on Properties granted by the A.C.C. to any Member.

L. Other Duties, Prohibitions and Restrictions:

1. Only boats powered by 5 h.p. or less shall be allowed on Bear Lake or Clear Creek Reservoir. No swimming, wading, detrimental use or similar activity shall be permitted in Clear Creek due to its use as a storage reservoir for the human consumption of water.

2. The Association shall be entitled to enforce these provisions which shall include, without limitations, assessing fines or citations for violation(s), obtaining injunctions and restraining orders, and enclosing such reservoir with a fence, if necessary, to preserve and protect such use.

3. No structures or Improvements may be erected by Owners upon or placed within either the Mutual Access (M/A) or Utility Easements as shown on the Plats.

a. The Association reserves a perpetual right to locate, construct, erect and maintain, or cause to be located, constructed, erected, and maintained in and on the Areas such utilities identified on the Plat as "U/E" ("Utility Easements") as the Association deems necessary or appropriate.

b. Any public utility company providing or furnishing electricity, telephone or gas, may be granted a perpetual right and easement to locate upon any Residential Lot, Recreational Vehicle 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 the Plat, together with the right of ingress and egress thereto for the purpose of construction, repairing, maintaining, or replacing of the same.

4. In the event that an Owner of a Residential Lot or a Recreational Vehicle Lot leases their residence or Lot, the Owner has an affirmative duty to notify the tenant of the existence of the Association and the terms and conditions of the Covenants. The Owner shall provide a copy of the Covenants to the tenant. The Owner shall insure that the tenant complies with the Covenants and requirements herein and shall provide the Association with the name and phone number of the tenant and the address where the Owner can be contacted should any problems regarding compliance with the Covenants or other requirements set forth herein occur. All Owners of Residential Lots and Recreational Vehicle Lots acknowledge that he or she is aware that compliance with the terms and conditions of the Covenants is the Owner's ultimate responsibility regardless of any agreement between the Owner and the tenant and any action or inaction on the part of the tenant.

**ARTICLE IV
RECREATIONAL VEHICLE LOTS**

- A. All Recreational Vehicle Lots are subject to the Governing Documents.
- B. No Owner may place a Recreational Vehicle or Travel Trailer on any Recreational Vehicle Lot without first obtaining the prior approval of the A.C.C., which shall not be unreasonably withheld. All such Recreational Vehicles or Travel Trailers must be properly tagged, i.e., bear a current State license and inspection certificate, if required by State law.
- C. In addition to those duties, prohibitions and restrictions set forth in Article III herein, additional restrictions specific to the Recreational Vehicle Lots are:
1. Recreational Vehicles can be used on any Recreational Vehicle Lot as either a temporary or permanent residence in accordance with the terms and conditions of these Covenants.
 2. Manufactured Homes shall not be placed upon any Recreational Vehicle Lot at any time.
 3. Recreational Vehicles or Travel Trailers may be affixed to a Recreational Vehicle Lot only in compliance with the approved A.C.C. Guidelines.
 4. Any affixed structure or structural Improvement to a Recreational Vehicle Lot must be approved by the A.C.C.
 5. There shall be no more than one (1) Recreational Vehicle or Travel Trailer permitted on any Recreational Vehicle Lot at any time.

**ARTICLE V
EXISTING PROPERTIES AND PROPOSED ADDITIONS**

- A. Existing Properties.
1. The Existing Properties that shall be held, transferred, sold, conveyed and occupied subject to these Covenants shall be referred to as the “Existing Properties.”
- B. Proposed Additions to the Existing Properties.
1. The Association shall have the right to bring within the purview of the Association and the Common Areas additional properties.
 2. Proposed additions to the Existing Properties shall contain:
 - a. A general indication of size and location of additional development stages and proposed land uses in each;
 - b. The approximate size and location of Common Areas for each stage;

- c. The general nature of proposed common facilities and Improvements;
 - d. A statement that the Owners of Residential Lots or Recreational Vehicle Lots within the Proposed Additions, if accepted as Properties, shall become subject to these Covenants and to Assessment as determined by the Association;
 - e. The cost of any Proposed Addition to the Association; and
 - f. Each such Proposed Addition may contain specific restrictions, as may be necessary, to reflect the different character of the additional properties.
2. Acceptance of any Proposed Addition as Properties shall require approval by a two-thirds (2/3rds) vote of the Members of the Association.
- a. Any accepted Proposed Addition shall be memorialized by recording an amendment to these Covenants in the appropriate counties.

**ARTICLE VI
PROPERTY OWNERS' ASSOCIATION**

A. Membership.

1. Membership in the Association shall be mandatory for each Owner of a Residential Lot or Recreational Vehicle Lot. Membership may not be separated from the ownership of the Lot. Acceptance of a deed to a Lot shall constitute acceptance of membership to the Association.

B. Covenant for Assessments and Fees.

1. The Owner of each Lot, subsequent to becoming a Member of the Association, covenants and agrees to pay the Association any and all applicable Fees and Assessments as more fully set forth in Article VIII herein. Fees and Assessments shall be mandatory to each Owner.

C. Voting Rights.

1. Except as set forth herein, voting rights of all Members of the Association shall be prescribed by the Governing Documents.

2. Votes may only be cast by Members, as defined in this Article VI(A), who are in good standing in accordance with the Governing Documents.

3. At any annual or special meeting of the Association, a Member in good standing shall be entitled to one (1) vote for each Lot for which he or she holds recorded title.

- a. When more than one person holds recorded title to the same Lot, the vote pertaining to the same Lot shall be determined among the recorded Owners

themselves. If the Owners cannot agree on how to cast the vote, such vote shall not be counted by the Association.

b. In no event shall more than one (1) vote be cast with respect to each Lot.

D. Water Service, Water Standby Fees and Water Connection Fees.

1. These shall be solely governed by the Flint Ridge Rural Water District for Adair and Delaware Counties, its successors and assignees. The Association shall have no responsibility or obligation, monetary or otherwise, for water service, water standby fees and connection fees as it relates to any Lot purchased by any person(s) or Owner(s).

**ARTICLE VII
PROPERTY RIGHTS IN THE COMMON AREAS**

A. Association Responsibility For Common Areas.

1. All Roads, specifically excluding Private Roadways, shall be maintained at the Association's cost to provide ingress to and egress from the Lots on a year round basis.

2. The Association shall have jurisdiction over and maintain at the Association's cost, all Green Belt Areas, Common Areas, and easements as defined in Exhibit "B" hereto.

B. Title to Common Areas.

1. The Association shall retain legal title to the Common Areas. The Association shall abide by the Governing Documents with respect to the Common Areas.

