

**FIRST AMENDMENT TO DEED OF DEDICATION
AND RESTRICTIVE COVENANTS
FOR
OAKRIDGE II AT COOPER RANCH**

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

We, the undersigned owners of the lots and blocks set forth opposite our names on Exhibit "A" attached hereto and made a part hereof, being a majority or more of the lot Owners of Oakridge II at Cooper Ranch, a subdivision in a part of the N/2 of Section 31, Township 21 North, Range 15 East of the I.B. & M., Rogers County, State of Oklahoma, according to the recorded Plat thereof ("Oakridge II at Cooper Ranch"), as verified by Special Certificate No 20063045, issued by Rogers County Abstract Company, an Oklahoma corporation, and attached hereto as Exhibit "B", do hereby consent and agree to amend, and by these presents do hereby amend certain provisions contained in the Deed of Dedication and Restrictive Covenants recorded November 2, 2000, in Book 1255, Page 348, as follows:

A. Paragraph 1 "Lot Use": Paragraph 1, relating to lot use, shall be amended in its entirety to read as follows:

1. LOT USE:

- A. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height.
- B. Upon completion of construction of any residence, the owner shall be responsible for carefully re-establishing the final grade of the bar ditch to permit the free flow of stormwater. The bar ditch shall be fully sodded up to the edge of the street surface material. The front, back and side yards of each lot must be fully sodded. Corner lots must be fully sodded up to the edge of the street surface along the bar ditch on both sides of the lot and shall be fully sodded over the front, back and side yards. Each lot shall have a professional landscape package installed in the front yard upon completion of the construction of any residence.

A. Paragraph 9 "Storage/Above Ground Pools and Hot Tubs": Paragraph 9, relating to storage of items on Lots, shall be amended in its entirety to read as follows:

9. STORAGE AND ABOVE GROUND POOLS AND HOT TUBS: No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing. No above-ground pool or hot tub may be stored, used or placed on any Lot unless (a) approved by the Board of Directors of the Association and (b) placed in the rear or side yard and screened from view by (i) a six foot (6.0') privacy fence or (ii) a pool/tub deck with a minimum height equal to the outer edges of the pool/tub and a pool/tub skirt surrounding the perimeter of the deck which shall conform to the basic architectural styling of the dwelling and made of substantially similar materials except no masonry shall be required around the deck.

B. Paragraph 29 "Variance": A new paragraph 29 titled "VARIANCE" shall be and is hereby added to the original Deed of Dedication and Restrictive Covenants for Oakridge II at Cooper Ranch and shall read as follows:

29. VARIANCE. THE ASSOCIATION, IN ITS SOLE AND REASONABLE DISCRETION SUBJECT ONLY TO THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, SHALL HAVE THE RIGHT TO GRANT APPROVALS, WAIVERS AND VARIANCES REQUIRED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, BASED ON SUCH CONDITIONS AS MAY BE PECULIAR TO AN OWNER'S PARTICULAR LOT OR CIRCUMSTANCES. PROVIDED, HOWEVER, ANY APPROVAL, WAIVER OR VARIANCE GRANTED BY THE ASSOCIATION SHALL BE IN THE INTEREST OF THE OWNER REQUESTING SUCH APPROVAL, WAIVER OR VARIANCE, AND SHALL BE CONSISTENT AND IN HARMONY WITH THE CONSTRUCTION AND ARCHITECTURAL GUIDELINES AND RESTRICTIONS WITHIN OAKRIDGE II AT COOPER RANCH, SHALL NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF THEIR PROPERTY BY ADJOINING LOT OWNERS, AND SHALL NOT DECREASE THE PROPERTY VALUES IN THE NEIGHBORHOOD. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DEVELOPER SHALL HAVE NO LIABILITY FOR VARIANCES WHICH DO NOT CONFORM TO THE STANDARDS SET FORTH HEREIN, IN LAW OR IN EQUITY.

The provisions herein constitute the entire amendment of the Deed of Dedication and Restrictive Covenants of Oakridge II at Cooper Ranch and the Owners and Developer hereby expressly ratify and confirm all remaining provisions of the Deed of Dedication and Restrictive Covenants as stated therein.

OAKRIDGE AT COOPER RANCH CONDITIONS AND RESTRICTIONS

OAKRIDGE AT COOPER RANCH was developed in harmony with the environment to enhance the unique scenery of the development and be preserved by the creation and enforcement of development standards.

