

Location Map
SCALE: 1" = 1/4 MILE

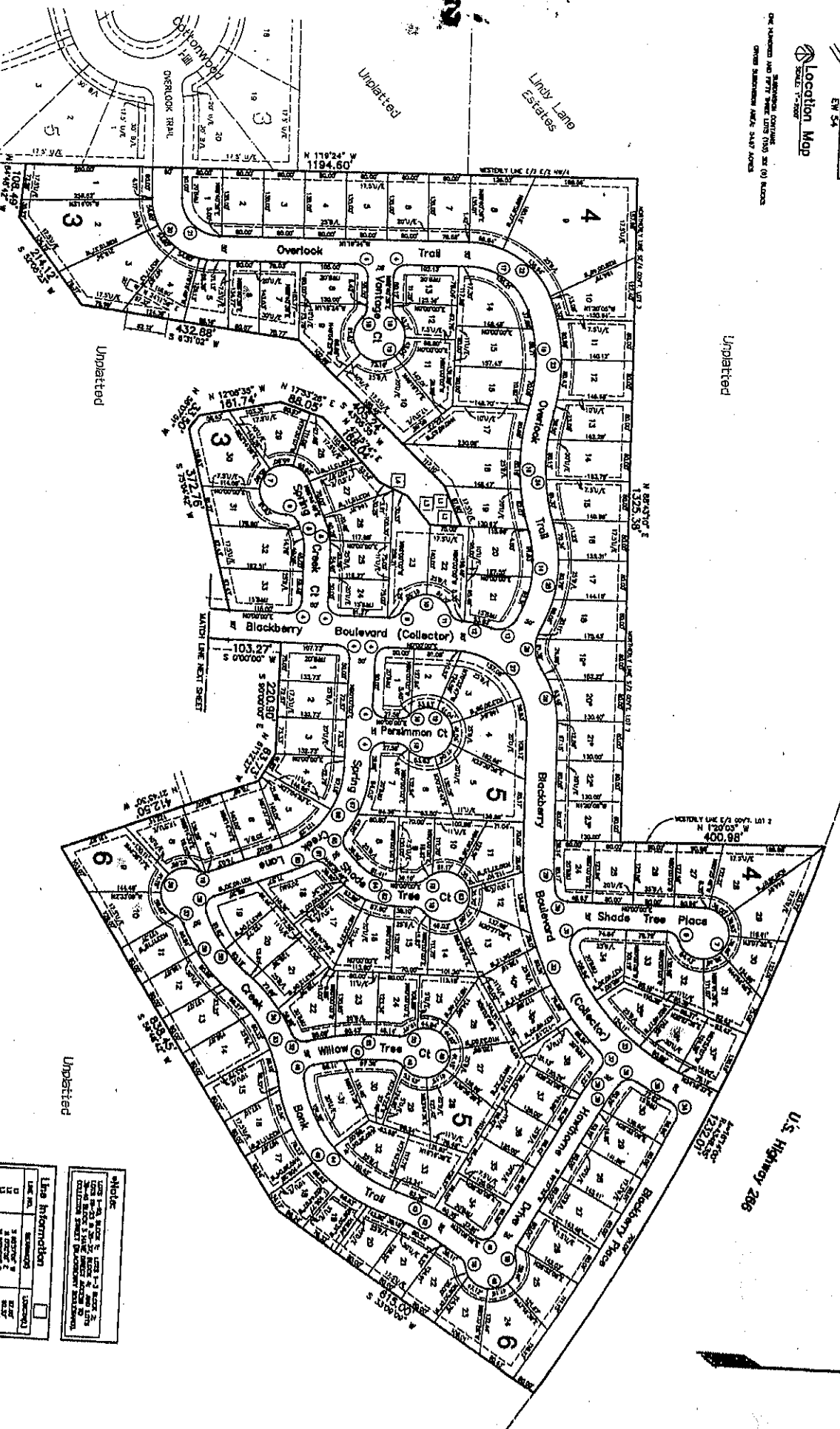
ONE HUNDRED AND SEVENTY SEVEN (177) ACRES (±) SUBJECT
OWNER: VERDIGRIS LAND COMPANY, L.L.C.

OWNER:
Verdigris Land Company, L.L.C.
An Oklahoma Limited Liability Company
Attn: Terry Darsay, President
18140 Overlook Trail
Claremore, Oklahoma 74017
Phone: (918) 266-5489

A PLANNED UNIT DEVELOPMENT
WILLOW GORGE
PART OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 15 EAST
AND A RESERVE OF PART OF RESERVE A, COTTONWOOD HILLS,
AN ADDITION TO THE TOWN OF VERDIGRIS, COUNTY OF ROGERS, STATE OF OKLAHOMA

SURVEYOR:
Tanner Consulting, L.L.C.
Dave E. Tanner, P.L.S.
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

U.S. Highway 206
1200'±
1200'±



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NOTICE

THIS PLAN, MAP OR INSTRUMENT IS SUBJECT TO THE RECORDS OF THE PUBLIC RECORDS AND TO THE RECORDS OF THE COUNTY CLERK OF THE COUNTY OF ROGERS, STATE OF OKLAHOMA.

LINE NO.	REVISIONS	DATE
1	1	10/15/2004
2	2	10/15/2004
3	3	10/15/2004
4	4	10/15/2004
5	5	10/15/2004

DATE OF PREPARATION: OCTOBER 15, 2004

DEED OF DEDICATION AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WILLOW GORGE

KNOW ALL MEN BY THESE PRESENTS:

THAT VERDIGRIS LAND CO., L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER "DEVELOPER" OR "DECLARANT", IS THE SOLE AND ONLY OWNER IN FEE SIMPLE TITLE OF THE REAL ESTATE AND PROPERTY SITUATED IN ROGERS COUNTY, STATE OF OKLAHOMA, (HEREINAFTER "PROPERTY") DESCRIBED AS FOLLOWS, TO-WIT:

A TRACT OF LAND THAT IS PART OF SECTION TWO (2), TOWNSHIP TWENTY (20) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN, ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH-WEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTH-WEST QUARTER (NW/4 SW/4) OF SAID SECTION 2; THENCE NORTH 88°44'30" EAST ALONG THE NORTHERLY LINE OF SAID NW/4 SW/4, FOR A DISTANCE OF 1030.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF RESERVE A, 'COTTONWOOD HILL', AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (BOOK 1204, PAGE 630) AND THE NORTHEAST CORNER OF 'BLACKBERRY RIDGE' AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 8814 BOOK 293, PAGE 642); THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID 'BLACKBERRY RIDGE' ALONG A 975.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 16°11'15" WEST, A CENTRAL ANGLE OF 0°35'05", FOR AN ARC DISTANCE OF 9.95 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 83°24'35" EAST FOR A DISTANCE OF 497.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 970.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 522.54 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°00'00", FOR AN ARC DISTANCE OF 215.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 1170.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°32'28", FOR AN ARC DISTANCE OF 541.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°52'09" EAST FOR A DISTANCE OF 251.20 FEET TO A POINT OF CURVATURE; THENCE ALONG A 470.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33°52'09", FOR AN ARC DISTANCE OF 277.83 FEET TO A POINT; THENCE SOUTH 75°04'42" WEST FOR A DISTANCE OF 372.78 FEET TO A POINT; THENCE NORTH 56°07'51" WEST FOR A DISTANCE OF 33.50 FEET TO A POINT; THENCE NORTH 12°08'35" WEST FOR A DISTANCE OF 161.74 FEET TO A POINT; THENCE NORTH 17°53'28" EAST FOR A DISTANCE OF 88.05 FEET TO A POINT; THENCE NORTH 47°15'24" EAST FOR A DISTANCE OF 168.04 FEET TO A POINT; THENCE NORTH 24°07'20" EAST FOR A DISTANCE OF 60.58 FEET TO A POINT; THENCE NORTH 50°12'27" EAST FOR A DISTANCE OF 73.94 FEET TO A POINT; THENCE NORTH 0°00'00" EAST FOR A DISTANCE OF 60.37 FEET TO A POINT; THENCE SOUTH 65°57'04" WEST FOR A DISTANCE OF 87.80 FEET TO A POINT; THENCE SOUTH 43°05'35" WEST FOR A DISTANCE OF 405.24 FEET TO A POINT; THENCE SOUTH 6°31'02" WEST FOR A DISTANCE OF 432.88 FEET TO A POINT; THENCE SOUTH 52°05'23" WEST FOR A DISTANCE OF 214.12 FEET TO A POINT; THENCE NORTH 84°48'42" WEST FOR A DISTANCE OF 108.49 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF OF THE NORTHWEST QUARTER (E/2 E/2 NW/4) OF SECTION 2; THENCE NORTH 11°02'4" WEST ALONG SAID WESTERLY LINE OF THE E/2 E/2 NW/4, FOR A DISTANCE OF 1194.60 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHEAST QUARTER (SE/4) OF GOVERNMENT LOT THREE (3); THENCE NORTH 88°43'10"

EAST ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF THE SOUTH HALF (S/2) OF GOVERNMENT LOT TWO (2), FOR A DISTANCE OF 1325.38 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF (E/2) OF SAID GOVERNMENT LOT 2; THENCE NORTH 1°20'05" WEST ALONG SAID WESTERLY LINE OF THE E/2, FOR A DISTANCE OF 400.98 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 288; THENCE SOUTHEASTERLY ALONG A 4348.35 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 73°04'51" EAST, A CENTRAL ANGLE OF 18°14'00", FOR AN ARC DISTANCE OF 1232.01 FEET TO A POINT; THENCE SOUTH 33°09'09" WEST FOR A DISTANCE OF 615.00 FEET TO A POINT; THENCE SOUTH 58°48'42" WEST FOR A DISTANCE OF 538.45 FEET TO A POINT; THENCE NORTH 21°45'30" WEST FOR A DISTANCE OF 412.50 FEET TO A POINT; THENCE NORTH 81°12'27" WEST FOR A DISTANCE OF 83.73 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST FOR A DISTANCE OF 220.90 FEET TO A POINT; THENCE SOUTH 0°00'00" WEST FOR A DISTANCE OF 103.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A 530.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°38'13", FOR AN ARC DISTANCE OF 183.30 FEET TO A POINT; THENCE SOUTH 72°20'47" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 5°08'01" EAST FOR A DISTANCE OF 103.49 FEET TO A POINT; THENCE SOUTH 33°52'09" WEST FOR A DISTANCE OF 333.84 FEET TO A POINT; THENCE NORTH 50°50'15" WEST FOR A DISTANCE OF 25.04 FEET TO A POINT; THENCE NORTH 81°15'14" EAST FOR A DISTANCE OF 85.87 FEET TO A POINT; THENCE NORTH 5°23'51" EAST FOR A DISTANCE OF 40.25 FEET TO A POINT; THENCE NORTH 7°48'03" WEST FOR A DISTANCE OF 82.13 FEET TO A POINT; THENCE NORTH 37°28'15" WEST FOR A DISTANCE OF 15.62 FEET TO A POINT; THENCE SOUTH 33°52'09" WEST FOR A DISTANCE OF 42.79 FEET TO A POINT; THENCE SOUTH 38°04'12" EAST FOR A DISTANCE OF 15.71 FEET TO A POINT; THENCE SOUTH 4°26'22" WEST FOR A DISTANCE OF 44.35 FEET TO A POINT; THENCE SOUTH 8°24'49" WEST FOR A DISTANCE OF 48.08 FEET TO A POINT; THENCE SOUTH 7°33'27" WEST FOR A DISTANCE OF 41.83 FEET TO A POINT; THENCE SOUTH 6°15'59" EAST FOR A DISTANCE OF 49.10 FEET TO A POINT; THENCE SOUTH 14°31'54" EAST FOR A DISTANCE OF 41.88 FEET TO A POINT; THENCE SOUTH 33°52'09" WEST FOR A DISTANCE OF 164.97 FEET TO A POINT; THENCE SOUTH 52°01'55" WEST FOR A DISTANCE OF 550.54 FEET TO A POINT; THENCE NORTH 71°16'43" WEST FOR A DISTANCE OF 132.02 FEET TO A POINT; THENCE NORTH 40°14'27" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 49°45'32" WEST, A CENTRAL ANGLE OF 33°38'03", FOR AN ARC DISTANCE OF 804.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83°24'35" WEST FOR A DISTANCE OF 519.78 FEET TO A POINT ON THE EASTERLY LINE OF SAID 'BLACKBERRY RIDGE'; THENCE NORTHERLY ALONG SAID EASTERLY LINE ALONG A 975.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 11°50'33" EAST, A CENTRAL ANGLE OF 3°45'37", FOR AN ARC DISTANCE OF 83.99 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,381,494 SQUARE FEET OR 54,872 ACRES.

DEVELOPER DOES HEREBY CERTIFY THAT DEVELOPER HAS CAUSED THE PROPERTY TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS, STREETS AND EASEMENTS IN CONFORMITY WITH THE RECORDED PLAT, AND DEVELOPER DOES HEREBY ADOPT THE SAME AS THE PLAT OF THE PROPERTY, AND NAMES AND DESIGNATES THE PROPERTY AS WILLOW GORGE, AN ADDITION TO THE TOWN OF VERDIGRIS, OKLAHOMA.

ARTICLE 1. - STREETS AND UTILITY EASEMENTS

1.1 STREETS, DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE FOREVER ALL STREETS AND AVENUES AS SHOWN AND DESIGNATED ON THE PLAT OF THE PROPERTY AS PUBLIC STREETS FOR THE MUTUAL USE AND BENEFIT OF THE PUBLIC AND THE OWNERS OF LOTS IN THIS ADDITION, THEIR TENANTS, GUESTS AND INVITEES.

DATE OF PREPARATION: OCTOBER 15, 2004

FILED: Oct. 26, 2004
At 9:43 A.M.
RECORDED IN:
Book 1630 Page 2,
records of the County
Clerk of Rogers County,
Oklahoma.

CONSTRUCTING, INSTALLING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, DRAINAGE AND STORM SEWERS, SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, WARES, POLES, CONDUITS, PIPES, VALVES, METERS, AND SUCH OTHER NECESSARY OR CONVENIENT APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS, IN AND TO SAID EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER, THE DEVELOPER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS, HEREBY RESERVES THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, LAY, AND RELAY WATER LINES, SEWER LINES, GAS LINES, DRAINAGE SWALES, FIBER OPTIC LINES AND CABLE TELEVISION LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, OVER, ACROSS, UNDER AND THROUGH ALL SUCH EASEMENT AREAS SHOWN ON SAID PLAT, BOTH FOR THE PURPOSES OF FURNISHING WATER, GAS, SEWER AND/OR DRAINAGE SERVICES AND TELEPHONE AND CABLE TELEVISION SERVICES TO THE AREA INCLUDED IN SAID PLAT, AND TO OTHER AREAS, IF APPLICABLE. PAVEMENT OR LANDSCAPE REPAIR WITHIN UTILITY EASEMENTS OR OVERLAND DRAINAGE EASEMENTS AS A RESULT OF WATER LINE OR OTHER UTILITY REPAIRS DUE TO BREAKS AND FAILURES SHALL BE BORNE BY THE OWNER OF THE LOT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS THAT WILL INTERFERE WITH THE AFORESAID SHALL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENT-WAYS OR RIGHT-OF-WAY AS SHOWN.