C. Members' Right of Quiet Enjoyment.

1. Every Member, his lessee, guests and invitees, shall have the non-exclusive and irrevocable right of quiet enjoyment and use of the Common Areas for as long as Owner(s) holds record title to the Residential Lot or Recreational Vehicle Lot, is in good standing, and is not in default. Such right of quiet enjoyment shall pertain to and shall pass with title to every Residential Lot and Recreational Vehicle Lot; subject, however, to the reasonable use restrictions as may be imposed by the Association and the duty to pay Assessments and Fees as provided for in Article VIII.

D. Limitations upon Members' Right of Quiet Enjoyment.

1. Members' right of quiet enjoyment and use created hereby shall be subject to the Governing Documents and the following:

- a. The Association may, in its sole discretion, enter into loan transactions with reputable commercial lenders for the purpose of improving the Common Areas and may encumber the Common Areas for this purpose; and
- b. The Association may take such steps as are reasonably necessary to protect the Common Areas from foreclosure; and
- c. The Association may suspend the rights of quiet enjoyment and use of any Member for any period of time during which said Member's assessment and/or dues remains unpaid; and
- d. The Association may charge a fee as determined in its sole discretion for the use of the Common Areas; and
- e. The Association may enter into management or service agreements for the management of the Common Areas; and
- f. Excluding easements which may be granted upon Common Areas without notice to the Members, the Association may dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such municipal, governmental and/or non-commercial purposes, subject to such conditions as may be agreed by the Members and
 - i. Provided that no such dedication or transfer by the Association shall be effective unless written notice of the proposed agreement is mailed to every Member at their address on file with the Association at least ninety (90) days in advance of any action to be taken; and
 - ii. Provided that 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 (2/3rds) majority of the Members who are in good standing and entitled to vote, as defined in the Governing Documents, and is duly recorded in the offices of the appropriate County Clerks, agreeing to such dedication and transfer; and
 - iii. Burdens on title to and use of the Properties that preceded incorporation of the Association or that were lawfully imposed by the Association.

**ARTICLE VIII
ASSESSMENTS, FEES AND LIENS**

A. Purpose of Assessments and Fees.

1. The Assessments and Fees created, imposed or levied by the Association shall be used for promoting the recreation, health, safety, security and welfare of the Owners and, in particular, for the betterment, maintenance, and operation of the Common Areas. Assessments and Fees include but are not limited to, payment of taxes and insurance on the Common Areas and the addition, repair or replacement of existing Improvements associated with the Common Areas.

2. Assessments and Fees also include fines or citations created, imposed or levied by the Association for violations of any provision of these Covenants or any reasonable rules and regulations relating to the use of the Common Areas that the Association may create from time-to-time. The Association is expressly authorized to create such rules and regulations to promote the recreation, health, safety, security and welfare of the Owners to the extent not inconsistent with any provision in these Covenants. The Association, in its discretion, may promulgate and publish reasonable rules and regulations in the Governing Documents, as well as establish and determine reasonable fines and citations for the violation thereof.

3. Fees may be charged for use of the Common Areas for limited purposes over and above the Assessments charged.

4. No Assessments or Fees shall be used for capital improvements or expenditures related to the construction or creation of new Improvements with a cost in excess of \$10,000 unless approved by a two-thirds (2/3rds) vote of the Members pursuant to Article VIII(E), herein.

5. Special Assessments as are fixed and established pursuant to Article VIII(E).

6. Fees may be used to purchase Lots for the benefit of the Association, whether through judicial foreclosure, auction, private sale or settlement of litigation if the purchase is related to a Lien or debt owed to the Association.

B. Creation of the Lien and Personal Obligation of Assessments.

1. Each Owner of any Residential Lot(s) or Recreational Vehicle Lot(s) by acceptance of a deed, whether or not it shall be so expressed in any such deed, agrees to pay to the Association:

a. Assessments and Fees as provided herein and in the Governing Documents; and

b. Late Payment and Interest: Any Assessment(s), including Special Assessment(s), and/or Fees which is not paid when due shall be

delinquent. If the Assessment(s), including Special Assessment(s), and/or Fees is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the highest rate allowed by law.

2. Subject to Article VIII(J), each Assessment, Fee and/or Special Assessment, including interest, shall be a charge and a continuing Lien on each Residential Lot(s) and Recreational Vehicle Lot(s) until such Assessment, Fee and/or Special Assessment is paid in full.

3. Subject to Article VIII(J), each such Assessment, Fee and/or Special Assessment, together with interest and cost of collection shall also be the personal obligation of the person who was the Owner(s) of such Residential Lot(s) or Recreational Vehicle Lot(s) at the time when the Assessment, Fee and/or Special Assessment became due. The Lien for the entire amount due shall be effective as of the due date.

C. Determination of Assessments.

1. Prior to the starting date of each fiscal year, the Board of Directors of the Association, after consideration of current costs and future needs, shall establish an annual budget and shall calculate Assessment(s) against each Residential Lot(s) and each Recreational Vehicle Lot(s). However and subject to Article VIII(J), Lots owned by the Association and Lots exempt from ad valorem taxation shall not be included in the determination of Assessments. This method of determining Assessments shall also apply to all Residential Lot(s) and Recreational Vehicle Lot(s), including Proposed Additions which are accepted as Properties. The Assessments shall equal the proposed annual budget. The Assessments shall be in accordance with Article VIII(D) herein.

D. Fiscal Year and Due Dates for Assessments.

1. The fiscal year of the Association shall be January 1 to December 31. Subject to Article VIII(J), the Assessment(s) against each Owner and his Residential Lot(s) or Recreational Vehicle Lot(s) provided for in Article VIII(C) herein, shall be due and payable in twelve (12) equal monthly payments on the first day of each month during the fiscal year. The monthly payments of Assessments shall be paid on the first day of each month and shall be delinquent if not paid by the 10th of the month in which it is due.

E. Special Assessment for Capital Improvements.

1. In addition to the Assessment(s) authorized by Article VIII(C), the Board of Directors may levy a Special Assessment for the purpose of:

a. Defraying, in whole or in part, the cost of any new construction or additional capital improvement(s) upon the Common Areas, including the necessary fixtures and personal property related thereto, and;

b. The total of all Special Assessments shall equal the total cost of new construction or additional capital improvements upon Common Areas; and

c. Provided that such Special Assessment(s) shall require the assent of two-thirds (2/3rds) of the votes of the Members who are voting in person or by proxy at a special meeting of the Members duly called for this purpose, and;

d. Written notice of proposed Special Assessment(s) shall be sent to all Members at least thirty (30) days in advance to consider same and shall set forth the purpose of the meeting, and;

e. The due date of any Special Assessment(s) shall be fixed in the Resolution authorizing such Special Assessment(s).