The Developer, being desirous of establishing a desirable system of development of said property, and preserving the character thereof as a residential addition does hereby declare and establish the following restrictions, conditions, and protective covenants. Same are hereby made for the use and benefit of each and every person acquiring title or interest in said property, and any persons accepting conveyance thereof, either directly or remotely. All properties in this subdivision are subject to these conditions, restrictions, and protective covenants, to-wit:

1. LOT USE. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot, which exceeds two (2) stories in height.

2. DWELLING SIZE AND MATERIAL. No single story dwellings shall be erected in OAKRIDGE AT COOPER RANCH, which have a living space of less than 2500 square feet. Dwellings in excess of a single story shall have a total minimum living space of 2600 square feet and a minimum living space of 1600 square feet at the lower level. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages. On all houses using composition shingles for roof covering, such composition shingles must be Heritage II or equal and shall be dark earth tone to resemble weathered wood. No building shall have a roof pitch of less than 9/12 over 75% of roof. No dwelling shall be erected, placed or constructed on any lot in OAKRIDGE AT COOPER RANCH unless at least Seventy-five percent (75%) of the exterior walls thereof are brick or stone; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls; and further provided that where a gable-type roof is constructed then that part of such exterior wall extended above the room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon written consent of the Developer.

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:	40 feet	Back Yard:	20 feet
Side yard:	10 feet	Other side yard:	15 feet

4. GARAGES. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. Carports shall not be permitted. Detached garages must meet architectural requirements of the Home with 25% masonry.

5. DRIVEWAYS, CULVERTS. All driveways into a lot from any street shall be constructed of concrete or asphalt extending to street with masonry headwalls to match house and shall not be less than sixteen (16) feet in width. All driveways shall contain a drainage culvert of at least twelve (12) inches in diameter. Driveway drainage culverts shall be constructed with headwalls conforming to the masonry of the dwelling and should allow for no exposed concrete, metal, or piping.

6. MAILBOXES. All mailboxes and light poles to be black ornamental iron of uniform construction and architectural design deemed appropriate by Developer.

7. OUTBUILDINGS. All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling with a minimum of 25% masonry that conforms to dwelling.

8. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or block in said addition, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuilding herein.

9. STORAGE. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

10. VEHICLES, MOTORCYCLES. No vehicle, motorcycle, motor bike, camper, trailer, or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period except in a garage or screened from view behind the set-back lines. Vehicles shall not be kept, parked, stood or stored on the yard.

11. ANTENNAE. No exterior television, radio, or other antennae or reception devices shall be constructed or maintained anywhere in OAKRIDGE AT COOPER RANCH without the approval of the Developer.

12. FENCES. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. Fences may consist of wood, brick, natural stone or a combination of chain link with treated round wood post and rails.

13. DWELLING AS RESIDENCE. No trailer, tent, shack, garage, barn or other outbuilding shall not at any time be used as residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

14. NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to OAKRIDGE AT COOPER RANCH.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer

or builder to advertise the property during the construction and sales period, unless approved, in writing, by the Developer.

16. MOBILE HOMES. No mobile home shall be moved into or be present in OAKRIDGE AT COOPER RANCH, except that the Developer may use a trailer as a construction and sales office during the time of construction.

17. 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 incinerators or other equipment for storage or disposal of such material and all lots shall be kept clean, neat and orderly in manner. Lots and all easements thereon shall be kept clean, neat, and mowed to the street.

18. UNDERGROUND UTILITIES. In connection with the installation of underground utility services, all lots are subject to the following provisions, which are enforceable by the suppliers of each such utility, to-wit:

- a. All supply lines shall be located in the easement-ways reserved for general services and streets as shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- b. Underground service lines to all houses may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house provided that upon the installation of such line to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- c. The supplier of utility service, through its proper agents and employees, shall at all times have right access to and upon 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 it.
- d. The owner of each lot shall be responsible for the protection of the underground utility facilities located on his property and shall prevent the alteration of grade of any construction activity, which may interfere with said facilities. The supplier shall be responsible for ordinary maintenance of underground facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound hereby.
- f. The Developer, and all subsequent lot owners, recognizes that Transok, LLC is the holder of a certain easement within the land platted as OAKRIDGE AT COOPER RANCH. Such easement contains within its boundaries a natural gas pipeline. If, in the future, Transok, LLC has to excavate any streets, driveways or other structures, which have been placed over and upon Transok, LLC's easement in order that Transok, LLC may perform work or maintenance on its pipeline, Transok, LLC will not be responsible for any damage to such streets, driveways, or other structures.

19. DRAINAGE DETENTION EASEMENTS. The Drainage, Detention and Park Access Easements shall be maintained by the Homeowners Association. The following standards apply to the Drainage, Detention Easements on said lots.

- a. The grade of all banks and side slopes shall not be altered from the finished grade elevation shown on the grading plans and specifications approved by the City-Rogers County Metropolitan area Planning Commission or its Staff or such Agency, Subdivision or Department as it may designate (The "Commission")
- b. The Homeowners' Association shall mow areas covered by grass within the drainage detention easement in season at regular intervals.
- c. No fence, wall, planting, building, or other obstruction may be placed or maintained within the drainage detention easement without the written approval of the Commission.
- d. Maintenance of the drainage detention easements shall be the responsibility of the Homeowners' Association, except that the County Commissioners, its employees or agents, at their discretion, have the right to enter upon said easements for the purpose of improving and/or maintaining the same. There will be no compensation for such actions.