1.3 OVERHEAD ELECTRIC AND CABLE SERVICE. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION MAY BE LOCATED IN THE EASEMENT AREAS RESERVED FOR GENERAL UTILITY SERVICES AND IN THE STREETS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SUCH EASEMENT-WAYS AND STREETS.

1.4 UNDERGROUND ELECTRIC AND CABLE SERVICE. ELECTRIC, TELEPHONE, FIBER OPTIC AND CABLE TELEVISION SERVICE SHALL BE UNDERGROUND SERVICE LINES AND/OR CABLES TO ALL BUILDINGS PROVIDED THAT UPON THE INSTALLATION OF SUCH SERVICE LINE OR CABLE TO A PARTICULAR BUILDING, THE SUPPLIER OF SAID SERVICE SHALL BE THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE OR CABLE EXTENDING FROM THE POLE, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID BUILDING, THE OWNER OF EACH LOT MAY GRANT ADDITIONAL EASEMENTS AS NEEDED FOR ABOVE SAID SERVICES.

1.5 SUPPLIER ACCESS. THE SUPPLIERS OF ELECTRIC, TELEPHONE, FIBER OPTIC AND CABLE TELEVISION SERVICES, THROUGH THEIR PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY THEM.

1.6 OWNERS RESPONSIBILITIES. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, FIBER OPTIC AND CABLE TELEVISION FACILITIES LOCATED ON HIS PROPERTY, AND SHALL PREVENT THE ALTERATIONS OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE RESPECTIVE COMPANIES WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE SAID UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR HIS AGENT OR CONTRACTORS.

1.7 SUPPLIER ENFORCEMENT. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING ELECTRIC, TELEPHONE, FIBER OPTIC AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE VARIOUS AND RESPECTIVE SUPPLIERS OF SUCH SERVICES AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.8 WATER SERVICE. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE WATER MAINS, WHETHER PRIVATE OR PUBLIC, LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET (3') FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAINS. SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

1.9 REPAIRS TO WATER MAINS. THE TOWN OF VERDIGRIS OR ROGERS COUNTY RURAL WATER DISTRICT #5 WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

1.10 SUPPLIER ACCESS. THE TOWN OF VERDIGRIS, ROGERS COUNTY RURAL WATER DISTRICT No. 5 AND ROGERS COUNTY SEWER DISTRICT No. 1 THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER OR SEWER LINES.

1.11 SUPPLIER ENFORCEMENT. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING WATER SHALL BE ENFORCEABLE BY THE TOWN OF VERDIGRIS, ROGERS COUNTY RURAL WATER DISTRICT No. 5 AND ROGERS COUNTY SEWER DISTRICT No. 1 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.12 SEWER MAIN PROTECTION. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE SEWER MAINS LOCATED ON HIS LOT, WHETHER PUBLIC OR PRIVATE, AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET (3') FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC SEWER MAINS, SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

1.13 SUPPLIER MAINTENANCE. THE TOWN OF VERDIGRIS AND ROGERS COUNTY SEWER DISTRICT No. 1 WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER OR EACH LOT OR ITS AGENTS OR CONTRACTORS.

1.14 SUPPLIER ACCESS. THE TOWN OF VERDIGRIS, RURAL WATER DISTRICT No. 5 AND ROGERS COUNTY SEWER DISTRICT No. 1 THROUGH THEIR RESPECTIVE PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND SEWER.

1.15 SUPPLIER ENFORCEMENT. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING SEWAGE SHALL BE ENFORCEABLE BY THE TOWN OF VERDIGRIS, ROGERS COUNTY SEWER DISTRICT No. 1 AND ROGERS COUNTY RURAL WATER DISTRICT No. 5 AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.16 GAS MAIN PROTECTION. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS LINES LOCATED ON HIS LOT, WHETHER PUBLIC OR PRIVATE, AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE FEET (3') FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS LINES, SAID ALTERATION OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

1.17 SUPPLIER MAINTENANCE. THE SUPPLIER OF GAS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ALL GAS LINES, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

1.18 SUPPLIER ACCESS. THE SUPPLIER OF GAS THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS LINES.

1.19 SUPPLIER ENFORCEMENT. THE FOREGOING COVENANTS AND RESTRICTIONS CONCERNING UNDERGROUND GAS SERVICE SHALL BE ENFORCEABLE BY THE SUPPLIERS OF SAID SERVICES AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.20 DRAINAGE EASEMENT. THE AREA(S) SHOWN ON THE FACE OF THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" IS HEREBY ESTABLISHED AS A PERPETUAL EASEMENT(S) FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF. THE DRAINAGE EASEMENT(S) SHALL BE MAINTAINED BY ONLY THOSE LOT OWNERS OVER WHICH THE DRAINAGE EASEMENT(S) CROSSES. IN THE EVENT THAT THE OWNERS FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DRAINAGE EASEMENT(S), THE DEVELOPER OR ITS SUCCESSORS AND ASSIGNS OR THE TOWN OF VERDIGRIS MAY ENTER UPON SAID AREA AND PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SUCH MAINTENANCE SHALL BE PAID BY THE OWNER, THEIR SUCCESSORS AND ASSIGNS. IN THE EVENT THAT THE OWNER FAILS TO PAY WITHIN THIRTY (30) CALENDAR DAYS AFTER COMPLETION OF SAID MAINTENANCE, SAID COSTS SHALL BE A LIEN AGAINST SAID LOT AND A CLAIM AGAINST SAID OWNER WHICH MAY BE FORECLOSED BY THE DEVELOPER OR ITS SUCCESSORS AND ASSIGNS OR BY THE TOWN OF VERDIGRIS IF PAYMENT IS NOT MADE. NO WALL, BUILDING, STORAGE SHED OR OTHER OBSTRUCTION SHALL BE PLACED WITHIN THE DRAINAGE EASEMENT(S) WITHOUT THE APPROVAL OF THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS AND THE TOWN OF VERDIGRIS.

ARTICLE II. - COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 DECLARATION AND ESTABLISHMENT. DEVELOPER, FOR THE PURPOSE OF PROVIDING AN ORDERLY AND UNIFORM PLAN OF DEVELOPMENT FOR THE PROPERTY, AND FOR ENSURING ADEQUATE CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS TO PRESERVE THE CHARACTER OF THE PROPERTY FOR THE MUTUAL BENEFIT OF DEVELOPER, AND ITS GRANTEEES, SUCCESSORS AND ASSIGNS, DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING CONDITIONS, RESTRICTIONS, PROTECTIVE COVENANTS AND RESERVATIONS OF EASEMENTS SET FORTH HEREINBELOW, WHICH ARE MADE FOR THE USE AND BENEFIT OF EACH PERSON ACCEPTING A CONVEYANCE THEREOF EITHER DIRECTLY FROM DEVELOPER OR FROM ANY OF DEVELOPER'S GRANTEEES, SUCCESSORS AND ASSIGNS, AND SUCH PERSONS SHALL TAKE THE SAME SUBJECT TO SUCH CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, AND BY ACCEPTING SUCH CONVEYANCE SHALL BE DEEMED TO HAVE ASSENTED THERETO AND OF 60 U.S. §§950-959, AND ALL OF WHICH ARE DECLARED AND ESTABLISHED FOR THE PURPOSE OF ENHANCING AND PROTECTING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE PROPERTY. ALL OF SAID LIMITATIONS, COVENANTS, CONDITIONS, RESERVATIONS, LIENS, CHARGES, AND RESTRICTIONS ARE HEREBY ESTABLISHED AND IMPOSED UPON THE PROPERTY FOR THE BENEFIT THEREOF AND FOR THE BENEFIT OF EACH AND EVERY INDIVIDUAL LOT COMPRISING A PART THEREOF AND OF EACH OWNERSHIP OF ONE OR MORE LOTS, NOW OR IN THE FUTURE, AND THE OWNERS OF ANY INTEREST OF ANY KIND OR CHARACTER IN LOTS, THE PROPERTY, OR ANY PORTION THEREOF.

2.2 BINDING EFFECT. ALL OF SAID LIMITATIONS, LIENS, COVENANTS, CONDITIONS, RESERVATIONS, CHARGES, AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN ANY LOT, THE PROPERTY OR ANY PART THEREOF, WHETHER AS SOLE OWNER, JOINT OWNER, LESSEE, TENANT, OCCUPANT, SUCCESSOR, TRUSTEE, ASSIGNS OR OTHERWISE CLAIMING UNDER THEM UNTIL TEN (10) YEARS FROM THE RECORDING DATE HEREOF AND SUCH CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS SHALL BE AUTOMATICALLY EXTENDED AND RENEWED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH THEREAFTER, UNLESS PRIOR THERETO, THE OWNERS OF TWO-THIRDS (2/3RDS) OF THE LOTS, BY WRITTEN DECLARATION, SIGNED AND ACKNOWLEDGED BY THEM AND RECORDED IN THE OFFICE OF THE COUNTY CLERK FOR ROGERS COUNTY, OKLAHOMA, CAUSE SUCH CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS, OR ANY OF THEM, TO BE ALTERED, AMENDED OR TERMINATED; PROVIDED, THE DEVELOPER RESERVES THE RIGHT, IN DEVELOPER'S SOLE DISCRETION AND

WITHOUT JOINDER OF ANY OTHER LOT OWNER, AT ANY TIME PRIOR TO THE TURNOVER DATE AS DEFINED HEREINBELOW, TO AMEND, REVISE OR TERMINATE ANY ONE OR MORE OF THE SAID CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS BY WRITTEN DECLARATION, SIGNED AND ACKNOWLEDGED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK FOR ROGERS COUNTY, OKLAHOMA, ALL OR ANY PART OF THE RIGHTS AND POWERS (INCLUDING DISCRETIONARY POWERS AND RIGHTS) RESERVED BY OR CONFERRED UPON DEVELOPER BY THIS DECLARATION MAY BE ASSIGNED OR TRANSFERRED BY DEVELOPER TO ANY SUCCESSOR DEVELOPER OF ALL OR ANY PART OF THE PROPERTY, OR TO THE ASSOCIATION OR ANY ARCHITECTURAL COMMITTEE COMPOSED OF THE LOT OWNERS. ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE EVIDENCED BY AN APPROPRIATE WRITTEN INSTRUMENT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ROGERS COUNTY, OKLAHOMA, AND UPON RECORDATION THEREOF THE GRANTEE OR GRANTEEES OF SUCH RIGHTS AND POWERS SHALL THEREAFTER HAVE THE RIGHT TO EXERCISE AND PERFORM ALL OF THE RIGHTS AND POWERS RESERVED BY OR CONFERRED UPON DEVELOPER BY THIS DECLARATION.

DEVELOPER DOES HEREBY DECLARE THAT THE PROPERTY SHALL BE HELD, SOLD AND CONVEYED SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS SET FORTH IN THIS DEED OF DEDICATION. EACH CONVEYANCE OF A LOT OR OF ANY INTEREST IN A LOT BY DEVELOPER, SHALL BE DEEMED TO BE SUBJECT TO THIS DECLARATION, WHETHER OR NOT THE DEED CONVEYING THE LOT SHALL SO STATE.

ARTICLE III. - ADDITIONAL LAND

3.1 RIGHT TO INCLUDE ADDITIONAL LAND. DECLARANT HEREBY EXPRESSLY RESERVES UNTO DECLARANT, ITS SUCCESSORS AND ASSIGNS, THE OPTION AND RIGHT TO EXPAND THE PROPERTY AT ANY TIME AND FROM TIME TO TIME TO ANNEX AND INCLUDE ALL OR PORTIONS OF THE REAL PROPERTY MORE PARTICULARLY DESCRIBED AND FILED OF RECORD WITH THE OFFICE OF THE ROGERS COUNTY CLERK, (THE "ADDITIONAL LAND").

3.2 NO LOT OWNER CONSENT REQUIRED. THE CONSENT OF LOT OWNERS OF THE PROPERTY SHALL NOT BE REQUIRED FOR SUCH EXPANSION TO INCLUDE ALL OR ANY PART OR PARTS OF THE ADDITIONAL LAND AND THE DECLARANT MAY PROCEED WITH SUCH EXPANSION AT DECLARANT'S SOLE OPTION. FURTHER, BY ACCEPTANCE OF A WARRANTY DEED TO A LOT, THE LOT OWNER SHALL BE DEEMED CONCLUSIVELY TO HAVE CONSENTED TO THE EXPANSION PROVIDED FOR HEREIN, INCLUDING THE MODIFICATION OF THE PERCENTAGE INTERESTS IN ANY RESERVE AREAS, IF ACCOMPLISHED IN ACCORDANCE HEREWITH.

3.3 METHOD TO INCLUDE ADDITIONAL LAND. ADDITIONAL LAND MAY BE SUBJECT TO THIS DECLARATION IN THE FOLLOWING MANNER:

(A) DECLARANT, AND DECLARANT'S SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT FOR FIVE (5) YEARS FROM THE DATE OF THIS DECLARATION TO BRING WITHIN THE OPERATION AND EFFECT OF THIS DECLARATION ADDITIONAL PORTIONS OF THE ADDITIONAL LAND.

(B) THE ADDITIONAL LAND SHALL BE INCORPORATED INTO THIS DEED OF DEDICATION BY RECORDING IN THE OFFICE OF THE COUNTY CLERK OF ROGERS COUNTY, OKLAHOMA A SUPPLEMENT TO THIS DECLARATION, WHICH NEED BE EXECUTED ONLY BY DECLARANT AND THE OWNER OF SUCH ADDITIONAL LAND IF DECLARANT IS NOT THE OWNER THEREOF, WHICH SHALL DESCRIBE THE ADDITIONAL LAND AND STATE THAT IT IS SUBJECT TO THIS DECLARATION. THE ADDITIONAL LAND AUTHORIZED BY THIS SECTION 3 SHALL NOT REQUIRE THE APPROVAL OF THE ASSOCIATION. ANY SUCH SUPPLEMENT TO THIS DECLARATION MAY CONTAIN SUCH COMPLEMENTARY ADDITIONS AND MODIFICATIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED HEREIN AS MAY BE NECESSARY TO REFLECT THE DIFFERENT CHARACTER, IF ANY, OF THE ADDITIONAL LAND, PROVIDED THEY ARE NOT INCONSISTENT WITH THIS DECLARATION. IN NO EVENT, HOWEVER, SHALL THE SUPPLEMENT TO THIS DECLARATION REVOKE, MODIFY OR ADD TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS ESTABLISHED BY THIS DECLARATION INsofar AS THEY PERTAIN TO THE PROPERTY AS THE SAME EXISTS PRIOR TO THE SUPPLEMENT.