F. Quorum for any Action Authorized under Article VIII(E).

1. The quorum required for any action shall be as follows:

a. At the first special meeting called, the presence of Members or of proxies entitled to cast two-thirds (2/3rds) of all the votes of the membership shall constitute a quorum.

2. If the required quorum is not forthcoming at any special meeting, another special meeting may be called, subject to the notice requirement set forth and the required quorum at any such subsequent special meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent special meeting shall be held more than sixty (60) days following the preceding meeting.

G. Duties of the Board of Directors and Association Pertaining to Assessments.

1. The Board of Directors shall, at least thirty (30) days in advance of the beginning of a new Fiscal Year, prepare a roster of the Properties and the Assessments(s) applicable, which shall be kept in the office of the Association, and shall be open to inspection by any Owner in good standing, and shall at that time fix the amount of the Assessment, in accordance with the Covenants, against each Residential Lot(s) and Recreational Vehicle Lot(s) for the next fiscal year.

2. Written notice of the total Assessment(s) and the amount of each monthly Assessment(s) payment shall be sent to every Owner prior to the new fiscal year. This notice must be sufficient to inform each Owner of his or her monthly Assessment(s) payment and no further notices are necessary for that fiscal year.

3. The Association shall, upon demand at any time, furnish to any Owner, any mortgagee, or prospective Owner or mortgagee liable for said Assessment(s), a certificate in writing signed by an officer of the Association, setting forth

whether said Assessment(s) have been paid. Such certificate shall be conclusive evidence of payment of any Assessment(s) stated to have been paid.

H. Effect of Non-Payment: The Personal Obligation of the Owner; The Lien; and Remedies of the Association.

1. If an Assessment or Fee is not paid on the date when due, such Assessment or Fee shall become delinquent, and together with such interest and cost of collection shall become a continuing Lien on the Property(ies), which shall bind such Property(ies) in the hands of the delinquent Owner(s), his heirs, successors, devisees, personal representative(s) and assigns, and shall become the personal obligation of the delinquent Owner(s) as of the delinquency date until such Assessment is paid.

2. If the Assessment or Fee is not paid within thirty (30) days after the delinquency date, the Assessment established by the Association shall bear interest from the date of delinquency at the highest rate allowed by law.

3. The Association may bring an action against the Owner(s) personally obligated to pay the Assessment or Fee or to foreclose the Lien against the Residential Lot(s) or Recreational Vehicle Lot(s), as more fully set forth in Article IX(D) herein.

I. Exempt Property.

1. The following Property, subject to these Covenants, shall be exempt from the Assessments, Fees, and Liens created herein:

- a. All Properties to the extent of any easement or other interest dedicated and accepted by the local public authority and devoted to public use, and;
- b. All Common Areas as defined in Article II(M) herein;
- c. All Utility Easements;
- d. All Lots owned by the Association; and
- e. All Lots exempt from ad valorem taxation.

J. Developer Contracts

1. To promote the development of Lots or Common Areas owned by the Association, the Association may contract with a developer(s) for a maximum Assessment to be paid by the developer(s) until each developer-owned or contracted Lot is sold to a third party. The Association is authorized to waive the total of all Assessment(s) attributable to developer-owned or contracted Lots which are in excess of maximum Assessment(s) contracted with a developer(s).

**ARTICLE IX
GENERAL PROVISIONS**

A. Duration.

1. The restrictions set forth in these Covenants shall run with the land and shall be binding upon all Owners, their heirs, successors, devisees, personal representative(s) and assigns, and all parties claiming under them, for a period of ten (10) years after the effective date of this document, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless amended, revised or terminated as hereinafter provided.

B. Amendment.

1. The Owners reserve the right to amend, revise and/or terminate any one or more of the protective covenants contained herein in the following manner:

a. An instrument duly executed, acknowledged and recorded in the offices of the County Clerks of the applicable counties by the then Owner(s) of two-thirds (2/3rds) of the Lots approving the change of said Covenants in whole or in part;

b. Provided, however, that no such approval to amend, revise and/or terminate the Covenants shall be effective unless made and recorded within one (1) year in advance of the effective date of such change, and unless written notice of the proposed change is mailed Certified Mail, Return Receipt Requested, to the last known address on file at the Association of every Owner at least ninety (90) days in advance of any action taken.

2. In the event that the receipt for the certified letter is returned to the Association by the Member, but there is no other response from the Member and the Member does not cast a vote by mail, proxy, or in person, the Association may deem the Member's vote(s) to be in favor of the proposed amendments.

3. In the event that the certified letter is returned to the Association as undeliverable, address unknown, the Association may deem the Member's vote(s) to be in favor of the proposed amendments.

C. Notices.

1. Any notice required to be sent to any Member or Owner under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person whose name appears as a Member or Owner on the records of the Association at the time of such mailing.

D. Enforcement.

1. Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as an Owner, of these

Covenants and the restrictions, prohibitions and duties set forth herein, and shall have the right to enforce same to the same extent as an Owner.

2. Following approval of any Building Permit Application, the A.C.C. shall have the right during reasonable hours to enter upon and inspect any Lot to determine whether or not the Owner is in compliance with the Building Permit.

3. Should the A.C.C. determine that an Owner is not in compliance with a Building Permit or that construction has commenced without prior approval of a Building Permit Application, the A.C.C. may recommend to the Association, and the Association may (on its own motion with or without the recommendation of the A.C.C.) take any of the following actions:

a. Require the Owner to remove the Improvement and restore the Lot to its condition before any such work and require the Owner to construct the Improvement in conformance with the Building Permit, all at the Owner's expense.

i. If the Owner fails or refuses to comply, the Association shall have the right and power to seek appropriate injunctive relief and all other remedies at law or equity from a court of competent jurisdiction. In any such equitable or legal action against an Owner, the Association shall be entitled to an award its attorneys' fees and costs incurred in bringing the action.

ii. Alternatively, if the Owner fails or refuses to comply, then the Association may perform the work on behalf of the Owner and at the Owner's expense, which shall be an Assessment against the Owner; or

b. Permit the A.C.C. to ratify the actions taken by the Owner, and the A.C.C. may (but shall not be required to) condition such ratification upon the same conditions which the A.C.C. may impose in its discretion upon the giving of its prior consent under this Article.