20. SANITARY DISPOSAL. Sewage is intended to be disposed of by individual septic tank disposal systems, and shall be subject to the regulations of the Department of Environmental Quality. Each lot owner shall be responsible for maintenance of the septic system serving the lot. The area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines. No outside toilets shall be allowed in OAKRIDGE AT COOPER RANCH and all sanitary arrangements must comply with local and state health requirements. Each purchaser of a lot within OAKRIDGE AT COOPER RANCH shall, prior to accepting a covenant thereof, make an independent investigation as to that particular lots' suitability for a septic tank disposal system. The Developer makes no warranties, expressed or implied, as to any lots' soil characteristics. Each owner of a lot, by acceptance of a deed therefore, is deemed to have inspected and accepted that lots' suitability for a septic tank disposal system. Each lot owner, and not the Developer, shall be responsible for the proper installation and care of that lots' septic tank disposal system.

21. HOMEOWNERS' ASSOCIATION.

- a. Formation of Homeowners Association: The Owner/Developer has formed or shall cause to be formed the COOPER RANCH ASSOCIATION, INC. (Hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purpose of eventually, at the discretion of the Developer, accepting title to and maintaining the reserve areas set forth on the Plat and enhancing the value, desirability and attractiveness of OAKRIDGE AT COOPER RANCH.
- b. Membership: Every person or entity who is a record owner of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.
- c. Covenant for Assessment: Each owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agrees to pay to the Association, assessments to be established by the Developer and/or the Board of Directors of the Association. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of first mortgage.

d. Certain Rights of the Association: Without limitation of such other powers and rights as the Association may have the Association shall be deemed a beneficiary, to the same extent as a lot owner of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

22. ENFORCEMENT. Enforcement to restrain or to recover damages for violation of the covenants may be brought by the Developer or an owner of any lot or having any interest therein, whether acting jointly or severally. The Developer and COOPER RANCH ASSOCIATION shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

23. APPROVAL OF PLANS. For the purpose of further insuring the development of OAKRIDGE AT COOPER RANCH AS AN AREA OF HIGH STANDARDS, THE Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper.

24. REMEDIES. If any person shall violate or attempt to violate any of the covenants, conditions, or restrictions herein, any person owning any real property in OAKRIDGE AT COOPER RANCH shall have standing to prosecute and proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought by the Developer to enforce any provision hereof, the Developer, if the prevailing party, shall be entitled to an award of attorney's fees to be taxed as costs.

25. NO WAIVER. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right, or remedy, nor a modification of these restrictions and protective covenants.

26. SEVERABILITY. Invalidation of any one of these covenants, restrictions, or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

27. BINDING EFFECT AMENDMENTS. These covenants, conditions, and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided however, they may be amended by the owners of a majority of the lots of OAKRIDGE AT COOPER RANCH, which amendment shall be effective upon recording in the records of the Rogers County Clerk. The Developer reserves the right in its sole discretion and without joinder of any owner at any time to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged and filed in the office of the County Clerk of Rogers County, Oklahoma.

IN WITNESS WHEREOF, Kourtis Properties Cooper Ranch LLC, being the sole owner of OAKRIDGE AT COOPER RANCH platted hereon, hereby approves the foregoing deed of dedication, conditions and covenants this 7th day of June 1999.

Pete Kourtis, Member-Manager
KOURTIS PROPERTIES COOPER RANCH LLC.

ASSIGNMENT AND ASSUMPTION AGREEMENT
OAKRIDGE AT COOPER RANCH
OAKRIDGE II AT COOPER RANCH
OAKRIDGE III AT COOPER RANCH

WHEREAS, Kourtis Properties-Cooper Ranch, L.L.C., an Oklahoma limited liability company, is the developer ("Developer") of those certain residential subdivisions known as Oakridge at Cooper Ranch, Oakridge II at Cooper Ranch and Oakridge III at Cooper Ranch ("Subdivisions"), legally described, respectively, as follows, to-wit:

Reserves and Common Areas shown on the Plat of Oakridge at Cooper Ranch, a subdivision in a part of the N/2 of Section 31, Township 21 North, Range 15 East of the I.B. & M., Rogers County, Oklahoma, according to the recorded Plat thereof; and

Reserves and Common Areas shown on the Plat of OAKRIDGE II AT COOPER RANCH, a subdivision in a part of the N/2 of Section 31, Township 21 North, Range 15 East of the I.B. & M., Rogers County, Oklahoma, according to the recorded Plat thereof; and

Reserves and Common Areas shown on the Plat of OAKRIDGE III AT COOPER RANCH, a Subdivision in a part of the N/2 of Section 31, Township 21 North, Range 15 East of the I.B. & M., Rogers County, State of Oklahoma, according to the recorded Plat thereof,

WHEREAS, Cooper Ranch Association, Inc. ("Association") was formed for the purpose of collecting homeowner's assessments and insuring that the properties within the Subdivisions are constructed and maintained in accordance with the Declarations (defined below).