(C) FOLLOWING ANY ANNEXATION AS HERINAFTER DESCRIBED, THE ADDITIONAL LAND SHALL BE SUBJECT TO ALL LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LIENS AND CHARGES CONTAINED HEREIN, WITH THE SAME EFFECT AS THOUGH THE ADDITIONAL LAND WERE A PART OF THE PROPERTY AS OF THE DATE AND INITIAL RECORDING HEREOF. IN NO EVENT SHALL THE SUPPLEMENTAL DECLARATION MODIFY THE LIMITATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, LIENS AND CHARGES AS CONTAINED IN THIS DECLARATION WITH RESPECT TO THE EXISTING PROPERTY. AFTER ANY SUCH ANNEXATION, EACH LOT OWNER SHALL BE A MEMBER OF AND SHALL BE ENTITLED TO REPRESENTATION IN THE ASSOCIATION IN PROPORTION TO THE UNDIVIDED INTEREST IN ANY RESERVE AREAS WHICH THEN APPERTAINS TO SUCH OWNER'S LOT.

(D) IN THE EVENT THE ADDITIONAL LAND IS ANNEXED AND MADE SUBJECT TO THE PROVISIONS OF THIS DECLARATION, IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE III, THE PROPORTIONATE INTEREST OF EACH LOT OWNER IN ANY RESERVE AREAS SHALL BE REVISED. THE PROPORTIONATE INTEREST OF EACH LOT OWNER SHALL BE A PERCENTAGE DETERMINED BY DIVIDING THE NUMERAL ONE BY THE TOTAL NUMBER OF LOTS IN THE PROPERTY AND THE ADDITIONAL LAND THEN EXISTING AND SUBJECT TO THE DECLARATION AND ANY RECORDED SUPPLEMENT HERETO.

ARTICLE IV. - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

4.1. EVERY OWNER OF A LOT SHALL BE A MEMBER OF THE WILLOW GORGE HOME OWNERS ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT.

SECTION 2

4.2. THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP:
4.2.1. CLASS A. EXCEPT FOR DECLARANT (WHICH SHALL INITIALLY BE A CLASS B MEMBER), THE CLASS A MEMBERS SHALL BE ALL OF THE OWNERS OF THE LOTS. EACH CLASS A MEMBER SHALL BE ENTITLED TO ONE (1) VOTE PER LOT, FOR EACH LOT OWNED BY IT, IN ALL PROCEEDINGS IN WHICH ACTION SHALL BE TAKEN BY MEMBERS OF THE ASSOCIATION.

4.2.2. CLASS B. THE CLASS B MEMBER SHALL BE THE DECLARANT. THE CLASS B MEMBER SHALL BE ENTITLED TO THREE (3) VOTES PER LOT FOR EACH LOT OWNED BY IT, IN ALL PROCEEDINGS IN WHICH ACTION SHALL BE TAKEN BY MEMBERS OF THE ASSOCIATION.

4.2.3. CLASS A VOTING. THE VOTE OF ANY CLASS A MEMBER COMPRISED OF TWO OR MORE PERSONS, OR OTHER LEGAL ENTITIES, OR ANY OTHER COMBINATION THEREOF, SHALL BE CAST IN THE MANNER PROVIDED FOR IN THE ARTICLES OF ASSOCIATION OF THE ASSOCIATION, OR AS THE SEVERAL CONSTITUENTS MAY DETERMINE, BUT IN NO EVENT SHALL ALL SUCH CONSTITUENTS CAST MORE THAN ONE VOTE PER LOT FOR EACH LOT OWNED BY THEM.

4.2.4. CLASS B MEMBERSHIP TERMINATION. THE CLASS B MEMBERSHIP IN THE ASSOCIATION SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP IN THE ASSOCIATION ON THE FIFTH (5TH) ANNIVERSARY OF THE DATE OF THIS DECLARATION OR AT SUCH EARLIER TIME AS THE TOTAL NUMBER OF VOTES ENTITLED TO BE CAST BY CLASS A MEMBERS OF THE ASSOCIATION EQUALS OR EXCEEDS THE TOTAL NUMBER OF VOTES ENTITLED TO BE CAST BY THE CLASS B MEMBER OF THE ASSOCIATION. PROVIDED, HOWEVER, CLASS B MEMBERS SHALL BE ENTITLED TO ALL OF THE BENEFITS AND SHALL ASSUME ALL OF THE RESPONSIBILITIES THEREOF.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE V. - DWELLING AND LOT IMPROVEMENTS

5.1 DWELLINGS: UNLESS WAIVED BY THE DEVELOPER IN WRITING THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE ADDITION:

A. DWELLING SIZE: ALL SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,800 SQUARE FEET. DWELLINGS IN EXCESS OF A SINGLE STORY SHALL HAVE A MINIMUM LIVING SPACE OF 1200 SQUARE FEET AT THE LOWER LEVEL AND A TOTAL MINIMUM LIVING SPACE OF AT LEAST 1,800 SQUARE FEET. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF THE LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

B. MASONRY: ALL DWELLINGS SHALL HAVE AT LEAST FIFTY PERCENT (50%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK, STONE OR STUCCO, PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED. IN PARTICULAR CASES, THE DEVELOPER RESERVES THE RIGHT TO PERMIT OTHER MATERIAL BRANDS IN LIEU OF BRICK, STONE OR STUCCO.

C. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. NO GLASS, PLASTIC OR OTHER TRANSPARENT MATERIAL SHALL BE PERMITTED FOR USE IN THE OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED. A DETACHED GARAGE SHALL NOT BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, OR THE ASSOCIATION AFTER THE TURNOVER DATE AS DEFINED HEREIN, AND UNLESS IT IS CONSTRUCTED IN ACCORDANCE WITH PARAGRAPH 5.2 HEREOF.

D. PATIO COVERS. ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE DWELLING SUCH THAT THEY ARE CONTAINED WITHIN THE ROOFLINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE DWELLING.

E. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH.

F. MAILBOXES AND CHIMNEYS. ALL MAILBOXES SHALL BE ENCLOSED IN A BRICK OR MASONRY STRUCTURE OR SUCH DESIGN OR STRUCTURE AS THE DEVELOPER MAY DETERMINE, AND IF ENCLOSED IN BRICK OR MASONRY, SAID BRICK OR MASONRY SHALL EXTEND TO THE GROUND AND SHALL CONFORM TO THE DWELLING. ALL CHIMNEYS SHALL BE CONSTRUCTED FROM THE SAME MATERIALS AS THE EXTERIOR WALLS, CONFORMING WITH THE DWELLING.

G. ROOFING: THE ROOF OF ALL DWELLINGS ERRECTED ON ANY LOT SHALL BE TILE, SLATE, HERITAGE II (OR EQUAL), OR OTHER 3-DIMENSIONAL MATERIAL AND SHALL BE DARK EARTH TONE IN COLOR AND HAVE A PHYSICAL APPEARANCE RESEMBLING NEW OR WEATHERED CEDAR WOOD SHINGLES.

H. RETAINING WALLS: ONLY BRICK OR MASONRY RETAINING WALLS MAY BE BUILT IN THE ADDITION. PLANS FOR ALL RETAINING WALLS MUST BE SUBMITTED ALONG WITH PLANS FOR THE DWELLING TO THE DEVELOPER PRIOR TO CONSTRUCTION. IN PARTICULAR CASES, THE DEVELOPER MAY REQUIRE THE CONSTRUCTION OF A RETAINING WALL BUILT TO THE DEVELOPER'S SPECIFICATIONS.

5.2 APPROVAL OF PLANS: FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF THE ADDITION AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE RIGHT AND POWER TO CONTROL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS CONSTRUCTED OR PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER SHALL DEEM NECESSARY AND PROPER. NO BUILDING, FENCE, HEDGE, PRIVACY ENCLOSURE WALL, RETAINING WALL, DRIVEWAY, SIGN, SWIMMING POOL, WHETHER ABOVE OR BELOW GROUND, TANK, HOT TUB, GREENHOUSE, FREE STANDING MAILBOX, GAZEBO, OR STRUCTURE OF ANY KIND (COLLECTIVELY CALLED "STRUCTURES") SHALL BE COMMENCED, ERRECTED OR MAINTAINED ON THE PROPERTY, NOR SHALL ANY ADDITION TO (INCLUDING AWNINGS) OR CHANGE OR ALTERATION THEREIN (INCLUDING ALTERATIONS IN EXTERIOR COLOR OR DESIGN) BE MADE, UNTIL THE PLANS AND SPECIFICATIONS, IN DUPLICATE, SHOWING THE NATURE, KIND, SHAPE, HEIGHT, MATERIALS, COLOR, LOCATIONS AND APPROXIMATE COST OF THE STRUCTURE, ADDITION OR ALTERATION, SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY DEVELOPER. DEVELOPER SHALL CONSIDER APPLICATIONS FOR A WAIVER HEREIN AUTHORIZED OR FOR APPROVAL OF PLANS, SPECIFICATIONS, ETC., UPON THE BASIS OF CONFORMITY WITH THIS DECLARATION AND SHALL BE GUIDED BY THE EXTENT TO WHICH THE PROPOSED STRUCTURE, ADDITION OR ALTERATION WILL INSURE CONFORMITY AND HARMONY IN EXTERIOR DESIGN AND APPEARANCE, BASED UPON, AMONG OTHER THINGS, THE FOLLOWING FACTORS, THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE; THE QUALITY OF WORKMANSHIP; THE NATURE AND DURABILITY OF MATERIALS; THE AVAILABILITY OF ALTERNATIVE MATERIALS; THE SITE UPON WHICH IT IS PROPOSED TO BE CONSTRUCTED; HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURE; CHOICE OF COLORS; CHANGES IN TOPOGRAPHY, GRADE ELEVATIONS AND/OR DRAINAGE; FACTORS OF PUBLIC HEALTH AND SAFETY, THE EFFECT OF THE PROPOSED STRUCTURE, ADDITION OR ALTERATION ON THE USE, ENJOYMENT AND VALUE OF OTHER NEIGHBORING PROPERTIES, AND/OR ON THE OUTLOOK OR VIEW FROM ADJACENT OR NEIGHBORING PROPERTIES; AND THE SUITABILITY OF THE PROPOSED STRUCTURE, ADDITION OR ALTERATION TAKING INTO ACCOUNT THE GENERAL AESTHETIC VALUES OF THE SURROUNDING AREA.

THE DEVELOPER SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE PLANS AS PROVIDED IN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS. THE DEVELOPER IS NOT RESPONSIBLE FOR BUILDING METHODS OR MATERIALS. APPROVAL OF BUILDING PLANS BY THE DEVELOPER SHALL NOT CONSTITUTE A WARRANTY OR APPROVAL OF PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE COMPLIANCE. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DEVELOPER IS HEREIN AUTHORIZED TO GRANT THE WAIVER.

5.3 SET-BACK LINES: NO BUILDINGS, OUTBUILDINGS, STRUCTURES, OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT, UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT. THE MINIMUM BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE:

FRONT YARD:	30 FEET
SIDE YARD:	5 FEET
OTHER SIDE YARD:	10 FEET
BACK YARD:	25 FEET

ON ALL LOTS WHERE THERE IS BOTH A THIRTY FOOT (30) SET-BACK LINE AND A FIFTEEN FOOT (15) SET-BACK LINE ADJACENT TO A STREET, THE PORTION OF THE LOT CONTAINING THE THIRTY FOOT (30) SET-BACK SHALL BE CONSIDERED THE FRONT YARD AND THE DWELLING SHALL FACE THAT PORTION OF THE LOT.

5.4 PLAN SUBMITTAL. NO RESIDENCE, ACCESSORY STRUCTURE, FENCE OR WALL SHALL BE CONSTRUCTED, PLACED OR ALTERED ON ANY LOT IN THE ADDITION UNTIL THE PLANS AND SPECIFICATIONS THEREOF HAVE BEEN APPROVED IN WRITING BY THE DEVELOPER. THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO THE DEVELOPER IN DUPLICATE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION FOR ANY IMPROVEMENTS ON ANY LOT AND SHALL HAVE THE FOLLOWING ATTACHED EXHIBITS:

A. SITE PLAN SHOWING THE LOCATION AND ORIENTATION OF ALL IMPROVEMENTS;

- B. FULL WORKING DRAWINGS WITH FLOOR PLAN AND ALL ELEVATIONS;
- C. DRAINAGE PLAN (INCLUDED ON SITE PLAN);
- D. SPECIFICATIONS IDENTIFYING ALL EXTERIOR MATERIALS TO BE USED, SUBMISSION OF THE COLOR SCHEME FOR ALL EXTERIOR MATERIALS MAY BE DEFERRED UNTIL AT LEAST TEN (10) DAYS PRIOR TO APPLICATION OF SAID MATERIALS.

5.5 FENCES: THE FOLLOWING RESTRICTIONS SHALL PERTAIN TO FENCING. PLANS FOR ALL FENCES MUST BE SUBMITTED IN WRITING TO THE DEVELOPER AND ALL FENCES MUST BE APPROVED BY THE DEVELOPER IN WRITING PRIOR TO INSTALLATION. NO FENCE SHALL BE CONSTRUCTED ON ANY LOT ADJOINING A FAIRWAY OR GREEN ON THE STONEBRIDGE GOLF COURSE OTHER THAN AS PROVIDED IN ARTICLE XI, PARAGRAPH 11.3. NO FENCE OR WALL SHALL BE CONSTRUCTED, PLACED OR ALTERED ON ANY LOT NEARER THE STREET THAN THE MINIMUM SET-BACK LINES ESTABLISHED HEREIN. NO FENCE SHALL BE CONSTRUCTED ON ANY LOT CLOSER TO ANY STREET THAN THE FRONT OF THE MAIN STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, AND NO FENCE ON ANY LOT SHALL EXCEED SIX (6) FEET IN HEIGHT. PRIVACY ENCLOSURES OF OPEN PATIOS, SWIMMING POOLS OR GARDEN COURSES, WHERE APPROVED IN WRITING BY DEVELOPER, MAY EXCEED SIX (6) FEET IN HEIGHT IF SO ALLOWED BY DEVELOPER. CHAIN LINK FENCES OF ANY KIND OR DESIGN ARE NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF THE DEVELOPER. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE EASEMENTS.