4. The Association or its duly authorized agents shall have the rights, upon reasonable notice, at any time and from time to time following violation or breach of these Covenants (a) to enter upon the Lot where said violation or breach exists and summarily abate and remove, at the expense of the Owner thereof, any Improvement, object or condition that may be or exist there contrary to the intent and meaning of these Covenants (including without limitation, the care and maintenance of landscaping and lawns, care and maintenance of Improvements, removal of trash and debris, removal of dirt from Roads resulting from construction activity and abatement of nuisances, removal or relocation of signs); (b) to remove from the Common Areas any Improvements, parked Vehicles, Recreational Vehicles or other property located thereon in violation of these Covenants; and (c) to institute an action at law or in equity against the Owner who has violated or attempted to violate any of the provisions of these Covenants, to enjoin them

or prevent them from doing so, to cause the violation to be remedied and to recover damages for the violation.

5. If, pursuant to this Article IX(D), the duly authorized agents of the Association enter upon any Lot or Common Areas for the purpose of abating or removing any violation or breach of these Covenants, neither the person entering nor the person directing the entry shall be deemed liable for any manner of trespass for such action.

6. The Association may, in its sole discretion, bring an action at law or in equity against any Owners(s) to recover any past due and delinquent Fees and/or Assessments that the Owners(s) are personally obligated to pay. The Association may also, in its sole discretion, foreclose any Lien for unpaid Fees and/or Assessments against any Lot so encumbered. The foreclosure of any such Lien shall be with or without appraisal at the election of the Association.

7. In any equitable or legal action by the Association against an Owner the Association shall be entitled to an award of its attorneys' fees and costs incurred in bringing the action.

E. Waiver.

1. The failure by the Association, an Owner or their successors in title to enforce any given restriction or covenant contained herein, or conditions at any time, or from time to time, shall not be deemed a waiver or relinquishment of any right or remedy to do so thereafter, nor shall such failure constitute a modification of any restriction or covenant set forth herein.

F. Association Lots.

1. No Lot(s) owned by the Association will be sold or transferred by the Association until the front corners have been staked and measured by a licensed surveyor.

G. Severability.

1. These Covenants, together with the Governing Documents and exhibits attached hereto and incorporated by reference, shall be construed as a single document, and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein shall not serve to render the balance of this instrument void, or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned.

[FORMAL EXECUTION]

EXHIBIT A

<u>No.</u>	<u>Instrument Name</u>	<u>Recordation Date</u>	<u>Book/Page No.</u>	<u>County of Recordation</u>
1	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision in Delaware County, Oklahoma	January 18, 1974	Book 263, Pages 274-308	Delaware
2	Vacation of Plat	April 10, 1974	Book 326, Pages 92-94	Delaware
3	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision in Delaware County, Oklahoma	April 10, 1974	Book 263, Pages 320-363	Delaware
4	Deed of Dedication and Protective Covenants for Flint Ridge No. 1 – Amended, a Subdivision Delaware County, Oklahoma	N/A	Book 263B, Pages 572-578	Delaware
5	Second Amendment to Protective Covenants for Flint Ridge No. 1 – Amended, a Subdivision in Delaware County, Oklahoma	March 7, 1978	Book 369, Pages 662-665	Delaware
6	Ratification of Plats	July 9, 1979	Book 390, Pages 554-555	Delaware
7	Deed of Dedication and Protective Covenants for Flint Ridge No. 1 – Amended, a Subdivision Delaware County, Oklahoma	June 27, 1979	Book 390, Pages 197-217	Delaware
8	Deed of Dedication and Protective Covenants for Flint Ridge No. 1, a Subdivision Delaware County, Oklahoma	June 29, 1979	Book 178, Pages 605-68	Adair
9	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	June 29, 1979	Book 178, Pages 597-04	Adair
10	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	June 29, 1979	Book 390, Pages 146-196	Delaware

11	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	September 18, 1979	Book 181, Pages 275-77	Adair
12	Amended Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	September 18, 1979	Book 181, Pages 265-68	Adair
13	Amended Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	September 18, 1979	Book 393, Pages 797-800	Delaware
14	Amended Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	October 5, 1979	Book 181, Pages 377-79	Adair
15	Ratification and Adoption of Deed of Dedication and Protective Covenants for Portion of Block 7, Flint Ridge No. 1 – Amended, a Subdivision in Delaware County, Oklahoma	October 5, 1979	Book 394, Pages 518-519	Delaware
16	Deed of Dedication and Protective Covenants for Flint Ridge No. 2, a Subdivision in Both Adair and Delaware Counties, Oklahoma	April 1, 1980	Book 180, Pages 644-48	Adair
17	Deed of Dedication and Protective Covenants for Flint Ridge No. 4, a Subdivision in Delaware County, Oklahoma	October 7, 1980	Book 406, Pages 866-69	Delaware
18	Ratification of Plat	November 12, 1980	Book 408, Pages 197-198	Delaware
19	Certificate of Dedication for Flint Ridge RV Park	December 5, 1980	Book 408, Page 831-834	Delaware
20	Ratification of Plat	December 5, 1980	Book 408, Page 835	Delaware
21	Deed of Dedication and Protective Covenants for Flint Ridge R.V. Park, a Subdivision in Delaware County, Oklahoma	February 20, 1981	Book 411, Pages 814-833	Delaware

22	Certification of Dedication for Flint Ridge R.V. Park No. 2	August 14, 1981	Book 419, Pages 358-360	Delaware
23	Deed of Dedication and Protective Covenants for Flint Ridge R.V. Park No. 2, a Subdivision in Delaware County, Oklahoma	August 21, 1981	Book 419, Pages 691-711	Delaware
24	Deed of Dedication and Protective Covenants for Block 18, Sawmill Area Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	August 26, 1981	Book 194, Pages 151-54	Adair
25	Deed of Dedication and Protective Covenants for Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	August 26, 1981	Book 194, Pages 155-58	Adair
26	Ratification of Plat	January 27, 1982	Book 426, Page 116	Delaware
27	Berry Hill Area Flint Ridge Number 4 Block 17	June 9, 1982	Book 432, Pages 367-369	Delaware
28	Deed of Dedication and Protective Covenants for Block 17, Berry Hill Area Flint Ridge No. 4, a Subdivision in Delaware County, Oklahoma	July 14, 1982	Book 433, Pages 574-78	Delaware
29	Deed of Dedication and Protective Covenants for Block 20, Cave Creek Area Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	July 14, 1982	Book 200, Pages 535-39	Adair
30	Deed of Dedication and Protective Covenants for Block 21, Timbercrest Area Flint Ridge No. 3, a Subdivision in Adair County, Oklahoma	December 6, 1982	Book 202, Pages 544-57	Adair
31	Deed of Dedication and Protective Covenants for Shadowhill Area, Flint Ridge No. 3 Block 22, a Subdivision in Adair County, Oklahoma	December 30, 1983	Book 211, Pages 739-44	Adair
32	Deed of Dedication and Protective Covenants for Block 24, Links Area, Flint Ridge No. 2, a Subdivision Located in Adair County, Oklahoma	May 30, 1986	Book 227, Pages 460-68	Adair