WHEREAS, Developer has certain rights and responsibilities pursuant to the Deed of Dedication and Restrictive Covenants dated June 7, 1999, and recorded June 15, 1999, in Book 1176, Page 652, as to Oakridge at Cooper Ranch; Deed of Dedication and Restrictive Covenants recorded November 2, 2000, in Book 1255, Page 348, as to Oakridge II at Cooper Ranch; and Deed of Dedication and Restrictive Covenants dated February 26, 2003, and recorded March 19, 2003, in Book 1459, Page 127, as to Oakridge III at Cooper Ranch (collectively, the "Declarations"), all recorded in the Office of the Rogers County Clerk.

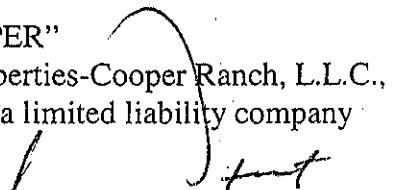
WHEREAS, the lots within the Subdivisions have been fully developed to the complete satisfaction of the Association, and the Association has unconditionally waived, and by these presents does waive, any and all claims the Association may have against the Developer in relation thereto.

WHEREAS, the Association agrees to keep, observe and perform all of the covenants, conditions, restrictions and terms of the Declarations.

NOW, THEREFORE, for and in consideration of the common improvements made by the Developer to the Subdivisions and transferred to the Association, these premises and the mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, Developer does by these presents GRANT, BARGAIN, ASSIGN, TRANSFER, CONVEY AND SETOVER unto the Association all right, title and interest of the Developer in and to the Park, Detention Area and other common areas of the Subdivisions (collectively, the "Common Areas") as identified on the respective recorded plat for each Subdivision, and in their respective Declaration, and the Association does by these presents accept the Common Areas identified on the Plat of each Subdivision, AS IS, in their current condition without warranty or representation, and the Association assumes all obligations, duties and responsibilities of the Developer under the Declarations, including the maintenance obligations of the Drainage and Detention ponds on Lots 1, 2 and 3, Block 1, and Lots 2 and 3, Block 2, all in Oakridge at Cooper Ranch, and on Lot 18, Block 1, Oakridge III at Cooper Ranch, which the Association acknowledges and agrees were developed as a means for Drainage and Detention in the Subdivisions and as a visual amenity for increased marketability of all of the Subdivisions. The Association further covenants and agrees to indemnify and hold the Developer harmless from and against any and all claims, demands, liabilities, losses, costs and expenses arising from or relating to the obligations, duties and responsibilities of the Developer under the Declarations from and after the date hereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement effective the 30th day of December, 2006.

"DEVELOPER"
Kourtis Properties-Cooper Ranch, L.L.C.,
an Oklahoma limited liability company
By: 
Pete Kourtis, Manager

AGREED, ACCEPTED, RATIFIED AND APPROVED AS THE ACTS OF THE ASSOCIATION effective the 30th day of December, 2006.

Ched Capps, Director

Arther Coder, Director

Jo Ehler, Director

James Hert, Director

Dan Johnson, Director

Mark Lewis, Director

P

OAKRIDGE II AT COOPER RANCH DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

Kourtis Properties Cooper Ranch LLC, an Oklahoma Limited Liability Co. (the "Developer"), being the sole owner of the following described real estate:

A tract of land containing a part of the N 1/2 of Section 31, Township 21 North, Range 15 East of the I.B.&M., Rogers County, State of Oklahoma, more particularly described as follows: COMMENCING at the Southwest corner of the N 1/2 of said Section 31; thence N 00°04'18" E along the West line of said N 1/2, a distance of 1319.35 feet to the Northwest corner of the SW 1/4 of the NW 1/4; thence S 89°52'59" E along the North line of said SW 1/4 of the NW 1/4, a distance of 298.56 feet; thence S 40°00'00" E a distance of 413.29 feet; thence S 79°54'25" E a distance of 267.19 feet; thence S 61°27'10" E a distance of 50.00 feet to a point on a curve; thence along a curve to the left, having a radius of 1275.00 and a central angle of 05°33'25" for a distance of 123.66 feet; thence S 74°00'00" E a distance of 494.75 feet; thence S 17°00'00" W a distance of 139.25 feet; thence S 68°00'00" E a distance of 247.41 feet; thence S 22°00'00" W a distance of 50.33 feet; thence S 68°00'00" E a distance of 284.56 feet; thence N 21°25'54" E a distance of 292.03 feet to the POINT OF BEGINNING; thence S 68°00'00" E a distance of 361.40 feet; thence N 60°00'00" E a distance of 676.21 feet; thence S 81°01'45" E a distance of 250.65 feet; thence S 69°31'38" E a distance of 60.62 feet; thence S 17°53'28" E a distance of 226.76 feet; thence S 00°37'03" W a distance of 205.00 feet; thence N 63°20'46" E a distance of 152.74 feet; thence N 52°27'10" E a distance of 154.03 feet; thence S 24°22'35" E along a tangent bearing a distance of 0.00 feet; thence along a curve to the left having a radius of 1050.00 feet and a central angle of 7°44'55" for a distance of 142.00 feet; thence N 58°23'31" E a distance of 50.00 feet; thence N 65°20'01" E a distance of 258.76 feet; thence N 19°32'45" W a distance of 437.90 feet; thence N 01°22'03" E a distance of 190.10 feet; thence N 04°47'32" W a distance of 192.82 feet; thence due North a distance of 90.00 feet; thence N 48°28'34" W a distance of 162.24 feet; thence N 42°00'00" E a distance of 292.43 feet; thence S 48°00'00" E a distance of 65.64 feet; thence N 42°00'00" E a distance of 238.51 feet to a point on the High Bluff; thence N 48°39'37" W along said Bluff a distance of 266.80 feet; thence N 42°57'47" W a distance of 353.49 feet; thence S 26°34'06" W a distance of 180.80 feet; thence S 80°00'00" W a distance of 186.13 feet; thence S 56°16'30" W a distance of 335.62 feet; thence N 44°28'23" W along a tangent bearing a distance of 0.00 feet; thence Northwesterly, along a curve to the left, having a radius of 400.00 feet and a central angle of 15°31'37", a distance of 108.40 feet; thence S 30°00'00" W a distance of 230.00 feet; thence N 62°16'57" W a distance of 196.71 feet; thence N 49°42'02" W a distance of 168.27 feet; thence S 21°25'54" W a distance of 1459.05 feet to the point of beginning, containing 49.92 acres more or less.

has caused the same to be surveyed, staked and platted into lots, blocks, and streets in conformity to the plat herein contained and has caused the same to be named OAKRIDGE II AT COOPER RANCH. The Developer hereby guarantees title to all land covered by said streets. The Developer dedicates to the public, for public use forever, the easements and rights-of-way as shown on the plat for the several purposes of constructing, maintaining, operating, repairing or replacing any and all public utilities including storm and sanitary sewer, communication lines, electric power lines, transformers, pedestals, gas and water lines, together with all fittings and equipments for each of such facilities and any other appurtenances thereto, with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes thereof.

CONDITIONS AND RESTRICTIONS

OAKRIDGE II AT COOPER RANCH was developed in harmony with the environment to enhance the unique natural scenery of the development and be preserved by the creation and enforcement of development standards.

The Developer, being desirous of establishing a desirable system of development of said property, and preserving the character thereof as a residential addition does hereby declare and establish the following restrictions, conditions, and protective covenants. Same are hereby made for the use and benefit of each and every person acquiring title or interest in said property, and any persons accepting conveyance thereof, either directly or remotely. All properties in this subdivision are subject to these conditions, restrictions, and protective covenants, to-wit:

1. Lot Use. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height.
2. Dwelling Size and Material. No single story dwellings shall be erected in OAKRIDGE II AT COOPER RANCH, which have a living space of less than 2500 square feet. Dwellings in excess of a single story shall have a total minimum living space of 2600 square feet and a minimum living space of 1600 square feet at the lower level. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages. On all houses using composition shingles for roof covering, such composition shingles must be Heritage II or equal and shall be dark earth tone to resemble weathered wood. No building shall have a roof pitch of less than 9/12 over 75% of roof. No dwelling shall be erected, placed or constructed on any lot in OAKRIDGE II AT COOPER RANCH unless at least Seventy-five percent (75%) of the exterior walls thereof are brick or stone; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls; and further provided that where a gable-type roof is constructed then that part of such exterior wall extended above the room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of the Developer.
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:	40 feet
Side yard:	10 feet
Other side yard:	15 feet
Back yard:	20 feet

4. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. Carports shall not be permitted. Detached garages must meet architectural requirements of the Home with (25%) masonry.
5. Driveways, Culverts. All driveways into a lot from any street shall be constructed of concrete or asphalt extending to street with masonry headwalls to match house and shall not be less than sixteen (16) feet in width. All driveways shall contain a drainage culvert of at least twelve (12) inches in diameter. Driveway drainage culverts shall be constructed with headwalls conforming to the masonry of the dwelling and shall allow for no exposed concrete, metal, or piping.

6. Mailboxes. All mailboxes and light poles to be black ornamental iron of uniform construction and architectural design deemed appropriate by developer.
7. Outbuildings. All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling with a minimum of 25% masonry that conforms to dwelling.
8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or block in said addition, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein.
9. Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.
10. Vehicles, Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period except in a garage or screened from view behind the set-back lines. Vehicles shall not be kept, parked, stood or stored on the yard.
11. Antennae. No exterior television, radio, or other antennae or reception devices shall be constructed or maintained anywhere in OAKRIDGE II AT COOPER RANCH without the approval of the Developer.
12. Fences. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. Fences may consist of wood, brick, natural stone or a combination of chain link with treated round wood post and rails.
13. Dwelling as Residence. No trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
14. Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to OAKRIDGE II AT COOPER RANCH.
15. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer or builder to advertise the property during the construction and sales period, unless approved, in writing, by the Developer.
16. Mobile Homes. No mobile home shall be moved into or be present in OAKRIDGE II AT COOPER RANCH, except that the Developer may use a trailer as a Construction and Sales office during the time of construction.