5.6 OUTBUILDINGS: ALL TOOL SHEDS, HOBBY ROOMS, DETACHED GARAGES OR OTHER OUTBUILDINGS SHALL CONFORM TO THE BASIC ARCHITECTURAL STYLING OF THE DWELLING AND SHALL CONSIST OF AT LEAST TWENTY-FIVE PERCENT (25%) MASONRY CONFORMING WITH THE DWELLING. ALL SUCH OUTBUILDINGS SHALL BE SHINGLED WITH THE SAME COLOR SHINGLES AS THE DWELLING. NO OUTBUILDINGS OF ANY KIND SHALL BE CONSTRUCTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

5.7 ANTENNAS: NO TELEVISION, RADIO, SATELLITE DISH OR OTHER ANTENNA OR RECEPTION DEVICES WHICH EXCEED THE HEIGHT OF THE PEAK OF THE DWELLING SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER. ALL SUCH STRUCTURES AND DEVICES MUST BE LOCATED BEHIND THE DWELLING IN THE BACK PORTION OF THE LOT IN A POSITION SUCH THAT THE TELEVISION, RADIO, SATELLITE DISH OR OTHER ANTENNA OR RECEPTION DEVICES SHALL NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING.

5.8 PLANTERS: TO PROTECT VIEWS AND MAINTAIN THE CHARACTER OF THE ADDITION, NO PLANTER OR HEDGE SHALL BE MORE THAN SIX FEET (6) HIGH.

5.9 EASEMENTS: NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN ON OR WITHIN THE EASEMENTS OR WITHIN ANY UTILITY OR SIMILAR EASEMENTS SHOWN ON THE PLAT OF THE PROPERTY, WHICH SUCH STRUCTURE, PLANTING OR OTHER MATERIAL MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER OR OCCUPANT OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS WHOSE MAINTENANCE IS THE RESPONSIBILITY OF A GOVERNMENTAL BODY OR AGENCY OR A PUBLIC AUTHORITY OR UTILITY COMPANY. NO CONVEYANCE BY DEVELOPER OF ANY LOT, OR OF ANY INTEREST THEREIN, SHALL BE DEEMED TO BE, OR CONSTRUED AS, A CONVEYANCE OR RELEASE OF THESE EASEMENTS, OR ANY OF THEM, EVEN THOUGH THE CONVEYANCE PURPORTS TO CONVEY THE LOT IN FEE SIMPLE, OR BY OTHER LANGUAGE WHICH PURPORTS TO CONVEY DEVELOPER'S ENTIRE INTEREST THEREIN, BUT SUCH EFFECT SHALL ONLY ARISE IF THE CONVEYANCE SPECIFICALLY RECITES IT TO BE THE INTENTION OF DEVELOPER TO THEREBY CONVEY OR RELEASE THE EASEMENTS.

DEVELOPER FURTHER RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO GRANT EASEMENTS, RIGHTS-OF-WAY AND LICENSES TO ANY PERSON, INDIVIDUAL CORPORATE BODY OR MUNICIPALITY; TO INSTALL AND MAINTAIN PIPELINES, UNDERGROUND OR ABOVE GROUND LINES, WITH THE APPURTENANCES NECESSARY THERETO, FOR PUBLIC UTILITIES OR QUASI-PUBLIC UTILITIES, OR TO GRANT SUCH OTHER LICENSES OR PERMITS AS DEVELOPER MAY DEEM NECESSARY FOR THE IMPROVEMENT OF THE PROPERTY, IN, OVER, THROUGH, UPON AND ACROSS ANY AND ALL OF THE STREETS, AVENUES, ROADS, COURTS AND OPEN SPACES, AND IN, OVER, THROUGH, UPON AND ACROSS EACH AND EVERY LOT IN THE EASEMENT AREA RESERVED IN THIS DECLARATION OR AS SHOWN ON THE PLAT OF THE ADDITION, NO STREET, AVENUE, ROAD, COURT, OPEN SPACE OR EASEMENT SHALL BE Laid OUT OR CONSTRUCTED THROUGH OR ACROSS ANY LOT, EXCEPT AS SET FORTH IN THIS DECLARATION, OR AS LAID DOWN AND SHOWN ON THE PLAT, WITHOUT THE PRIOR WRITTEN APPROVAL OF DEVELOPER.

ARTICLE VI. - LOT USE AND RESTRICTION

6.1 RESIDENTIAL USE ONLY. THE LOTS AND PREMISES IN THE ADDITION ARE CONVEYED AND SHALL BE USED AND OCCUPIED ONLY FOR RESIDENTIAL, SINGLE FAMILY PURPOSES. NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSES. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO DWELLING OR OTHER STRUCTURE WHICH EXCEEDS TWO (2) STORIES IN HEIGHT SHALL BE PLACED, ALTERED, CONSTRUCTED OR PERMITTED TO REMAIN ON ANY LOT. NO PREFABRICATED OR MANUFACTURED DWELLING OF ANY KIND MAY BE MOVED INTO THE

ADDITION. NO STRUCTURE OTHER THAN A DWELLING HOUSE SHALL BE USED AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN THE ADDITION, NOTWITHSTANDING THE AFOREMENTIONED. THIS RESTRICTION DOES NOT APPLY TO THE DEVELOPER PRIOR TO THE TURNOVER DATE AS DEFINED HEREIN.

6.2 NOISE/NUISANCE: NO OBNOXIOUS, OFFENSIVE OR ILLEGAL ACTIVITY OF ANY SORT SHALL BE PERMITTED, NOR SHALL ANYTHING BE DONE ON ANY LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE ADDITION. ACTIVITIES EXPRESSLY PROHIBITED ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

6.3 ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD PETS AND THE SUCKLING YOUNG OF SAID ANIMALS; PROVIDED THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY LOT. ANIMALS SHALL NOT BE KEPT, BREED OR MAINTAINED FOR COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. ALL ANIMALS MUST BE KEPT IN A FENCED YARD OR ON A LEASH WHEN NOT CONFINED TO OWNERS PROPERTY. ANIMAL SHELTERS SHALL BE SCREENED FROM VIEW FROM ANY SIDE UNLESS IN CONFORMITY TO THE REQUIREMENT FOR THE CONSTRUCTION OF OUTBUILDINGS HEREIN. ANIMALS SHALL NOT BE PERMITTED TO ROAM IN THE ADDITION.

ANY PET CAUSING OR CREATING A NUISANCE OR UNREASONABLE DISTURBANCE SHALL BE PERMANENTLY REMOVED FROM THE APPLICABLE LOT UPON ONE (1) MONTH WRITTEN NOTICE FROM THE HOMEOWNERS ASSOCIATION TO THE OWNER OF THE LOT CONTAINING SUCH PET AND THE DECISION OF THE HOMEOWNERS ASSOCIATION SHALL BE FINAL.

6.4 MAINTENANCE. ALL LOTS AND THE STRUCTURES THEREON SHALL BE KEPT AND MAINTAINED AT ALL TIMES BY THE LOT OWNER OR OCCUPANT IN GOOD ORDER AND IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION. THE LOT OWNER OR OCCUPANT OF EACH LOT SHALL SEED AND MOW THE LAWNS THEREON, AND SHALL KEEP THE SHRUBBERY TRIMMED AND ALL PAINTED EXTERIOR SURFACES PAINTED, ALL IN A MANNER AND WITH SUCH FREQUENCY AS IS CONSISTENT WITH GOOD PROPERTY MANAGEMENT. THE FRONT YARD OF EACH LOT SHALL BE KEPT ONLY AS A LAWN, INCLUDING TREES, FLOWERS AND SHRUBS. NO TREES OR SHRUBS SHALL BE LOCATED ON ANY PORTION OF A LOT WHICH COULD BLOCK THE VIEW OF OPERATORS OF MOTOR VEHICLES SO AS TO CREATE A TRAFFIC HAZARD. IN NO EVENT SHALL ANY LOT BE USED FOR STORAGE OF MATERIAL OR EQUIPMENT, EXCEPT FOR NORMAL RESIDENTIAL REQUIREMENTS OR INCIDENT TO CONSTRUCTION OF IMPROVEMENTS THEREON, NOR SHALL ANY LOT OWNER OR OCCUPANT PERMIT ACCUMULATION OF GARBAGE, DEBRIS, TRASH OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS, OR OTHER PROPERTY. THE DEVELOPER RESERVES THE RIGHT TO ENTER UPON ANY LOT FOR THE PURPOSE OF MAINTENANCE IF A LOT IS NOT BEING KEPT AND MAINTAINED IN A MANNER ACCEPTABLE TO THE DEVELOPER. THE COST OF SUCH MAINTENANCE SHALL BECOME A LIEN UPON THE LOT AND GOVERNED BY THE PROVISIONS OF PARAGRAPH 7.2 HEREOF.

6.5 WIND GENERATORS, SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER OR ASSOCIATION.

6.6 SWIMMING POOLS. SWIMMING POOL DRAINS SHALL BE PIPED INTO THE SANITARY SEWER NEAREST TO THE LOT. ALL POOL SERVICE EQUIPMENT SHALL BE KEPT AND STORED FROM VIEW BEHIND A PRIVACY FENCE AND LOCATED IN EITHER (A) A SIDE YARD BETWEEN THE FRONT AND REAR BOUNDARIES OF THE DWELLING, OR (B) IN THE BACK YARD ADJACENT TO THE DWELLING; AND SHALL NOT BE VISIBLE FROM ANY RESIDENTIAL STREET OR OTHER LOT. NO TEMPORARY POOL COVERING SHALL EXTEND HIGHER THAN FOUR FEET ABOVE THE WATER LEVEL OF THE POOL. ABOVE GROUND POOLS SHALL NOT BE PERMITTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

6.7 CLOTHES LINES. NO PERMANENT EXTERIOR CLOTHES DRYER OR CLOTHES DRYING LINE SHALL BE ERECTED, INSTALLED OR MAINTAINED ON ANY LOT, OR ON ANY STRUCTURE THEREON, AND THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

6.8 AIRCRAFT. NO HELICOPTERS, HOVERCRAFT, OR OTHER AIRCRAFT OF ANY KIND SHALL BE LANDED, STORED, PARKED OR OTHERWISE ALLOWED WITHIN THE ADDITION.

6.9 AIR CONDITIONING REQUIREMENTS. NO WINDOW OR WALL-TYPE OR ROOFTOP AIR CONDITIONING UNITS SHALL BE PERMITTED. ALL DWELLINGS SHALL BE EQUIPPED WITH ONE OR MORE CENTRAL HEATING AND AIR CONDITIONING UNITS, WHICH SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH GOOD BUILDING PRACTICES.

6.10 STORAGE. NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE SHALL BE PERMITTED ON ANY LOT. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION OF ANY IMPROVEMENTS ON A LOT. THE CONSTRUCTION OF DWELLINGS AND OTHER IMPROVEMENTS IN THE ADDITION SHALL BE COMPLETED WITHIN TWELVE (12) MONTHS AFTER THE POURING OF THE FOOTINGS.

6.11 VEHICLES, BOATS, MOTORCYCLES. AUTOMOBILES, TRUCKS OR VEHICLES OF ANY KIND OR NATURE, BOATS, MOTORCYCLES, MOTOR BIKES, CAMPER TRAILERS, MOTOR HOMES, RVs OR TRAILERS OF ANY KIND, WHETHER OR NOT OPERABLE (COLLECTIVELY CALLED "VEHICLES"), SHALL NOT BE KEPT, PARKED, MAINTAINED OR STORED IN THE YARD PORTION OF ANY LOT, AND SHALL NOT OTHERWISE BE KEPT, PARKED, MAINTAINED OR STORED ON ANY LOT OR STREET IN THE ADDITION FOR MORE THAN FORTY-EIGHT (48) HOURS DURING ANY SEVENTY-TWO (72) HOUR PERIOD, EXCEPT IN A GARAGE. NO COMMERCIAL VEHICLES LARGER THAN A STANDARD SIZE PICKUP TRUCK OR SUV SHALL BE PARKED AT ANY TIME ON A STREET OR DRIVEWAY BY A LOT OWNER OR OCCUPANT, OR BY ANY OTHER PERSON FOR A PERIOD LONGER THAN IS REASONABLY NECESSARY FOR THE DRIVER THEREOF TO PERFORM THE BUSINESS FUNCTIONS TO WHICH THE COMMERCIAL VEHICLE RELATES.

6.12 SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OF A LOT OR RENTAL OF A DWELLING, OR CAMPAIGNING FOR A PARTICULAR RESULT IN ANY POLITICAL ELECTIONS OR ISSUE, OR ADVERTISING A GARAGE SALE BY A LOT OWNER OR OCCUPANT, OR ADVERTISING THE SALE OF A LOT OR DWELLING DURING THE CONSTRUCTION AND SALES PERIOD BY THE DEVELOPER OR A BUILDER.

6.13 WASTE. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. THE LOTS AND ALL EASEMENTS SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET. ALL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED OR MAINTAINED FROM PUBLIC VIEW FROM ANY STREET WITHIN TWELVE (12) HOURS AFTER REFUSE COLLECTION SERVICES EMPTY THE CONTAINERS.

6.14 COMPLIANCE WITH CODE. ALL LOTS IN THE ADDITION ARE SUBJECT TO THE USES, RESTRICTIONS, RULES, REQUIREMENTS AND JURISDICTION OF THE MUNICIPAL CODE OF THE TOWN OF VERDIGRIS, ROGERS COUNTY, OKLAHOMA, AND ANY OTHER LOCAL, STATE OR FEDERAL AGENCY OR AUTHORITY HAVING JURISDICTION THEREOF.

ARTICLE VII. - HOMEOWNERS ASSOCIATION

7.1 HOMEOWNERS ASSOCIATION. A HOMEOWNER'S ASSOCIATION, KNOWN AS "THE WILLOW GORGE ASSOCIATION", AN UNINCORPORATED ASSOCIATION, HAS BEEN ESTABLISHED PURSUANT TO TITLE 80 O.S.A. § 851, ET SEQ., TO MAINTAIN THE ENTRYWAY AND THE COMMON AREAS IN THE ADDITION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE, NECESSARY OR CONVENIENT. ALL LAWFUL ACTS OF THE WILLOW GORGE HOMEOWNERS ASSOCIATION (THE "ASSOCIATION"), SHALL BE BINDING, UPON ALL LOTS IN THE ADDITION AND THE LOT OWNERS AND OCCUPANTS. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF THE LOT OWNERS IN THE ADDITION AND THE OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

7.2 ASSESSMENT. ANNUAL ASSESSMENTS OF \$800.00 SHALL BE MADE ON A PER LOT BASIS, AND THE ASSESSMENTS MAY BE INCREASED FIVE PERCENT (5%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND UP TO TEN PERCENT (10%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF THE LOT OWNERS IN THE ADDITION. SPECIAL ASSESSMENTS, AS NEEDED, MAY BE MADE UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF THE LOT OWNERS IN THE ADDITION FOR SUCH ASSESSMENTS. THESE ASSESSMENTS SHALL BE A LIEN UPON THE LOT WHEN ASSESSED. ANY SUCH LIEN MAY BE FORECLOSED BY THE ASSOCIATION AND THE LOT OWNER SHALL BE RESPONSIBLE FOR ALL

COSTS AND ATTORNEYS FEES INCURRED BY THE ASSOCIATION IN CONNECTION WITH SUCH ACTION. ANY LOT OWNED BY THE DEVELOPER OR A BUILDER HOLDING SUCH LOT(S) FOR RESALE, AND ACTUALLY SOLD WITHIN TWELVE (12) MONTHS FROM THE DATE OF COMMENCEMENT OF SUCH OWNERSHIP, SHALL NOT BE SUBJECT TO THE ANNUAL ASSESSMENT UNLESS DEVELOPER, IN ITS SOLE DISCRETION, ELECTS TO ASSESS THE DEVELOPER OR A BUILDER ON AN ANNUAL BASIS.