33	Supplemental Covenants, Conditions and Restrictions	May 30, 1986	Book 227, Pages 469-89	Adair
34	Supplemental Covenants, Conditions and Restrictions	May 30, 1986	Book 503, Pages 840-860	Delaware
35	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	December 9, 1986	Book 231, Pages 138-39	Adair
36	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	December 9, 1986	Book 513, Pages 856-857	Delaware
37	Supplemental Deed of Dedication and Protective Covenants for Bluff View Area, Flint Ridge No. 3, Block 23, a Subdivision in Adair County, Oklahoma	October 9, 1987	Book 236, Pages 771-81	Adair
38	Supplemental Deed of Dedication and Protective Covenants for the Muirfield Area, Flint Ridge No. 2, Block 25, a Subdivision in Adair County, Oklahoma	October 9, 1987	Book 236, Pages 782-92	Adair
39	Supplemental Deed of Dedication and Protective Covenants for Winset Hollow, Flint Ridge No. 4, Block 27, a Subdivision in Adair County, Oklahoma	October 9, 1987	Book 236, Pages 793-03	Adair
40	Supplemental Deed of Dedication and Protective Covenants for Indian Springs Area, Flint Ridge No. 4, Block 28, a Subdivision in Delaware County, Oklahoma	October 9, 1987	Book 530, Pages 699-708	Delaware
41	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	October 9, 1987	Book 530, Page 709	Delaware
42	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	October 9, 1987	Book 236, Page 804	Adair
43	Supplemental Deed of Dedication and Protective Covenants for the Cottage Area, a Subdivision in Adair County, Oklahoma	August 24, 1988	Book 242, Pages 775-93	Adair
44	Private Covenant	March 25, 1988	Book 537, Pages 815-816	Delaware

45	Certificate of Dedication for Indian Valley Area Flint Ridge No. 4 Block 29	June 10, 1988	Book 541, Pages 810-811	Delaware
46	Supplemental Deed of Dedication and Protective Covenants for Indian Valley Area, Flint Ridge No. 4, Block 29, a Subdivision in Delaware County, Oklahoma	June 10, 1988	Book 541, Pages 812-822	Delaware
47	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	June 10, 1988	Book 541, Pages 823-825	Delaware
48	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	June 10, 1988	Book 541, Pages 827-837	Delaware
49	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	June 10, 1988	Book 541, Page 838-	Delaware
50	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	May 31, 1989	Book 558, Pages 168-347	Delaware
51	Consolidated Protective Covenants for Flint Ridge No. 1 Amended, Flint Ridge No. 2, Flint Ridge No. 3 and Flint Ridge No. 4 Subdivisions Located in Adair and Delaware Counties, Oklahoma	September 5, 1990	Book 257, Pages 291-313	Adair
52	Certificate of Dedication for Indian Springs Area Flint Ridge No. 4 Block 28	June 25, 1997	Book 524, Pages 736-739	Delaware
53	Supplement to the Protective Covenants for Flint Ridge R.V. Park, a Subdivision in Delaware County, Oklahoma	October 11, 2000	Book 1394, Page 238	Delaware
54	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	December 5, 2002	Book 1528, Pages 2-23	Delaware
55	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	January 7, 2003	Book 1532, Pages 500-501	Delaware
56	Notice of Addition of Land to Supplemental Covenants, Conditions and Restrictions	May 19, 2006	Book 1716, Page 741	Delaware

EXHIBIT B

THIS EXHIBIT IDENTIFIES THE SPECIAL GREEN BELT AREAS, RESERVED TRACTS, DESIGNATED USAGE OF ENCUMBERANCES ON MUTUAL ACCESS (M/A) AREAS, ACCESS EASEMENTS, PEDESTRIAN ACCESS EASEMENTS, AND DESIGNATED AREAS RESERVED FOR ASSOCIATION COMMERCIAL AND/OR MULTI-FAMILY USAGE

Commercial uses shall exclude any use of said Areas for industrial, manufacturing, warehousing, and multi-story office building(s) purposes. Office buildings or multi-family use structures owned by the Association shall not exceed two (2) stories in height. Restrictions with respect to Residential Lots as herein elsewhere provided shall not apply to those Areas designated for commercial and/or multi-family use by the Association.

The Association shall have jurisdiction over all Green Belt Areas, Reserved Tracts, and Easements listed in this Exhibit "B."

Unless otherwise indicated, only foot traffic, such as walking, biking, jogging, or passive recreational activities shall be permitted. No vehicular access or traffic will be permitted over these Areas. No improvements or structures shall be built or located upon these Areas, EXCEPT by the Association as described below.

Legal Descriptions of the Blocks, Areas, and Tracts listed below can be found in Article I of these Covenants herein.

BLOCK 0; COTTAGE AREA

Mutual Access Easement ("M/A")

A Mutual Access Easement may only be used by the Owner of the Residential Lot encumbered by a Mutual Access Easement and the Owner of the contiguous Residential Lot, for the purpose of parking personal use vehicles as defined by the Association and for the purpose intended for an Utility Easement, as defined in Article II.L of the Deed of Dedication and Protective Covenants.

BLOCK 1; BEAR LAKE AREA

Tract A is designated as a Reserved Area for multi-family use by the Association. Tract B, containing 4.6 acres, more or less, is designated as a Green Belt Area. Tract C is designated as a Reserved Area for multi-family use by the Association.

BLOCK 2; FOX CREEK AREA

All of the two (2) areas designated as Reserve Areas, located north of the base line and containing 5.3 acres, more or less, are designated as a Green Belt Area.

BLOCK 3; HIDDEN VALLEY AREA

All of Tract A, containing 10.3 acres, more or less, except a parcel of land in Tract A, more particularly described as:

Commencing at the Southwest Corner of said Tract "A"; thence along the South block line of said Tract "A" on an assumed bearing of S75 degrees, 00'00" E, a distance of 73.34 feet to the Point of Beginning; thence S73 degrees, 05'27" E, a distance of 67.36 feet to the point of a curve having a radius of 522.96 feet and a length of 101.00 feet; said curve having a Chord bearing of S78 degrees, 37'35" E and a Chord distance of 100.84 feet; thence N2 degrees, 06'51" E, a distance of 275.00 feet; thence N87 degrees, 53'09" W, a distance of 231.16 feet; thence S2 degrees, 47'34" W, a distance of 67.12 feet; thence S18 degrees, 58'49" E, a distance of 186.99 feet to the Point of Beginning, said Tract containing 1.23 acres, more or less, is designated as a Reserved Tract for commercial and/or multi-family use by the Association.