17. 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 incinerators or other equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street.

18. Underground Utilities. In connection with the installation of underground utility services, all lots are subject to the following provisions, which are enforceable by the suppliers of each such utility, to-wit:

- a. All supply lines shall be located in the easement-ways reserved for general services and streets as shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- b. Underground service lines to all houses may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house provided that upon the installation of such line to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a (5) five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- c. The supplier of utility service, through its proper agents and employees, shall at all times have right to access to and upon 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 it.
- d. The owner of each lot shall be responsible for the protection of the underground utility facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The supplier shall be responsible for ordinary maintenance of underground facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound hereby.
- f. The Developer, and all subsequent lot owners, recognize that Transok, LLC is the holder of a certain easement within the land platted as OAKRIDGE II AT COOPER RANCH. Such easement contains within its boundaries a natural gas pipeline. If, in the future, Transok, LLC has to excavate any streets, driveways or other structures which have been placed over and upon Transok, LLC easement in order that Transok, LLC may perform work or maintenance on its pipeline, Transok will not be responsible for any damage to such streets, driveways or other structures.

19. Drainage Easements. No trees, shrubs or seedlings of any form shall be placed in drainage easements except certain grasses normally used for lawn purposes. No obstruction shall be placed or permitted to remain in any of the designated drainageways that would hinder or restrict the free and voluntary flow of water from its intended passageway.

20. Sanitary Disposal. Sewage is intended to be disposed of by individual septic tank disposal systems, and shall be subject to the regulations of the Department of Environmental Quality. Each lot owner shall be responsible for maintenance of the septic system serving the lot. The area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines. No outside toilets shall be allowed in OAKRIDGE II AT COOPER RANCH and all sanitary arrangements must comply with local and state health requirements. Each purchaser of a lot within OAKRIDGE II AT COOPER RANCH shall, prior to accepting a covenant thereof, make an independent investigation as to that particular lot's suitability for a septic tank disposal system. The Developer makes no warranties, expressed or implied, as to any lot's soil characteristics. Each owner of a lot, by acceptance of a deed therefor, is deemed to have inspected and accepted that lot's suitability for septic tank disposal system. Each lot owner, and not the Developer, shall be responsible for the proper installation and care of that lot's septic tank disposal system.

Homeowners' Association

21. A. Formation of Homeowners' Association:

The Owner/Developer has formed or shall cause to be formed the COOPER RANCH ASSOCIATION, INC. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purpose of eventually, at the discretion of the Developer, accepting title to and maintaining the Detention and Park Area set forth on the Plat and enhancing the value, desirability and attractiveness of OAKRIDGE II AT COOPER RANCH.

B. Membership

Every person or entity who is a record owner of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessment:

Each owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agrees to pay to the Association, assessments to be established by the Developer and/or the Board of Directors of the Association. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of and first mortgage.

D. Certain Rights of the Association:

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

22. Enforcement. Enforcement to restrain or to recover damages for violation of the covenants may be brought by the Developer or an owner of any lot or having any interest therein, whether acting jointly or severally. The Developer and COOPER RANCH ASSOCIATION shall not be obligated to enforce any covenant or restriction through legal proceedings or otherwise.

23. Approval of Plans. For the purpose of further insuring the development of OAKRIDGE II AT COOPER RANCH as an area of high standards, the Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants as the Developer shall deem necessary and proper.

24. Remedies. If any person shall violate or attempt to violate any of the covenants, conditions or restrictions herein, any person owning any real property in OAKRIDGE II AT COOPER RANCH shall have standing to prosecute and proceedings at law or in equity against the person violating the same to prevent the violation or to recover damages for such violation. In any action brought by the Developer to enforce any provision hereof, the Developer, if the prevailing party, shall be entitled to an award of attorney's fees to be taxed as costs.

25. No Waiver. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

26. Severability. Invalidation of any one of these covenants, restrictions, or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

28. Binding Effect Amendments. These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of OAKRIDGE II AT COOPER RANCH, which amendment shall be effective upon recording in the records of the Rogers County Clerk. The Developer reserves the right in its sole discretion and without joinder of any owner at any time to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged and filed in the office of the County Clerk of Rogers County, Oklahoma.