ARTICLE VIII. - DEVELOPER'S RESERVED RIGHTS

8.1 IN GENERAL IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO DEVELOPER OR GRANTED TO DEVELOPER UNDER THE PROVISIONS OF THIS DECLARATION OR THE DECLARATION OF HOMEOWNERS ASSOCIATION DOCUMENT, DEVELOPER SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE. ANYTHING IN THIS DECLARATION OR THE DECLARATION OF HOMEOWNERS ASSOCIATION DOCUMENT TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FROM AND AFTER SUCH TIMES AS DEVELOPER IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ANY PART OF THE PROPERTY. THE DEVELOPER SHALL NOT BE RESTRICTED FROM USING SUCH RIGHTS-OF-WAY OR EASEMENTS AS EVIDENCED IN THE ATTACHED PLAT IN ANY MANNER THE DEVELOPER DEEMS NECESSARY.

8.2 **WILLOW GORGE.** IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY DWELLING OR OTHER IMPROVEMENTS UPON THE PROPERTY: (A) DEVELOPER SHALL HAVE THE RIGHT AND POWER, IN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS, IN, ON, OR TO THE PROPERTY, AS DEVELOPER MAY DETERMINE TO BE NECESSARY OR CONVENIENT, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS DEVELOPER MAY DEEM ADVISABLE; AND (B) DEVELOPER AND ITS GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND/OR TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING, IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AREAS AT ANY TIME WITHOUT FEE OR CHARGE.

8.3 **CONSTRUCTION ON THE PROPERTY.** DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO THE PROPERTY AS DEVELOPER DEEMS TO BE APPROPRIATE, NECESSARY OR CONVENIENT. DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE PROPERTY AS DEVELOPER MAY WISH, AND SUBJECT TO SUCH LIMITATIONS AND CONDITIONS AS DEVELOPER MAY IMPOSE AND REQUIRE. DEVELOPER, ITS AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON THE PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON THE PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.

8.4 **DEVELOPER CONTROL OF HOMEOWNERS ASSOCIATION.** THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSIST OF SUCH PERSONS DESIGNATED BY DEVELOPER ACCORDING TO THE PROVISIONS OF THE DECLARATION OF HOMEOWNERS ASSOCIATION. DEVELOPER'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD OF THE ASSOCIATION SHALL TERMINATE UPON THE OCCURRENCE OF THE FIRST OF THE FOLLOWING EVENTS: (A) THE DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY PART OF THE PROPERTY, (B) THE DEVELOPER GIVES WRITTEN NOTICE TO THE ASSOCIATION OF DEVELOPER'S ELECTION TO TERMINATE ITS RIGHT TO SELECT THE BOARD, OR (C) THE EXPIRATION OF TEN (10) YEARS FROM THE DATE OF RECORDING HEREOF (THE "TURNOVER DATE"), FROM AND AFTER THE TURNOVER DATE, THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE BYLAWS OF THE ASSOCIATION. PRIOR TO THE TURNOVER DATE, VANTAGE POINT DEVELOPERS, LLC SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION, WITH ALL VOTING RIGHTS OF THE LOT OWNERS VESTED EXCLUSIVELY IN VERDIGRIS LAND CO., L.L.C., AND THE LOT OWNERS SHALL HAVE NO VOTING RIGHTS UNTIL THE TURNOVER DATE.

8.5 **OTHER RIGHTS.** DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL SUCH OTHER LAWFUL ACTS AND THINGS AFFECTING THE PROPERTY WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION. THE REAL PROPERTY SUBJECT TO THIS DECLARATION MAY BE INCREASED BY RECORDING SUPPLEMENTS TO THIS DECLARATION, WHICH NEED ONLY BE SIGNED BY DEVELOPER, THE OWNER OF THE ADDITIONAL LAND DESCRIBED IN THE SUPPLEMENT, AND THE HOLDER OF ANY MORTGAGE OR SIMILAR LIEN THEREON, STATING THAT THE ADDITIONAL LAND SHALL BE SUBJECT TO THIS DECLARATION. NO OTHER LAND IN THE VICINITY OF THE PROPERTY SHALL BE SUBJECT TO THIS DECLARATION UNLESS THE PROVISIONS OF THIS PARAGRAPH ARE COMPLIED WITH, IT BEING INTENDED THAT THIS DECLARATION NOT BE CONSTRUED OR CONSIDERED AS A SCHEME FOR THE DEVELOPMENT OF ANY REAL PROPERTY OTHER THAN THAT SHOWN ON THE PLAT OR HEREAFTER SUBJECTED TO THIS DECLARATION IN THE MANNER DESCRIBED IN THIS PARAGRAPH. ALL OF THE RIGHTS GRANTED AND RESERVED TO DEVELOPER IN THIS DECLARATION SHALL BE ASSIGNED, TRANSFERRED AND FULLY VESTED IN THE HOMEOWNERS ASSOCIATION OR ANY OF ITS ORGANIZED COMMITTEES AFTER THE TURNOVER DATE.

ARTICLE IX. - PRUDENTIAL CONSIDERATIONS

9.1 **ENFORCEMENT.** ENFORCEMENT TO RESTRAIN ANY ACT OR TO ENFORCE ANY PROVISION HEREOF OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHED HEREBY MAY BE BROUGHT BY THE DEVELOPER, THE ASSOCIATION, A LOT OWNER OR ANY OTHER PERSON HAVING AN INTEREST THEREIN, WHETHER ACTING JOINTLY OR SEVERALLY. THE DEVELOPER AND THE ASSOCIATION SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, TO ENFORCE ANY COVENANT, CONDITION OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

9.2 **REMEDIES.** IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS SET FORTH HEREIN, THE DEVELOPER, THE ASSOCIATION, A LOT OWNER, OR ANY OTHER PERSON OWNING AN INTEREST IN ANY LOT IN THE ADDITION, SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT SUCH VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF THE PREVAILING PARTY, WHETHER THE DEVELOPER, THE ASSOCIATION, A LOT OWNER, OR ANY OTHER PERSON HAVING AN INTEREST THEREIN, SHALL BE ENTITLED TO AN AWARD OF ATTORNEYS FEES TO BE TAXED AS COSTS, WHICH SHALL BECOME A LIEN UPON THE LOT AND OTHER PROPERTY OF THE LOT OWNER OR OCCUPANT SO VIOLATING ANY SUCH COVENANT, CONDITION OR RESTRICTION IMPOSED HEREBY.

9.3 **ASSESSMENTS FOR VIOLATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.** IF ANY LOT OWNER OR OCCUPANT SHALL VIOLATE ANY COVENANT, CONDITION OR RESTRICTION HEREBY, THE BOARD OF DIRECTORS OF THE ASSOCIATION, ACTING THROUGH ITS APPOINTED AGENT OR AGENTS, OR THE DEVELOPER, SHALL HAVE THE RIGHT TO ENTER UPON SAID LOT AND REMEDY THE VIOLATION. THE COST FOR CURING THE VIOLATION SHALL THEREUPON BE ASSESSED AGAINST THE LOT OWNER AND SHALL BE A LIEN UPON THE LOT AND PROPERTY OF SUCH LOT OWNER, WHICH LIEN MAY BE FORECLOSED AS PROVIDED BY LAW.

9.4 **NO WAIVER.** THE GRANTING OF AN EXCEPTION OR WAIVER TO ANY PORTION OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS, OR THE FAILURE OR REFUSAL OF THE DEVELOPER OR THE ASSOCIATION TO ENFORCE ANY GIVEN COVENANT, RESTRICTION OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY HEREUNDER, NOR A MODIFICATION OF THESE PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS.

9.5 **WAIVER OF RIGHT OF RECOVERY.** EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE RISK OF INJURY AND PHYSICAL LOSS OR DAMAGES OF ANY KIND TO PERSONAL PROPERTY, WHETHER THE PROPERTY OF THE LOT OWNER OR THE LOT OWNER'S INVITEE, AND SHALL ALSO BE RESPONSIBLE FOR OBTAINING ADEQUATE INSURANCE COVERAGE FOR AND AGAINST SUCH RISK, LOSS AND DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL PROPERTY STORED OR LOCATED ON THE PROPERTY AND WITH RESPECT TO THE LOT OWNER'S DWELLING AND PREMISES. THE ASSOCIATION AND EACH LOT OWNER HEREBY WAIVE, RELEASE AND RELINQUISH ANY AND ALL CLAIM WHICH THEY MAY HAVE AT ANY TIME AGAINST ANY LOT OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, A MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, FOR DAMAGES TO ANY LOT, DWELLING, OTHER IMPROVEMENT, OR ANY PERSONAL PROPERTY LOCATED ON THE LOTS, OR IN THE DWELLINGS OR OTHER IMPROVEMENTS, CAUSED BY FIRE OR OTHER CASUALTY, TO THE EXTENT THAT SUCH DAMAGE IS INSURABLE BY A FIRE POLICY OR OTHER FORMS OF CASUALTY INSURANCE, AND TO THE EXTENT POSSIBLE, DO HEREBY WAIVE, RELEASE AND RELINQUISH ANY AND ALL RIGHTS OF SUBROGATION AGAINST ANY LOT OWNER, THE ASSOCIATION, ITS DIRECTORS AND OFFICERS, DEVELOPER, THE MANAGING AGENT, IF ANY, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS.

9.6 **SEVERABILITY.** INVALIDATION OF ANY ONE OR A PORTION OF ANY ONE OR MORE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT THE VALIDITY OF ANY OTHER PROVISIONS HEREOF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

9.7 **DISCLAIMER OF WARRANTY.** EXCEPT AS MAY BE EXPRESSLY PROVIDED IN WRITING BY SEPARATE INSTRUMENT, THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ADDITION OR ANY IMPROVEMENT IN THE ADDITION, THE CONDITION OF THE COMMON AREAS IN THE ADDITION, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION, THE COMMON AREAS, AND INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR MARKETABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, OR ANY WARRANTY OF QUALITY.

9.8 **BINDING EFFECT; AMENDMENTS.** THESE COVENANTS, CONDITIONS AND RESTRICTIONS RUN WITH THE LAND AND ARE BINDING UPON AND INURE TO THE BENEFIT OF ALL PARTIES AND AN PERSONS CLAIMING BY, THROUGH AND UNDER THEM PROVIDED, HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES, AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

A. **SPECIAL AMENDMENT:** DEVELOPER SHALL HAVE THE RIGHT, BY WRITTEN INSTRUMENT DULY EXECUTED, ACKNOWLEDGED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ROGERS COUNTY, OKLAHOMA, WHICH NEED ONLY BE SIGNED BY DEVELOPER AND THE HOLDER OF ANY MORTGAGE OR SIMILAR LIEN ON THE PORTION OF THE PROPERTY THEN OWNED BY DEVELOPER, TO MODIFY THE PROVISIONS OF THIS DECLARATION AT ANY TIME (I) IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE LOCAL, STATE OR FEDERAL GOVERNMENTAL STATUTES, RULE, REGULATIONS OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH, (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH DEVELOPER BELIEVES, IN DEVELOPER'S SOLE REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH LOT OWNER. THE CONSENT TO SUCH MODIFICATION BY ANY LOT OWNER OR OF THE HOLDER OF ANY MORTGAGE OR LIEN ON SUCH LOT OWNER'S LOT SHALL NOT BE REQUIRED EVEN THOUGH THE MODIFICATION RELATES TO PORTIONS OF THE PROPERTY NO LONGER OWNED BY DEVELOPER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND A CONSENT TO THE RESERVATION OF THE POWER RESERVED AND GRANTED TO DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT THE TURNOVER DATE.

B. **IN GENERAL.** AFTER THE TURNOVER DATE, THIS DECLARATION MAY BE AMENDED BY THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3RDS) OF THE TOTAL VOTES OR BY AN INSTRUMENT EXECUTED BY ONE OR MORE LOT OWNER OF AT LEAST TWO-THIRDS (2/3RDS) OF THE LOTS; EXCEPT THAT (I) THE PROVISIONS OF THIS PARAGRAPH 10.8 B MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE LOT OWNERS; AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DEVELOPER MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DEVELOPER. NO AMENDMENT SHALL BE EFFECTIVE UNTIL THE SAME IS PROPERLY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF ROGERS COUNTY, OKLAHOMA. "LOT OWNERS" SHALL NOT BE DEEMED TO INCLUDE MORTGAGEES OR OTHER PERSON(S) HOLDING LIENS ON ANY LOT, AND SUCH MORTGAGES AND OTHER LIEN HOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

ARTICLE X. - MAINTENANCE OF DRAINAGE AND RELATED STRUCTURES

10.1 **REPAIR OF EMBANKMENTS AND STRUCTURES.** IN THE EVENT THE DRAINAGE STRUCTURES OR EMBANKMENTS ASSOCIATED WITH THIS PLAT SHOULD FAIL, DETERIORATE OR BE DAMAGED, IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO REPAIR OR REMEDY SUCH DEFICIENCIES. IF THE DRAINAGE STRUCTURES AND EMBANKMENTS ARE NOT PROPERLY MAINTAINED BY THE ASSOCIATION, THE TOWN OF VERDIGRIS, OKLAHOMA, SHALL HAVE THE RIGHT TO PERFORM THE NECESSARY REPAIRS AND/OR MAINTENANCE AND TO ASSESS THE ASSOCIATION FOR THE COST OF SUCH REPAIRS AND/OR MAINTENANCE, INCLUDING LABOR AND MATERIALS USED AND EXPENDED IN SUCH REPAIRS AND/OR MAINTENANCE.