Tract B, containing 2.2 acres, more or less, and Tract C, containing 3.2 acres, more or less, are designated as Reserved Tracts for commercial and/or multi-family use by the Association.

BLOCK 4; DEER CREEK AREA

Tract A, containing 8.0 acres, more or less, and Tract B are designated as Reserved Areas for commercial and/or multi-family use by the Association.

BLOCK 6; HIGHLAND AREA

Tract A, adjacent to West Clear Creek Road, containing 5.8 acres, more or less, is designated as a Reserved/Green Belt Area for commercial and/or multi-family use by the Association.

BLOCK 9; PINE RIDGE AREA

Tract A is designated as a Reserved Area for multi-family use by the Association.

BLOCK 11; FOX RIDGE AREA

All of the Reserved Area is designated as Green Belt Areas.

BLOCK 13; WILDHORSE CREEK AREA

Tract A, containing 1.9 acres, more or less, is designated as a Green Belt Area

BLOCK 15; INDIAN RIDGE AREA

All of the two (2) Reserved Areas are designated as Green Belt Areas

BLOCK 16; WALNUT HILL AREA

All Reserved Areas are designated as Green Belt Areas

BLOCK 17; BERRY HILL AREA

Tracts A, B, C, D, E, F, and G are designated as Green Belt Areas.

Tract "D" is a special Green Belt Area for the exclusive use of Owners of Lots 78 through 80.

Tract "E" is a special Green Belt Area for the exclusive use of Owners of Lots 83 through 89.

The 20' Pedestrian Access Easement located on Lots 10, 14, 15, 16, 17, 18, 19, 20, 22 and on Lots 99 through 110 shall be used only for pedestrian foot traffic by the Lot Owners whose property such easement encumbers.

BLOCK 18; SAWMILL HOLLOW AREA

Tract A, except a tract of land particularly described as: Commencing at the southerly corner of Lot 56, Block 18; thence S41 degrees, 59'14" E for a distance of 225.00 feet; thence N41 degrees, 32'32" E for a distance of 867.52 feet; thence N4 degrees, 03'05" E for a distance of 332.98 feet; thence S42 degrees, 08'41" W for a distance of 351.95 feet; thence S41 degrees, 39'19" W for a distance of 990.80 feet, thence S40 degrees, 55'04" W for a distance of 97.64; thence S44 degrees, 14'56" W for a distance of 507.70 feet to the Point of Beginning, said tract containing 8.61 acres, more or less, is designated as a Green Belt Area.

BLOCK 19; WILLOW CREEK AREA

All Reserved Areas, except for a parcel of land more particularly described as: Commencing at the southeast corner of Lot 93, Block 19, said point being "Point of Curvature" on tangent bearing N89 degrees, 28'45" E; thence along a curve to the right having a radius of 50.00 feet for a distance of 19.06 feet; thence N21 degrees, 19'12" E for a distance of 65.00 feet; thence N74 degrees, 10'03" E for a distance of 350.00 feet; thence S04 degrees, 54'16" W for a distance of 585.00 feet; thence S45 degrees, 33'43" E for a distance of 143.31 feet; thence N16 degrees, 38'38" E for a distance of 243.31 feet; thence N09 degrees, 37'47" E for a distance of 438.95 feet; thence N23 degrees, 50' 53 " E for a distance of 387.07 feet; thence N19 degrees, 07'25" E for a distance of 463.25 feet; thence N 67 degrees, 41'09" E for a distance of 238.85 feet; thence N43 degrees, 40'42" W for a distance of 298.43 feet; thence N86 degrees, 22'44" W for a distance of 59.95 feet; thence S33 degrees, 26'00" W for a distance of 495.10 feet; thence S31 degrees, 32'33" W for a distance of 62.96 feet; thence S32 degrees, 56'12" W for a distance of 750.00 feet; thence S64 degrees, 02'22' W for a distance of 120,00 feet; thence S10 degrees, 26'58 " W for a distance of 90.00 feet to the Point of Beginning, said tract containing 11.08 acres, more or less, are designated as Green Belt Areas.

BLOCK 20; CAVE CREEK AREA

All the area designated as Tract A, except a parcel of land more particularly described as: Beginning at the Southwest (SW) corner of the Northwest Quarter (NW/4) of Section 18; thence S89 degrees, 45'37" E for a distance of 659.08 feet; thence N40 degrees, 30'58" W for a distance of 709.94 feet; thence N03 degrees, 04'56" W for a distance of 260.38 feet; thence N52 degrees, 30'17" E for a distance of 477.28 feet; thence N32 degrees, 55'20" E for a distance of 600.00 feet; thence N39 degrees, 22'17" E for a distance of 604.00 feet; thence N37 degrees, 32'35" E for a distance of 544.84 feet; thence N16 degrees, 36'49" E for a distance of 93.67 feet; thence N38 degrees, 01'43" E for a distance of 500.00 feet; thence N26 degrees, 28'07" E for a distance of 769.49 feet; thence N65 degrees, 17'51" E for a distance of 440.29 feet; thence N07 degrees, 27'17" W for a distance of 128.57 feet; thence N59 degrees, 00'17" E for a distance of 912.10 feet; thence N27 degrees, 44'03" E for a distance of 338.77 feet; thence N18 degrees, 18' 13" E for a distance of 237.30 feet; thence N48 degrees, 13'38" E for a distance of 600.00 feet; thence N86 degrees, 31'29" E for a distance of 50.00 feet; thence N55 degrees, 25'22" E for a distance of 213.48 feet; thence N01 degree, 31'54" W for a distance of 75.00 feet; thence N52 degrees 38'36" E for a distance of 308.23 feet; thence N64 degrees, 51'28" E for a distance of 341.56 feet; thence N18 degrees, 30'37" E for a distance of 481.93 feet; thence N41 degrees, 25'25" E for a distance of 453.43 feet; thence S65 degrees, 34'30" E for a distance of 251.51 feet; thence S40 degrees, 38'52" E for a distance of 54.85 feet; thence S40 degrees, 29'52" E for a distance of 485.48 feet; thence S56 degrees, 29'01" E for a distance of 365.83 feet; thence N38 degrees, 17'25" E for a distance of 430.00 feet; thence N69 degrees, 15'17" E for a distance of 500.76 feet; thence S76 degrees, 53'59" E for a distance of 250.00 feet; thence N45 degrees, 22'27" E for a distance of 75.00 feet; thence N44 degrees 37'33" W for a distance of 50.00 feet; thence along a curve to the left having a radius of 200.00 feet for a distance of 194.93 feet; thence S79 degrees, 31'49" W for a distance of 356.82 feet; thence S68 degrees, 53' 09" W for a distance of 529.49 feet; thence N84 degrees, 39'16" W for a distance of 220.13 feet; thence N46 degrees, 53'16" W for a distance of 192.05 feet; thence N55 degrees, 59'40" W for a distance of 202.07 feet; thence N25 degrees, 41'11" W for a distance of 112:02 feet; thence N39 degrees, 29'30" W for a distance of 130.44 feet; thence along a curve to the left having a radius of 75.00 feet for a distance of 73.64 feet; thence S84 degrees, 15'14" W for a distance of 217.14 feet; thence along a curve to the right having a radius of 375.00 feet for a distance of 213.07 feet; thence N66 degrees, 11' 31" W for a distance of 310.26 feet; thence S06 degrees, 05'05" W for a distance of 905.95 feet; thence along a curve to the right having a radius of 400.00 feet for a distance of 294.33 feet; thence S48 degrees, 13'38" W for a distance of 1236.69 feet; thence along a curve to the right having a radius of 925.00 feet for a distance of 354.79 feet; thence S 70 degrees, 13' 12" W for a distance of 112.59 feet; thence along a curve to the right having a radius of 850.00 feet for a distance of 334.12 feet; thence N87 degrees, 15'30" W for a distance of 116.56 feet; thence along a curve to the left having a radius of 450.00 feet for a distance of 334.12 feet; thence S45 degrees, 55 02" W for a distance of 1051.90 feet; thence along a curve to the left having a radius of 800.00 feet for a distance of 343.77 feet; thence S21 degrees, 17'48" W for a distance of 636.66 feet; thence S19 degrees, 06'38" W for a distance of 236.29 feet; thence along a curve to the right having a radius of 800.00 feet for a distance of 575.78 feet; thence S60 degrees, 20'51" W for a distance of 986.87 feet; thence S00 degrees, 00'35" E for a distance of 1866.82 feet to the Point of Beginning, said tract containing 92.57 acres, more or less, is designated as a Green Belt Area.