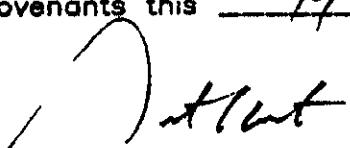
29. Park Area. The Developer hereby grants, bargains, sells and conveys to the COOPER RANCH ASSOCIATION, INC. an Oklahoma non-profit corporation, the area of land in OAKRIDGE II AT COOPER RANCH designated as a "Park Area". Such area shall be for the exclusive common use and enjoyment of the COOPER RANCH ASSOCIATION. All owners shall show common courtesy and respect in the use of this privilege. The owners of lots in OAKRIDGE II AT COOPER RANCH acknowledge that they have and accept the sole duty to protect and safeguard the life, health, safety and property to themselves, their families and guests in connection with the use of OAKRIDGE II AT COOPER RANCH and its improvements and by accepting a deed to the property in OAKRIDGE II AT COOPER RANCH, release the Developer and its agents from all claims from damages relating thereto. The area designated on the plat as a "Park Area" is further established by grant as a perpetual easement for the common use and benefit of the various lots within OAKRIDGE II AT COOPER RANCH for the purpose of providing stormwater detention facilities. Inspection and maintenance shall be performed by the owner of the Park Area in accordance with the following standards:

- a. The grade of all banks and side slopes shall not be altered from the finished grade elevation shown on the grading plans and specifications approved by the City of Claremore - Rogers County Metropolitan Area Planning Commission or its staff or such agency, subdivision or department as it may designate (the "Commission").
- b. Areas covered by grass within the Park Area shall be mowed in season at regular intervals.
- c. Concrete appurtenances to the Park Area shall be maintained in good condition and replaced if damaged. The Park Area shall be kept free of trash and debris.
- d. No fence, wall, planting, building or other obstruction may be placed or maintained within the Park Area without the written approval of the Commission.
- e. Trickle channels, if any, within the Park Area shall be clean of siltation and vegetation.
- f. Maintenance of the area shall be the responsibility of the COOPER RANCH ASSOCIATION INC. except that the Commission, its employees or agents, at their discretion, have the right to enter upon said easements for the purpose of improving and/or maintaining the same. There will be no compensation for such actions.

The Park Area and facilities shall be maintained by COOPER RANCH ASSOCIATION INC. at its cost in accordance with the standards prescribed herein. In the event such owner shall fail to adequately and properly maintain the Park Area and facilities, the Commission or its designated contractor may enter upon such area, perform such maintenance, and the cost of performing such maintenance shall be paid by the owner of such property. In the event such owner fails to pay the cost of such maintenance or any part thereof within thirty (30) days after completion of such maintenance, such costs shall be payable by the owners of lots within OAKRIDGE II AT COOPER RANCH and shall be a lien against the Park Area and each lot within OAKRIDGE II AT COOPER RANCH which may be foreclosed by the Commission. The Park Area or any part thereof may be terminated, released, amended, or canceled upon resolution of the Commission.

IN WITNESS WHEREOF, Kourtis Properties Cooper Ranch LLC, being the sole owner of OAKRIDGE II AT COOPER RANCH platted hereon, hereby approves the foregoing deed of dedication, conditions and covenants this 19 day of Oct., 2000.

ATTEST:



KOURTIS PROPERTIES COOPER RANCH LLC.
an Oklahoma Limited Liability Co.

Pete Kourtis, Member-Manager

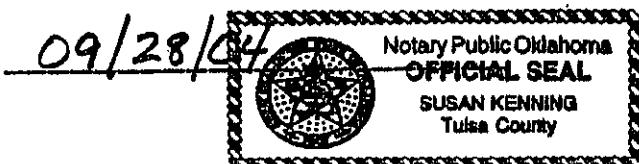
State of Oklahoma)
County of Tulsa) ss

BOOK 1255 PAGE 349

Before me, the undersigned, a Notary Public in and for said County and State, on this 19 day of October, 2000, personally appeared Pete Kourtis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Member-Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:



Susan Kenning
Notary Public

SURVEYOR'S CERTIFICATE

I, Randall R. Payne, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that said plat designated herein as OAKRIDGE II AT COOPER RANCH, a Subdivision in Rogers County, State of Oklahoma, meets or exceeds the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; that it is true and correct to the best of my knowledge and belief.

WITNESS my hand and seal this 19TH day of OCTOBER, 2000.

Randall R. Payne
Randall R. Payne RLS 1282
CA 2368 (LS) Expires 6/30/2001

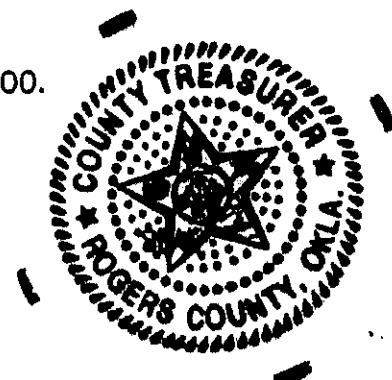


CERTIFICATE OF COUNTY TREASURER

I, Kathy Pinkerton Baker, County Treasurer of Rogers County, Oklahoma do hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to and including 2000.