ARTICLE XI - GOLF COURSE EASEMENTS AND RESTRICTIONS

11.1 **GOLF COURSE ENCROACHMENTS.** ALL PURCHASERS OF LOTS 1-10, BLOCK 1; LOTS 1-3, BLOCK 2; LOTS 1-7, 9, 10, 17-19, 22-23 AND 27-33, BLOCK 3; AND LOTS 1-20, BLOCK 6 ARE HEREBY PLACED ON NOTICE THAT SUCH LOTS MAY BE AFFECTED BY ACTS AND OCCURRENCES RESULTING FROM THE USE, OPERATION AND MAINTENANCE OF A GOLF COURSE AND THEIR RIGHTS ARE SUBORDINATED TO THE NORMAL USAGES OF GOLFERS ON THE COURSE. BY ACCEPTING A CONVEYANCE FOR ANY OF LOTS 1-10, BLOCK 1; LOTS 1-3, BLOCK 2; LOTS 1-7, 9, 10, 17-19, 22-23 AND 27-33, BLOCK 3; AND LOTS 1-20, BLOCK 6, ANY OWNER FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES, ASSIGNS, HIS FAMILY AND INVITEES ASSUMES THE RISK OF INJURY OR DAMAGE TO THEIR PERSON OR PROPERTY RESULTING FROM THE USE, OPERATION AND MAINTENANCE OF A GOLF COURSE. BY ACCEPTING A CONVEYANCE FOR ANY LOTS 1-10, BLOCK 1; LOTS 1-3, BLOCK 2; LOTS 1-7, 9, 10, 17-19, 22-23 AND 27-33, BLOCK 3; AND LOTS 1-20, BLOCK 6 ANY OWNER FOR HIMSELF, HIS HEIRS, PERSONAL REPRESENTATIVES AND HIS FAMILY AGREES TO RELEASE AND HOLD HARMLESS THE DEVELOPER AND STONEBRIDGE GOLF COURSE, LLC (INCLUDING IN CONNECTION WITH THE FOREGOING, ALL MEMBERS, OFFICERS, MANAGERS, EMPLOYEES, SERVANTS AND AGENTS) FROM THE USE, OPERATION AND MAINTENANCE OF THE STONEBRIDGE GOLF COURSE.

11.2 **TREES.** NO TREE SHALL BE PLANTED IN THE PUBLIC RIGHT-OF-WAY UNLESS A PERMIT FOR THE SAME HAS BEEN OBTAINED FROM THE TOWN OF VERDIGRIS IF REQUIRED BY ORDINANCE. DECIDUOUS TREES SHALL BE PROPERLY TRIMMED AND HAVE LOWER BRANCHES CROPPED AS NEEDED TO OPTIMIZE THE VISIBILITY OF THE GOLF COURSE FOR NEIGHBORING LOT OWNERS. NOT MORE THAN TWO LARGE CONIFER TREES SUCH AS PONDEROSA PINE, BLACK HILLS SPRUCE, AND DOUGLAS FIR PER LOT MAY BE PLANTED ON LOTS BORDERING ALONG THE GOLF COURSE. THIS REQUIREMENT IS NOT MEANT TO RESTRICT THE PLANTING OF SMALL ORNAMENTAL BUSHES, WHICH MAY BE CONSIDERED PART OF THE CONIFER FAMILY.

11.3 **HEDGES AND FENCES.** TO MAINTAIN THE OPENNESS AND VISIBILITY OF THE GOLF COURSE NO FENCES OR HEDGES PLANTED FOR THE PURPOSE OF CREATING A FENCE OR BARRIER WILL BE ALLOWED IN THE FRONT YARD OF ANY LOT. HEDGES AND PERMITTED FENCES WILL BE ALLOWED IN THE REAR YARDS AND AT THE REAR LOT LINES OF LOTS 8, 11-16, 20, 21, 24-26, BLOCK 3; LOTS 1-47, BLOCK 4; LOTS 1-40, BLOCK 5 AND LOTS 21-30, BLOCK 6. NO PORTION OF ANY HEDGE OR FENCE SHALL BE CLOSER TO THE REAR LOT LINE THAN 50% OF THE DISTANCE FROM THE REAR OF THE RESIDENTIAL STRUCTURE TO THE REAR LOT LINE FOR LOTS 1-10, BLOCK 1; LOTS 1-3, BLOCK 2; LOTS 1-7, 9, 10, 17-19, 22-23 AND 27-33, BLOCK 3; AND LOTS 1-20, BLOCK 6. HEDGES AND FENCES SHALL NOT BE OVER FOUR FEET IN HEIGHT. ALL SIDE AND REAR PROPERTY LINES SHALL BE FENCED WITH A "WROUGHT IRON" TYPE ORNAMENTAL FENCING ONLY. ALL SUCH FENCING SHALL BE APPROVED BY THE DEVELOPER AS PROVIDED IN SECTION 5.2 HEREOF.

11.4 **GENERAL.** NEITHER MEMBERSHIP IN THE ASSOCIATION NOR OWNERSHIP OR OCCUPANCY OF A LOT SHALL CONFER ANY OWNERSHIP INTEREST IN OR RIGHT TO USE THE GOLF COURSE. RIGHTS TO USE THE GOLF COURSE WILL BE GRANTED ONLY TO SUCH PERSONS, AND ON SUCH TERMS AND CONDITIONS, AS MAY BE DETERMINED FROM TIME TO TIME BY THE OWNER(S) OF THE GOLF COURSE. THE OWNER(S) OF THE GOLF COURSE SHALL HAVE THE RIGHT, FROM TIME TO TIME IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT NOTICE, TO AMEND OR WAIVE THE TERMS AND CONDITIONS OF USE OF THE GOLF COURSE, INCLUDING, WITHOUT LIMITATION, ELIGIBILITY FOR AND DURATION OF USE RIGHTS, CATEGORIES OF USE AND EXTENT OF USE PRIVILEGES, AND NUMBER OF USERS, AND SHALL ALSO HAVE THE RIGHT TO RESERVE USE RIGHTS AND TO TERMINATE USE RIGHTS ALTOGETHER, SUBJECT TO THE TERMS OF ANY WRITTEN AGREEMENTS WITH THEIR RESPECTIVE MEMBERS.

11.5 **CONVEYANCE OF GOLF COURSE.** ALL PERSONS, INCLUDING ALL LOT OWNERS, ARE HEREBY ADVISED THAT NO REPRESENTATIONS OR WARRANTIES HAVE BEEN OR ARE MADE BY THE DECLARANT, THE ASSOCIATION, ANY BUILDER, OR BY ANY PERSON ACTING ON BEHALF OF ANY OF THE FOREGOING, WITH REGARD TO THE ACQUISITION OR ASSUMPTION OF OPERATION OF THE GOLF COURSE, AND NO PURPORTED REPRESENTATION OR WARRANTY IN SUCH REGARD, EITHER WRITTEN OR ORAL, SHALL BE EFFECTIVE UNLESS SPECIFICALLY SET FORTH IN A WRITTEN INSTRUMENT EXECUTED BY THE OWNER(S) OF THE GOLF COURSE. ALL PERSONS, INCLUDING ALL LOT OWNERS, ARE ADVISED THAT THE STATUS OF THE GOLF COURSE AS A DAILY FEE COURSE MAY CHANGE AT ANY TIME BY VIRTUE OF THE CONVEYANCE OF THE GOLF COURSE TO PARTIES OTHER THAN THE CURRENT OWNER(S) OF THE GOLF COURSE OR BY STONEBRIDGE GOLF COURSE, LLC. CONSENT OF ANY LOT OWNER SHALL NOT BE REQUIRED TO EFFECTUATE ANY CHANGE IN OWNERSHIP OR OPERATION OF THE GOLF COURSE, FOR OR WITHOUT CONSIDERATION AND SUBJECT TO OR FREE OF ANY MORTGAGE, COVENANT, LIEN OR OTHER ENCUMBRANCE.

11.6 **VIEW IMPAIRMENT.** NEITHER THE DECLARANT, NOR THE OWNER(S) OF THE GOLF COURSE GUARANTEES OR REPRESENTS THAT ANY VIEW OVER AND ACROSS THE GOLF COURSE FROM LOTS ADJACENT TO THE GOLF COURSE WILL BE PRESERVED WITHOUT IMPAIRMENT. THE OWNER(S) OF THE GOLF COURSE SHALL HAVE NO OBLIGATION TO PRUNE OR THIN TREES OR OTHER LANDSCAPING, AND SHALL HAVE THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO ADD TREES AND OTHER LANDSCAPING TO THE GOLF COURSE, FROM TIME TO TIME. IN ADDITION, THE OWNER(S) OF THE GOLF COURSE MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, CHANGE THE LOCATION, CONFIGURATION, SIZE AND ELEVATION OF THE IMPROVEMENTS, TREES, BUNKERS, FAIRWAYS AND GREENS FROM TIME TO TIME. ANY SUCH ADDITIONS OR CHANGES MAY DIMINISH OR OBSTRUCT ANY VIEW FROM THE LOTS AND ANY EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES OR FOR THE PASSAGE OF LIGHT AND AIR HEREBY EXPRESSLY DISCLAIMED.

11.7 **EASEMENTS FOR GOLF COURSE.** THE FOLLOWING EASEMENTS APPLY ONLY TO THE GOLF COURSE: (A) THE OWNER(S) OF THE GOLF COURSE, THEIR RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS, SHALL HAVE NON-EXCLUSIVE EASEMENTS OVER THE LOTS ADJACENT TO THE GOLF COURSE AS NECESSARY FOR INGRESS AND EGRESS, UTILITIES AND SUCH OTHER PURPOSES AS MAY BE REASONABLY NECESSARY OR CONVENIENT TO THE ESTABLISHMENT, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE GOLF COURSE. THE BENEFITED PARTIES SHALL BE OBLIGATED TO USE DUE CARE IN THE EXERCISE OF SUCH EASEMENTS RIGHTS; (B) EVERY LOT IS BURDENED WITH AN EASEMENT PERMITTING GOLF BALLS UNINTENTIONALLY TO COME UPON SUCH AREAS, AND FOR GOLFERS, AT REASONABLE TIMES AND IN A REASONABLE MANNER, TO COME UPON THE EXTERIOR PORTIONS OF A LOT TO RETRIEVE GOLF BALLS; PROVIDED, HOWEVER, IF ANY LOT IS FENCED OR WALLED, THE GOLFER SHALL SEEK THE LOT OWNER'S PERMISSION BEFORE ENTRY. THE EXISTENCE OF THIS EASEMENT SHALL NOT RELIEVE GOLFERS OF LIABILITY FOR DAMAGE CAUSED BY ERRANT GOLF BALLS. UNDER NO CIRCUMSTANCES SHALL ANY OF THE FOLLOWING PERSONS BE HELD LIABLE FOR ANY DAMAGE OR INJURY RESULTING FROM ERRANT GOLF BALLS OR THE EXERCISE OF THIS EASEMENT: ANY DECLARANT; THE OWNER(S) OF THE GOLF COURSE; ANY MANAGEMENT COMPANY THAT MANAGES THE GOLF COURSE (IN THEIR CAPACITIES AS SUCH); ANY BUILDER OR CONTRACTOR (IN THEIR CAPACITIES AS SUCH); ANY AGENT OF THE FOREGOING; ANY OFFICER, DIRECTOR, MANAGER, PARTNER OR MEMBER OF ANY OF THE FOREGOING, OR IS IMMEDIATELY ADJACENT TO THE GOLF COURSE IS HEREBY BURDENED WITH A NON-EXCLUSIVE EASEMENT IN FAVOR OF THE ADJACENT GOLF COURSE, FOR OVER-SPRAY OF WATER, PESTICIDES AND CHEMICALS FROM THE IRRIGATION SYSTEM SERVING THE GOLF COURSE; AND (D) THE OWNER(S) OF THE GOLF COURSE, THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT, TO THE EXTENT REASONABLY NECESSARY, OVER THE PROPERTY FOR THE INSTALLATION, OPERATION,

11.8 **ASSUMPTION OF RISK AND INDEMNIFICATION.** EACH LOT OWNER, BY ITS OR THEIR PURCHASE OF A LOT IN THE VICINITY OF THE GOLF COURSE, ACKNOWLEDGES THE INHERENT DANGERS ASSOCIATED WITH LIVING IN PROXIMITY TO THE GOLF COURSE, AND HEREBY EXPRESSLY ASSUMES THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS CAUSED BY MAINTENANCE, OPERATION AND GENERAL USE OF THE GOLF COURSE, INCLUDING, WITHOUT LIMITATION (A) NOISE FROM MAINTENANCE EQUIPMENT (IT BEING SPECIFICALLY UNDERSTOOD THAT SUCH MAINTENANCE TYPICALLY TAKES PLACE AROUND OR BEFORE SUNRISE OR AFTER SUNSET); (B) NOISE CAUSED BY GOLFERS, INCLUDING FOUL OR OBNOXIOUS LANGUAGE; (C) USE OF PESTICIDES, HERBICIDES AND FERTILIZERS; (D) VIEW RESTRICTIONS CAUSED BY MATURATION OF TREES AND SHRUBBERY; (E) USE OF EFFLUENT IN THE IRRIGATION OF THE GOLF COURSE; (F) REDUCTION IN PRIVACY CAUSED BY CONSTANT GOLF TRAFFIC ON THE GOLF COURSE, OR THE REMOVAL OR PRUNING OF SHRUBBERY OR TREES ON THE GOLF COURSE; (G) ERRANT GOLF BALLS AND GOLF CLUBS; AND (H) DESIGN OF THE GOLF COURSE. EACH LOT OWNER AGREES THAT NEITHER THE DECLARANT, ANY SUCCESSOR DECLARANT, ANY HOME BUILDER, THE OWNER(S) OF THE GOLF COURSE OR THEIR SUCCESSORS, SUCCESSORS-IN-TITLE OR ASSIGNS, ANY ENTITY MANAGING THE GOLF COURSE, ANY OFFICER, DIRECTOR, MANAGER, MEMBER, AGENT OR PARTNER OF ANY OF THE FOREGOING, OR ANY OFFICER OR DIRECTOR OF ANY PARTNER, OR ANY ORGANIZER OR SPONSOR OF ANY TOURNAMENT OR SPECIAL EVENT (COLLECTIVELY, FOR PURPOSES OF THIS SECTION 11.8, THE "RELEASED PARTIES") SHALL BE LIABLE TO ANY LOT OWNER CLAIMING ANY LOSS, INJURY OR DAMAGE BASED UPON, DUE TO, ARISING FROM, DIRECTLY OR INDIRECTLY, OR OTHERWISE RELATED TO THE PROXIMITY OF SUCH LOT OWNER'S LOT TO THE GOLF COURSE, THE MANAGEMENT OF THE GOLF COURSE, OR THE EXERCISE OF THE EASEMENT RIGHTS SET FORTH IN ARTICLE XI, EVEN IF SUCH LOSS, DAMAGE OR INJURY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. EACH LOT OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL SUCH CLAIMS AS SET FORTH IN THE PRECEDING SENTENCE BY LOT OWNER OR LOT OWNER'S LESSEES, LICENSEES, INVITEES AND EMPLOYEES WITH RESPECT TO TENANTS OF SUCH LOT OWNER'S LOT FOR INJURY, LOSS OR DAMAGE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RESULTING FROM, DIRECTLY OR INDIRECTLY, ACTS OR OMISSIONS OF THE RELEASED PARTIES, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. THE FOREGOING RELEASE AND INDEMNITY IS INTENDED TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST THEIR OWN NEGLIGENCE.