Tracts B, C, D, E, and F are designated as Green Belt Areas

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

The various 20' Pedestrian Access Easements as shown on Plat, as more particularly located as Lots 60, 61, 71, 72, 73, 74, 116, 117, 118, 119, 120, 121, 133, 134, 136, 137, 138, 139, 146, 147, 148, 158, 159, 160, 169, 171 and 192 shall be only for the use of the Lot Owners whose property such easements encumbers.

BLOCK 21; TIMBERCREST AREA

All the area designated as Tract A, EXCEPT a parcel of land similarly described for Tract A, Block 20; said tract containing 92.57 acres, more or less, is designated as a Green Belt Area. Tract B is designated as a Green Belt Area.

BLOCK 22; SHADOWHILL AREA

Tracts A, B, C, and D are designated as Green Belt Areas.

Access Easements may be used only for access by foot to other lots encumbered by the Access Easement, and are exclusively for the use of the Owners of the Encumbered Lot(s) which that particular Access Easement encumbers.

- 30' Access Easement which encumbers Lots 1, 2, 3, 4, and 5;
- 40' Access Easement which encumbers Lots 11, 12, 13, 14, 15, 16, 17, 18, and 19;
- 30' Access Easement which encumbers Lots 23, 24, 25, and 26;
- 40' Access Easement which encumbers Lots 40, 41, 42, 43, 44, 45, and 46;
- 25' Access Easement which encumbers Lots 104 and 105;
- 40' Access Easement which encumbers Lots 109, 110, 111, 112, 113, 114, and 115;
- 40' Access Easement which encumbers Lots 212, 213, 214, 215, 216, 217, 218, 219, 220, and 221.

BLOCK 23; BLUFF VIEW AREA

Reserved Tracts A, B, C, D, E, and F are designated as Green Belt Areas

These Reserved Tracts are Common Property. The Association has reserved the right to construct such utilities on the Reserved Tracts as the Association deems necessary.

BLOCK 24; LINKS AREA

Tracts A, B, C, D, E, F, G, H, and I are designated as Reserved (Restricted) Tracts

The above Tracts of land are hereby designated as Reserved Areas, and shall be used and developed by the Association at a future date and which shall be responsible for the maintenance, repair, and upkeep of that portion of the Reserved Areas.

Portions of certain Lots and Areas shown on the Plat are encumbered by either Mutual Access ("M/A"), Access Easements, Building Setback Lines ("B/L"), or Utility Easements ("U/E").

All of Reserved Tracts C, D, E, and F, EXCEPT a tract of land within Reserved Tract "C", more particularly described as: Commencing at the Northwest Corner of Lot 1, Block 24; thence along the northerly lot line of said Lot 1 on an assumed bearing of N61 degrees, 26'07" E for a distance of 154.60 feet; thence northwesterly on an assumed bearing of N37 degrees, 18'17" W for a distance of 372.71 feet; thence southwesterly on an assumed bearing of S52 degrees, 40'18" W for a distance of 200.00 feet; thence southeasterly on an assumed bearing of S52 degrees, 24'30" E for a distance of 144.81 feet; thence along a curve to the right, having a radius of 425 feet for a distance of 164.09 feet; thence southeasterly on an assumed bearing of S30 degrees, 17'13" for a distance of 46.70 feet, to the Point of Beginning; EXCEPT a parcel of land within Reserved Tract "C", more particularly described as: Commencing at the Northwest Corner of Lot 14, Block 24; thence along the westerly line of Lot 15 in said Block 24, on an assumed bearing of N62 degrees, 39'00" E for a distance of 326.50 feet to a point on the southwesterly boundary of Reserved Tract "B"; thence northwesterly along said boundary of Reserved Tract "B", on an assumed bearing of N56 degrees, 55'36" W for a distance of 850.00 feet; thence southeasterly on an assumed bearing of S34 degrees, 54'43"E for a distance of 745.07 feet, to the Point of Beginning; EXCEPT a parcel of land within Reserved Tract "C", more particularly described as: Commencing at the Northwest Corner of Reserved Tract "C"; thence S41 degrees, 42'42"W along the west line of Reserved Tract "C" for a distance of 52.0 feet to the Point of Beginning; thence S41 degrees, 41'42" W along said west line of Reserved Tract "C" for a distance of 49.86 feet; thence S51 degrees, 32'50" W along said west line of Reserved Tract "C" for a distance of 104.07 feet; thence S54 degrees, 02'31" E for a distance of 198.04 feet; thence N48 degrees, 25'50" E for a distance of 87.37 feet; thence N34 degrees, 42'23" W for a distance of 195.96 feet to the Point of Beginning; EXCEPT that portion of the following property which lies within Reserved Tract "C", a tract of land more particularly described as: Commencing at the Westerly Corner common to Reserved Tract "A" and Reserved Tract "C" of Block 24; thence N51 degrees, 32'50"E along the west line of said Reserved Tract "C" for a distance of 33.46 feet to the Point of Beginning; thence N48 degrees, 53'48" W for a distance of 102.84 feet; thence N22 degrees, 42'54" W for a distance of 67.90 feet. thence N43 degrees, 21'23"E for a distance of 157.66 feet; thence S83 degrees, 00'35" E for a distance of 67.01 feet; thence S73 degrees, 05'28" E for a distance of 69.77 feet; thence S68 degrees, 29'55" E for a distance of 31.87 feet; thence S27 degrees, 29'04"W for a distance of 113.00 feet; thence S66 degrees, 59'53"W for a distance of 140.00 feet; thence N48 degrees, 53'48" W for a distance of 0.94 foot to the Point of Beginning and containing 1060 acres, more or less, are designated as Reserved (Restricted) Tracts.

Reserve Tract "I" and portions of Lots 32, 33, 34, 35, 36, 38, 39, 40, 41, 86, 87, 88, 89, 90, 91, 92, 93, 94, 99, 100, 106, 107, 108, 109, 117, 118, 130, 163, 164, 165, 174, 250, 251, 252, 253, 254, 255, 262, 263, 264, 265, 266, 279, 280, 281, 282, 315 and 318 are encumbered by a Mutual Access Easement which is identified on the Plat as either "M/A" or "30' M/A", for the purpose of providing a means of ingress and egress over and across that portion of encumbered property.

These Mutual Access Easements shall be paved and the Association shall be responsible for the cost of maintaining and repairing these easements of mutual access.

The 20' Golf Course Access located between Lots 53 and 55, and Lots 90 and 91, as identified on the Plat; designated to be a means of pedestrian and golf cart access only to and from the Golf Course Area. These 20' Golf Course Access areas shall be paved.

That portion of Reserved Tract "E" located between Lots 73 and 74 will be paved and shall also be used for pedestrian and golf cart access only to and from the Golf Course Area.

The 10' Access Easement encumbering portions of Lots 171 and 172 is for the purpose of providing a means of ingress and egress to the area identified on the Plat as Reserved Tract "F."

The 20' Access Easement, identified as a strip of land on the Plat located between Lots 240 and 241, and a portion of Lot 252, is for the purpose of providing a means of ingress and egress to and from Reserved Tract "F," and over and across that portion of Lot 252 and the strip of land located between Lots 240 and 241. The Owners shall be responsible for the cost of repair and maintenance to the foregoing 20' Access Easement.

As the Plat presently reads, there are two (2) Lots identified as Lot 255. In order to correct such error and in an attempt to avoid confusion, the Lot identified on the Plat as Lot 255 consisting of 0.65 acres shall hereinafter be known and referred to as Lot 254. (Corrected on Map).

The 20' Access Easement encumbering portions over and across Lots 280 through 284 of Reserved Tracts "F" and "G" is for the purpose of providing an additional means of "pedestrian access."

The 20' Access identified between Lots 308 and 309, in an area of Reserved Tract "E," is an easement of access for the purpose of providing a means of ingress and egress to and from, over and across Lots 308 and 309. Portions of Lots 316, 317, and 320 of Reserved Tract "E" is for the purpose of providing an additional means of pedestrian access.

No motorized vehicles of any shape, manner, or form shall be allowed to travel upon, over or across this 20' Access Easement.

No improvements shall be constructed by the Owner within 25 feet of any Mutual Access (M/A) borderline as it encumbers the Residential Lot. Except as otherwise provided for above,

when no setback line is indicated on recorded Plat, then no improvement shall be constructed by the Owner within 10 feet from such lot lines.

The Area located between Lots 292 and 293 is identified as a portion of Reserved Tract “E.”

BLOCK 25; MUIRFIELD AREA

Reserved Tracts A, B, C, D, E, F, G, H, and J are designated as Green Belt Areas; Mutual Access Easements (“M/A”)

These Reserved Tracts are Common Property. The Association has reserved the right to construct such utilities on the Reserved Tracts as the Association deems necessary.

The Mutual Access Easement areas are intended for use by the Members of the Association , their family members, guests, licenses, and/or invitees as roadways as a means of access over and across the lots burdened by those Mutual Access Easements as shown on the Plat of the Property.

Deer Lake Drive, as shown on the Plat of The Muirfield Area, shall be paved. All remaining roads shall be cut, graded, and finished with a natural gravel surface.

BLOCK 27; WINSET HOLLOW AREA

Reserved Tracts A, B, and C are designated as Green Belt Areas; Mutual Access Easement (“M/A”)

These Reserved Tracts are Common Property. The Association has reserved the right to construct such utilities on the Reserved Tracts as deemed necessary.

A portion of Lot 18, Winset Hollow Area, is encumbered by a Mutual Access Easement over which the Owner of Lot 17 shall have the right to travel in reaching his Lot. The Owner of Lot 17 shall have the right to construct a roadway over that portion of Lot 18 burdened by the Mutual Access Easement as a means of access to his Lot. The Owner of Lot 17 shall use his best efforts to minimize intrusion onto that portion of Lot 18 for access purposes.

The benefits and burdens associated with this Mutual Access Easement shall run with the land and be binding and enforceable by the owners of Lots 17 and 18, their heirs, administrators, executors, successors and/or assigns.

BLOCK 28; INDIAN SPRINGS AREA

Indian Springs Drive and Indian Springs Court as shown on the Plat of Indian Springs Area shall be paved.

BLOCK 29; INDIAN VALLEY AREA

Reserved Tracts A, B, C, D, and E are designated as Green Belt Areas; Mutual Access Easement (“M/A”)

These Reserved Tracts are Common Property. The Association reserves the right to construct such utilities upon and make improvements to these Reserved Tracts as the Association deems necessary.

All roadways within Indian Valley Area as shown on the Plat shall be cut, graded, and finished with a natural gravel surface.

BLOCK 30; INDIAN POINT AREA

Reserved Tract A is designated as a Green Belt Area. Mutual Access Easement (“M/A”)

This Reserved Tract is Common Property. The Association reserves the right to construct such utilities upon and make improvements to these Reserved Tracts as the Association deems necessary.

All roadways within Indian Point Area as shown on the Plat shall be cut, graded, and finished with a natural gravel surface.

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