11.9 **MAINTENANCE OF GOLF COURSE.** THE MAINTENANCE STANDARDS OF ANY GREENWAY FRONTAGE ON THE GOLF COURSE, IF ANY, ARE CONTROLLED BY THE OWNER(S)/OPERATOR(S) OF THE GOLF COURSE, SEPARATE AND DISTINCT FROM THE ASSOCIATION. NEITHER THE ASSOCIATION NOR ANY DECLARANT IS RESPONSIBLE FOR ANY MAINTENANCE STANDARDS OF THE GOLF COURSE, INCLUDING BUT NOT LIMITED TO, THE HEIGHT OF BERMUUDA, RYE AND SIMILAR GRASSES.

11.10 **GOLF CARTS.** NO GOLF CARTS ARE ALLOWED TO BE OPERATED ON THE PUBLIC STREETS WITHIN THE PROPERTY. THE OWNER(S) OF THE GOLF COURSE MAY ADOPT RULES AND REGULATIONS GOVERNING THE USE AND OPERATION OF GOLF CARTS WITHIN THE GOLF COURSE.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE SOLE OWNER OF THE PROPERTY NAMED AND DESIGNATED AS WILLOW GORGE, AN ADDITION TO THE TOWN OF VERDIGRIS, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF DO HEREBY ESTABLISH AND APPROVE THE FOREGOING DEED OF DEDICATION AND AMENDED COVENANTS, RESTRICTIONS AND CONDITIONS THIS 21 DAY OF OCTOBER, 2004.

VERDIGRIS LAND CO., L.L.C.

BY: [Signature]
MANAGER

STATE OF OKLAHOMA)
COUNTY OF ROGERS) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21 DAY OF OCTOBER, 2004, BY TERRY DORSEY MANAGER OF VERDIGRIS LAND CO., L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY.

5/13/06
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I, DAN E. TANNER, DO HEREBY CERTIFY ON THIS 21 DAY OF OCTOBER THAT I AM A PROFESSIONAL REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, AND THAT THE PLAT OF WILLOW GORGE, AN ADDITION TO THE TOWN OF VERDIGRIS, OKLAHOMA, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THE POSITIONS ARE CORRECTLY SHOWN.

[Signature]
DAN E. TANNER



STATE OF OKLAHOMA)
COUNTY OF ROGERS) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF OCTOBER, 2004, BY DAN E. TANNER PROFESSIONAL REGISTERED LAND SURVEYOR.

5/13/06
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC



APPROVAL OF THE TOWN OF VERDIGRIS PLANNING COMMISSION

I, DENNIS MAYERA, CHAIRMAN OF THE TOWN OF VERDIGRIS PLANNING COMMISSION DO HEREBY CERTIFY THAT SAID COMMISSION DULY APPROVED THE PLAT OF WILLOW GORGE, AN ADDITION TO THE TOWN OF VERDIGRIS, OKLAHOMA, ON THE 18 DAY OF OCTOBER, 2004.

[Signature]
CHAIRMAN,
VERDIGRIS PLANNING COMMISSION

SEAL

ACCEPTANCE OF DEDICATION BY THE TOWN OF VERDIGRIS, OKLAHOMA

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF VERDIGRIS, OKLAHOMA, THAT THE DEDICATION SHOWN ON THE PLAT AND DEED OF DEDICATION FOR WILLOW GORGE, AN ADDITION TO THE TOWN OF VERDIGRIS, OKLAHOMA, IS HEREBY ACCEPTED.

ADOPTED BY THE BOARD OF TRUSTEES OF VERDIGRIS, OKLAHOMA, THIS 18th DAY OF OCTOBER, 2004.

ADOPTED BY THE MAYOR OF THE TOWN OF VERDIGRIS, OKLAHOMA, THIS 18th DAY OF OCTOBER, 2004.

[Signature]
TOWN CLERK
[Signature]
MAYOR

SEAL

CERTIFICATE OF COUNTY TREASURER

THE UNDERSIGNED COUNTY TREASURER FOR ROGERS COUNTY, OKLAHOMA, DOES HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE PROPERTY SET FORTH AND DESCRIBED ON THE PLAT OF WILLOW GORGE, AN ADDITION TO THE TOWN OF VERDIGRIS, OKLAHOMA, AND FIND THAT ALL AD VALOREM TAXES FOR THE PROPERTY HAVE BEEN PAID FOR ALL PRIOR YEARS, AND A DEPOSIT FOR 2004 AD VALOREM TAXES HAS BEEN MADE.

DATE: October 25, 2004

[Signature]
CATHY PINKERTON BAKER, TREASURER



CERTIFICATE OF TOWN CLERK

THE UNDERSIGNED TOWN CLERK FOR THE TOWN OF VERDIGRIS, OKLAHOMA, DOES HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF THE TOWN OF VERDIGRIS AND FIND THAT ALL DEFERRED PAYMENTS OR MATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST THE PROPERTY SET FORTH AND DESCRIBED ON THE PLAT OF WILLOW GORGE, AN ADDITION TO THE TOWN OF VERDIGRIS, OKLAHOMA.

DATE: 10/21/04

[Signature]
TOWN CLERK

20.00
5.00
734

000995

STATE OF OKLAHOMA
COUNTY OF ROGERS
FILED

05 JAN 18 PM 3:05

AMENDED DEED OF DEDICATION AND
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WILLOW GORGE

PEGGY ARMSTRONG
COUNTY CLERK

BY: *[Signature]*

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the Developer and the owner in fee simple of all of the
Lots in Willow Gorge, a subdivision located within the hereinafter described real
property (hereinafter referred to as the "Owner"):

DESCRIPTION

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See Exhibit "A" attached hereto and made a part hereof

(hereinafter the "Property or the "Addition"), according to the Recorded Plat and Deed of
Dedication which was filed on October 26, 2004 in Book 1630 at Page 2 of the Records
of the County Clerk of Rogers County, Oklahoma, hereinafter the "Plat".

The undersigned does hereby certify that the Property has been surveyed, platted
and subdivided into lots, blocks, streets and easements in accordance with the Plat and
survey thereof.

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

For the purpose of providing an orderly and uniform plan of development for the
Property, and for the further purpose of ensuring adequate conditions, restrictive and
protective covenants to preserve the character of the Property for the mutual benefit of all
of the owners of lots within the Property and their respective grantees, successors and
assigns, and pursuant to the right to amend the Plat granted to the Developer by Article
IX, paragraph 9.8, subparagraph a. the undersigned does hereby amend the Deed of
Dedication recorded October 26, 2004 in Book 1630 at Page 2 of the Records of the
County Clerk of Rogers County, Oklahoma, as follows:

ARTICLE V, DWELLING AND LOT IMPROVEMENTS

- 5.1 A. "Dwelling Size"
- 5.1 B. "Masonry"
- 5.1 C. "Garages"
- 5.2 "Approval of Plans"
- 5.6 "Outbuildings"

Article V, 5.1 A. of the Deed of Dedication of Willow Gorge is hereby amended
as follows:

[Signature]
F. Mack Greever
Attorney at Law
P. O. Box 1647
Claremore, OK 74018

A. Dwelling Size. All single story dwellings shall have a minimum living space of at least 1750 square feet. Dwellings in excess of a single story shall have a minimum living space of 1,750 square feet at the lower level and a total minimum living space of at least 2,500 square feet. Square footage shall be computed on measurements over the frame of the living space, exclusive of porches, patios and garages.

Article V, 5.1 B. of the Deed of Dedication of Willow Gorge is hereby amended as follows:

B. Masonry. All dwellings shall have at least sixty percent (60%) of the exterior walls thereof comprised of brick, stone or stucco, provided, however, that the area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry shall extend to the ground line whereby the foundation shall be concealed, and to the plate line at the front of the dwelling in all cases and, for dwellings constructed on lots described in Article XI, paragraph 11.1, to the plate line at the sides and rear of the dwelling. In particular cases, the Developer reserves the right to permit other material brands in lieu of brick, stone or stucco.

Article V, 5.1 C. of the Deed of Dedication of Willow Gorge is hereby amended as follows:

C. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. All garages shall be accessed by an overhead garage door. No glass, plastic or other transparent material shall be permitted for use in the overhead garage door without the approval of the Developer. Carports shall not be permitted. A detached garage shall not be permitted without the prior written approval of the Developer, or the Association after the Turnover Date as defined herein, unless it is constructed in accordance with paragraph 5.2 hereof.

Article V, 5.2 of the Deed of Dedication of Willow Gorge is hereby amended as follows:

5.2 Approval of Plans: For the purpose of further insuring the development of the Addition as an area of high standards, the Developer, or the Association after the Turnover Date as defined herein, reserves the right and power to control the buildings, structures, landscaping and other improvements constructed or placed on each lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure, addition or alteration, shall have been submitted to and approved in writing by Developer. Developer shall consider

applications for a waiver herein authorized or for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors, the nature and character of the proposed building or structure; the quality of workmanship; the nature and durability of materials; the availability of alternative materials; the site upon which it is proposed to be constructed; harmony of external design with existing Structure; choice of colors; changes in topography, grade elevations and/or drainage; changes in landscaping; factors of public health and safety, the effect of the proposed Structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area.

The Developer shall not be liable for any approval, disapproval or failure to approve plans as provided in this Deed of Dedication and Restrictive Covenants, as amended. The Developer is not responsible for building methods or materials. Approval of building plans by the Developer shall not constitute a warranty or approval of procedures, structural design, grading or drainage or code compliance. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restrictions, unless the Developer is herein authorized to grant the waiver.

Article V, paragraph 5.6 of the Deed of Dedication of Willow Gorge is hereby amended as follows:

5.6 Outbuilding: All tool sheds, hobby rooms, detached garages or other outbuildings shall conform to the basic architectural styling of the dwelling and for those dwellings located on those lots set forth in Article XI, paragraph 11.1 shall consist of at least fifty percent (50%) masonry conforming to the dwelling and for all other dwellings shall consist of at least twenty-five percent (25%) masonry conforming to the dwelling. All such outbuildings shall be shingled with the same color shingles as the dwelling. No outbuildings of any kind shall be constructed without the prior written approval of the Developer.

ARTICLE VI, LOT USE AND RESTRICTION

6.6 "Swimming Pools"

6.7 "Clothes Lines"

Article VI, paragraph 6.6 of the Deed of Dedication of Willow Gorge is hereby amended as follows:

6.6 Swimming Pools: Swimming pool drains shall be piped into the sanitary sewer nearest to the lot. All pool service equipment shall be kept and stored from view behind a privacy fence and located in either (a) a side yard between the front and rear boundaries of the dwelling; or (b) in the back yard adjacent to the dwelling; and shall not be visible from any residential street or other lot. No temporary pool covering shall

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of January, 2005, personally appeared Terry Dorsey, to me known to be the identical persons who executed the within and foregoing instrument as manager of Verdigris Land Co., L.L.C. an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth as Manager.

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



Notary Public

(Seal)
My Commission Expires:



A TRACT OF LAND THAT IS PART OF SECTION TWO (2), TOWNSHIP TWENTY (20) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN, ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTH-WEST QUARTER OF THE SOUTHWEST QUARTER (NW¼ SW¼) OF SAID SECTION 2; THENCE NORTH 88°43'01" EAST ALONG THE NORTHERLY LINE OF SAID NW¼ SW¼, FOR A DISTANCE OF 1000.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF RESERVE A, 'COTTONWOOD HILL', AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (BOOK 1204, PAGE 836) AND THE NORTHEAST CORNER OF 'BLACKBERRY RIDGE' AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6814 BOOK 293, PAGE 847); THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID 'BLACKBERRY RIDGE' ALONG A 975.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 18°11'15" WEST, A CENTRAL ANGLE OF 0°33'05", FOR AN ARC DISTANCE OF 8.95 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 83°24'35" EAST FOR A DISTANCE OF 487.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 975.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35°09'09", FOR AN ARC DISTANCE OF 192.54 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°00'00", FOR AN ARC DISTANCE OF 215.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 1170.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°32'28", FOR AN ARC DISTANCE OF 341.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 32°52'09" EAST FOR A DISTANCE OF 251.20 FEET TO A POINT OF CURVATURE; THENCE ALONG A 470.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 33°52'09", FOR AN ARC DISTANCE OF 277.93 FEET TO A POINT; THENCE SOUTH 75°04'42" WEST FOR A DISTANCE OF 372.78 FEET TO A POINT; THENCE NORTH 56°07'51" WEST FOR A DISTANCE OF 33.50 FEET TO A POINT; THENCE NORTH 12°04'33" WEST FOR A DISTANCE OF 181.74 FEET TO A POINT; THENCE NORTH 17°53'28" EAST FOR A DISTANCE OF 38.85 FEET TO A POINT; THENCE NORTH 47°15'24" EAST FOR A DISTANCE OF 158.04 FEET TO A POINT; THENCE NORTH 24°17'20" EAST FOR A DISTANCE OF 86.58 FEET TO A POINT; THENCE NORTH 50°12'27" EAST FOR A DISTANCE OF 73.84 FEET TO A POINT; THENCE NORTH 7°00'00" EAST FOR A DISTANCE OF 80.37 FEET TO A POINT; THENCE SOUTH 18°11'15" WEST FOR A DISTANCE OF 87.80 FEET TO A POINT; THENCE SOUTH 43°05'35" WEST FOR A DISTANCE OF 405.24 FEET TO A POINT; THENCE SOUTH 6°31'02" WEST FOR A DISTANCE OF 432.84 FEET TO A POINT; THENCE SOUTH 52°05'22" WEST FOR A DISTANCE OF 214.12 FEET TO A POINT; THENCE NORTH 84°48'42" WEST FOR A DISTANCE OF 108.48 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF OF THE EAST HALF OF SAID WESTERLY LINE OF THE E/2 E/2 NW¼ OF SECTION 2; THENCE NORTH 1°18'24" WEST ALONG SAID WESTERLY LINE OF THE E/2 E/2 NW¼, FOR A DISTANCE OF 1184.80 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHEAST QUARTER (SE¼) OF GOVERNMENT LOT THREE (3); THENCE NORTH 86°43'10"

EAST ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF THE SOUTH HALF (S/2) OF GOVERNMENT LOT TWO (2), FOR A DISTANCE OF 1323.36 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF (E/2) OF SAID GOVERNMENT LOT 2; THENCE NORTH 1°20'03" WEST ALONG SAID WESTERLY LINE OF THE E/2, FOR A DISTANCE OF 408.84 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 268; THENCE SOUTHEASTERLY ALONG A 4348.33 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 73°04'31" EAST, A CENTRAL ANGLE OF 18°14'00", FOR AN ARC DISTANCE OF 1232.01 FEET TO A POINT; THENCE SOUTH 33°09'09" WEST FOR A DISTANCE OF 815.00 FEET TO A POINT; THENCE SOUTH 58°48'42" WEST FOR A DISTANCE OF 838.45 FEET TO A POINT; THENCE NORTH 21°43'30" WEST FOR A DISTANCE OF 412.50 FEET TO A POINT; THENCE NORTH 81°14'22" WEST FOR A DISTANCE OF 83.75 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST FOR A DISTANCE OF 220.80 FEET TO A POINT; THENCE SOUTH 0°00'00" WEST FOR A DISTANCE OF 103.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A 330.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°38'13", FOR AN ARC DISTANCE OF 183.30 FEET TO A POINT; THENCE SOUTH 72°20'47" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 3°05'01" EAST FOR A DISTANCE OF 183.46 FEET TO A POINT; THENCE SOUTH 33°52'09" WEST FOR A DISTANCE OF 333.84 FEET TO A POINT; THENCE NORTH 50°30'15" WEST FOR A DISTANCE OF 23.04 FEET TO A POINT; THENCE NORTH 8°15'14" EAST FOR A DISTANCE OF 15.87 FEET TO A POINT; THENCE NORTH 47°33'31" EAST FOR A DISTANCE OF 48.25 FEET TO A POINT; THENCE NORTH 7°48'03" WEST FOR A DISTANCE OF 62.13 FEET TO A POINT; THENCE NORTH 37°28'15" WEST FOR A DISTANCE OF 13.82 FEET TO A POINT; THENCE SOUTH 33°52'09" WEST FOR A DISTANCE OF 42.78 FEET TO A POINT; THENCE SOUTH 36°04'12" EAST FOR A DISTANCE OF 15.71 FEET TO A POINT; THENCE SOUTH 4°26'22" WEST FOR A DISTANCE OF 44.35 FEET TO A POINT; THENCE SOUTH 6°24'49" WEST FOR A DISTANCE OF 48.08 FEET TO A POINT; THENCE SOUTH 7°33'27" WEST FOR A DISTANCE OF 49.19 FEET TO A POINT; THENCE SOUTH 8°15'15" EAST FOR A DISTANCE OF 41.88 FEET TO A POINT; THENCE SOUTH 33°52'09" WEST FOR A DISTANCE OF 184.87 FEET TO A POINT; THENCE SOUTH 52°01'35" WEST FOR A DISTANCE OF 350.54 FEET TO A POINT; THENCE NORTH 71°18'43" WEST FOR A DISTANCE OF 132.02 FEET TO A POINT; THENCE NORTH 40°14'27" WEST FOR A DISTANCE OF 58.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 48°45'32" WEST, A CENTRAL ANGLE OF 55°39'53", FOR AN ARC DISTANCE OF 904.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83°24'35" WEST FOR A DISTANCE OF 519.78 FEET TO A POINT ON THE EASTERLY LINE OF SAID 'BLACKBERRY RIDGE'; THENCE NORTHERLY ALONG SAID EASTERLY LINE ALONG A 875.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 11°50'33" EAST, A CENTRAL ANGLE OF 3°45'37", FOR AN ARC DISTANCE OF 43.99 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,341,494 SQUARE FEET OR 54.872 ACRES.

14/08
5:40
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006366

STATE OF OKLAHOMA
COUNTY OF ROGERS 671
FILED

SECOND AMENDED DEED OF DEDICATION AND
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WILLOW GORGE

APR 12 PM 3:05

PEGGY ARMSTRONG
COUNTY CLERK
BY: *W. A. Kelley*

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the Developer and the owner in fee simple of all of the Lots in Willow Gorge, a subdivision located within the real property described on Exhibit "A" attached hereto and made part hereof, (hereinafter the "Property or the "Addition"), according to the Recorded Plat and Deed of Dedication which was filed on October 26, 2004 in Book 1630 at Page 2 and Amended on January 18, 2005 in Book 1650 at Page 383, of the records of the County Clerk of Rogers County, Oklahoma, hereinafter the "Plat".

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The undersigned does hereby certify that the Property has been surveyed, platted and subdivided into lots, blocks, streets and easements in accordance with the Plat and survey thereof.

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

For the purpose of providing an orderly and uniform plan of development for the Property, and for the further purpose of ensuring adequate conditions, restrictive and protective covenants to preserve the character of the Property for the mutual benefit of all of the owners of lots within the Property and their respective grantees, successors and assigns, and pursuant to the right to amend the Plat granted to the Developer by Article IX, paragraph 9.8, subparagraph a. the undersigned does hereby amend the Deed of Dedication recorded October 26, 2004 in Book 1630 at Page 2 and the Amendment thereto filed of record January 18, 2005 in Book 1650 at Page 383 of the records of the County Clerk of Rogers County, Oklahoma, as follows:

ARTICLE V, DWELLING AND LOT IMPROVEMENTS

5.1 A. "Dwelling Size"

Article V, 5.1 A. of the Deed of Dedication of Willow Gorge and the amendment thereto is hereby amended as follows:

A. Dwelling Size. All single story dwellings shall have a minimum living space of 1750 square feet. Dwellings in excess of a single story shall have a minimum living space of 1,750 square feet at the lower level and a total minimum living space of 2,300 square feet EXCEPT FOR Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 1, Lots 1, 2, and 3 in Block 2, Lots 1, 2, 3, 4 and 30 in Block 3, Lots 8, 9 and 10 in Block 4 and Lots 2, 3, 6, 7 and 9 in Block 6, which shall be required to have a minimum living space of 2800 square feet, regardless of whether a single or multi-story. Square footage shall be computed on measurements over the frame of the living space, exclusive of porches, patios and garages.

Filed by:
F. Mack Greever
Attorney at Law
P. O. Box 1647
Claremore, OK 74018

ARTICLE V, DWELLING AND LOT IMPROVEMENTS
5.3 "Set-Back Lines"

Article V, 5.3 of the Deed of Dedication and amendment thereto of Willow Gorge is hereby amended as follows:

5.3 **SET BACK LINES:** No buildings, outbuildings, structures, or parts thereof shall be constructed or maintained on lots nearer to the property lines than the set-back lines provided herein or shown on the plat, unless otherwise provided by easement or set-back lines shown on the plat, the minimum building set-back lines for dwellings or other outbuilding structures shall be:

Front Yard:	25 feet
Side Yard:	5 feet
Other Side Yard:	5 feet
Back Yard:	20 feet

On all lots where there is both twenty-five foot (25') set-back line and a twenty foot (20') set-back line adjacent to a street, the portion of the lot containing the twenty-five foot (25') set-back shall be considered the front yard and the dwelling shall face that portion of the lot.

The remainder of the covenants and restrictions contained in the Deed of Dedication shall remain in full force and effect as filed in Book 1630 at Page 2, as amended January 18, 2005 in Book 1650 at Page 383, of the records of the County Clerk of Rogers County, Oklahoma.

IN WITNESS WHEREOF, the undersigned being the Developer of the Property designated as Willow Gorge, an addition to the Town of Verdigris, Rogers County, State of Oklahoma, according to the recorded Plat thereof, does hereby approve the foregoing Second Amended Deed of Dedication and Declaration of Covenants, Conditions and Restrictions for Willow Gorge this 5th day of April, 2005.

DEVELOPER:

VERDIGRIS LAND CO., L.L.C.

By: 
 Terry Dorsey, Manager

STATE OF OKLAHOMA)
) SS.
COUNTY OF ROGERS)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of April, 2005, personally appeared Terry Dorsey, to me known to be the identical persons who executed the within and foregoing instrument as manager of Verdigris Land Co., L.L.C. an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth as Manager.

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

Paula J. Greever
Notary Public

(Seal)
My Commission Expires:

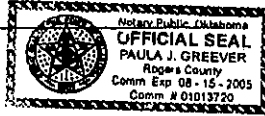


EXHIBIT A

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A TRACT OF LAND THAT IS PART OF SECTION TWO (2), TOWNSHIP TWENTY (20) NORTH, RANGE FIFTEEN (15) EAST, OF THE INDIAN MERIDIAN, ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTH-WEST QUARTER (NW1/4 SW1/4) OF SAID SECTION 2; THENCE NORTH 88°44'30" EAST ALONG SAID NORTHERLY LINE OF SAID SECTION 2, FOR A DISTANCE OF 1036.00 FEET TO AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (BOOK 1224, PAGE 839) AND THE NORTHEAST CORNER OF "BLACKBERRY RIDGE" AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 8814 BOOK 232, PAGE 847); THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID "BLACKBERRY RIDGE" ALONG A 873.00 FOOT RADIUS CENTRAL ANGLE OF 0°35'51", FOR AN ARC DISTANCE OF 885 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 83°24'35" EAST FOR A DISTANCE OF 497.57 FEET TO A POINT OF CURVATURE; CENTRAL ANGLE OF 35°07'00", FOR AN ARC DISTANCE OF 302.54 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°00'00", FOR AN ARC DISTANCE OF 213.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°32'09" EAST FOR A DISTANCE OF 541.07 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1170.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°12'20", FOR AN ARC DISTANCE OF 251.20 FEET TO A POINT OF CURVATURE; THENCE ALONG A 470.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°12'28", FOR AN ARC DISTANCE OF 272.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A 372.76 FEET TO A POINT; THENCE NORTH 56°07'51" WEST FOR A DISTANCE OF 33.50 FEET TO A POINT; THENCE NORTH 12°08'35" WEST FOR A DISTANCE OF 181.74 FEET TO A POINT; THENCE NORTH 17°33'28" EAST FOR A DISTANCE OF 188.04 FEET TO A POINT; THENCE NORTH 47°16'24" EAST FOR A DISTANCE OF 80.58 FEET TO A POINT; THENCE NORTH 50°12'27" EAST FOR A DISTANCE OF 73.84 FEET TO A POINT; THENCE NORTH 0°00'00" EAST FOR A DISTANCE OF 50.37 FEET TO A POINT; THENCE SOUTH 85°57'04" WEST FOR A DISTANCE OF 47.00 FEET TO A POINT; THENCE SOUTH 85°57'04" WEST FOR A DISTANCE OF 40.24 FEET TO A POINT; THENCE SOUTH 83°10'2" WEST FOR A DISTANCE OF 432.88 FEET TO A POINT; THENCE SOUTH 82°05'23" WEST FOR A DISTANCE OF 214.12 FEET TO A POINT; THENCE NORTH 84°44'42" WEST FOR A DISTANCE OF 108.40 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF OF THE NORTH-WEST QUARTER (E1/2 NW1/4) OF SECTION 2; THENCE NORTH 1°19'24" WEST ALONG SAID WESTERLY LINE OF THE E1/2 NW1/4, FOR A DISTANCE OF 118.80 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTH-EAST QUARTER (SE1/4) OF GOVERNMENT LOT THREE (3); THENCE NORTH 88°43'10"

EAST ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF THE SOUTH HALF (S1/2) OF GOVERNMENT LOT TWO (2), FOR A DISTANCE OF 1325.38 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF (E1/2) OF SAID GOVERNMENT LOT 2; THENCE NORTH 1°20'03" WEST ALONG SAID WESTERLY LINE OF THE E1/2, FOR A DISTANCE OF 100.88 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 208; THENCE SOUTHWESTERLY ALONG A 4348.35 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 79°04'31" EAST, A CENTRAL ANGLE OF 18°14'00", FOR AN ARC DISTANCE OF 1232.01 FEET TO A POINT; THENCE SOUTH 33°09'00" WEST FOR A DISTANCE OF 815.00 FEET TO A POINT; THENCE SOUTH 33°09'00" WEST FOR A DISTANCE OF 838.43 FEET TO A POINT; THENCE NORTH 21°45'30" WEST FOR A DISTANCE OF 442.50 FEET TO A POINT; THENCE NORTH 81°12'27" WEST FOR A DISTANCE OF 63.73 FEET TO A POINT; THENCE SOUTH 87°00'00" WEST FOR A DISTANCE OF 220.50 FEET TO A POINT; THENCE SOUTH 0°00'00" WEST FOR A DISTANCE OF 183.37 FEET TO A POINT OF CURVATURE; THENCE ALONG A 330.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°39'13", FOR AN ARC DISTANCE OF 183.30 FEET TO A POINT; THENCE SOUTH 72°29'37" EAST FOR A DISTANCE OF 103.49 FEET TO A POINT; THENCE SOUTH 8°03'01" EAST FOR A DISTANCE OF 103.49 FEET TO A POINT; THENCE SOUTH 33°12'08" WEST FOR A DISTANCE OF 332.84 FEET TO A POINT; THENCE NORTH 8°13'14" EAST FOR A DISTANCE OF 83.87 FEET TO A POINT; THENCE NORTH 8°13'14" EAST FOR A DISTANCE OF 40.23 FEET TO A POINT; THENCE NORTH 7°48'00" WEST FOR A DISTANCE OF 82.13 FEET TO A POINT; THENCE NORTH 37°28'10" WEST FOR A DISTANCE OF 15.82 FEET TO A POINT; THENCE SOUTH 33°12'28" WEST FOR A DISTANCE OF 42.78 FEET TO A POINT; THENCE SOUTH 4°28'22" WEST FOR A DISTANCE OF 44.35 FEET TO A POINT; THENCE SOUTH 8°24'48" WEST FOR A DISTANCE OF 48.04 FEET TO A POINT; THENCE SOUTH 8°24'48" WEST FOR A DISTANCE OF 41.85 FEET TO A POINT; THENCE SOUTH 7°33'27" WEST FOR A DISTANCE OF 49.10 FEET TO A POINT; THENCE SOUTH 14°11'54" EAST FOR A DISTANCE OF 41.88 FEET TO A POINT; THENCE SOUTH 33°42'29" WEST FOR A DISTANCE OF 184.87 FEET TO A POINT; THENCE SOUTH 52°00'53" WEST FOR A DISTANCE OF 850.34 FEET TO A POINT; THENCE NORTH 71°18'43" WEST FOR A DISTANCE OF 132.42 FEET TO A POINT; THENCE NORTH 71°18'43" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A 1030.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 49°45'32" WEST, A CENTRAL ANGLE OF 33°39'03", FOR AN ARC DISTANCE OF 104.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83°24'35" WEST FOR A DISTANCE OF 218.78 FEET TO A POINT ON THE EASTERLY LINE OF SAID "BLACKBERRY RIDGE"; THENCE NORTHERLY ALONG SAID EASTERLY LINE ALONG A 873.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 11°50'33" EAST, A CENTRAL ANGLE OF 3°48'37", FOR AN ARC DISTANCE OF 83.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 2,381,494 SQUARE FEET OR 54.672 ACRES.