Dated this 17 day of October, 2000.

Kathy Pinkerton Baker
Kathy Pinkerton Baker - County Treasurer

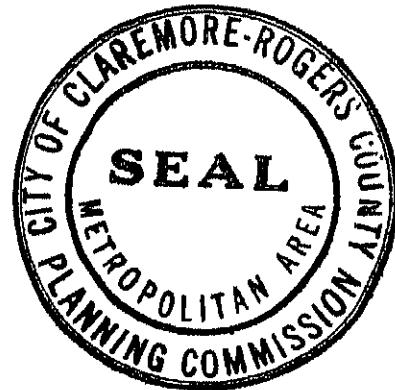


CITY OF CLAREMORE ROGERS COUNTY METROPOLITAN PLANNING COMMISSION APPROVAL

I, Lebra Reynolds, Chairman of the City of Claremore/Rogers County Metropolitan Area Planning Commission, do hereby certify that said Commission duly approved the plat of OAKRIDGE II AT COOPER RANCH on this 17th day of October 2000.

Lebra Reynolds
Chairman

SEAL



DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

This Department of Environmental Quality has approved this plat for the use of Public water systems and on-site sewer systems.

Eric Braly
Environmental Program Specialist
Department of Environmental Quality

10/19/00
Date



ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS

Be it resolved by the Board of Commissioners of Rogers County, Oklahoma, that the dedication shown on the attached plat of OAKRIDGE II AT COOPER RANCH is hereby accepted.

Adopted by the Board of County Commissioners of Rogers County, Oklahoma this 23rd day of October, 2000.



ATTEST:

Andrea L. Willis County Clerk

BY: Andrea L. Willis

Brian Select
Rogers County Commission

OAKRIDGE III AT COOPER RANCH

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

Kourtis Properties-Cooper Ranch, LLC., an Oklahoma Limited Liability Co. (the "Developer"), being the sole owner of the following described real estate:

CONDITIONS AND RESTRICTIONS

OAKRIDGE III AT COOPER RANCH was developed in harmony with the environment to enhance the unique natural scenery of the development and be preserved by the creation and enforcement of development standards.

The Developer, being desirous of establishing a desirable system of development of said property, and preserving the character thereof as a residential addition does hereby declare and establish the following restrictions, conditions, and protective covenants. Same are hereby made for the use and benefit of each and every person acquiring title or interest in said property, and any persons accepting conveyance thereof, either directly or remotely. All properties in this subdivision are subject to these conditions, restrictions, and protective covenants, to-wit:

1. Lot Use. Premises are conveyed and shall be used only for residential single-family purposes. No lot shall be used for any business, commercial or manufacturing purpose. No lot may be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height.
2. Dwelling Size and Material. No single story dwellings shall be erected in OAKRIDGE III AT COOPER RANCH, which have a living space of less than 2500 square feet. Dwellings in excess of a single story shall have a total minimum living space of 2600 square feet and a minimum living space of 1600 square feet at the lower level. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios, and garages. On all houses using composition shingles for roof covering, such composition shingles must be Heritage II or equal and shall be dark earth tone to resemble weathered wood. No building shall have a roof pitch of less than 9/12 over 75% of roof. No dwelling shall be erected, placed or constructed on any lot in OAKRIDGE III AT COOPER RANCH unless at least Seventy-five percent (75%) of the exterior walls thereof are brick or stone; provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls; and further provided that where a gable-type roof is constructed then that part of such exterior wall extended above the room ceiling height may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction materials shall be permitted only upon the written consent of the Developer.
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:	40 feet
Side yard:	10 feet
Other side yard:	15 feet
Back yard:	30 feet

4. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two (2) standard size automobiles. Carports shall not be permitted. Detached garages must meet architectural requirements of the Home with (25%) masonry.
5. Driveways, Culverts. All driveways into a lot from any street shall be constructed of concrete or asphalt extending to street with masonry headwalls to match house and shall not be less than sixteen (16) feet in width. All driveways shall contain a drainage culvert of at least twelve (12) inches in diameter. Driveway drainage culverts shall be constructed with headwalls conforming to the masonry of the dwelling and shall allow for no exposed concrete, metal, or piping.
6. Mailboxes. All mailboxes and light poles to be black ornamental iron of uniform construction and architectural design deemed appropriate by developer.
7. Outbuildings. All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling with a minimum of 25% masonry that conforms to dwelling.
8. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or block in said addition, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein.
9. Storage. No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.
10. Vehicles, Motorcycles. No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "Vehicles") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two (72) hour period except in a garage or screened from view behind the set-back lines. Vehicles shall not be kept, parked, stood or stored on the yard.
11. Antennae. No exterior television, radio, or other antennae or reception devices shall be constructed or maintained anywhere in OAKRIDGE III AT COOPER RANCH without the approval of the Developer.
12. Fences. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Developer, and no fence on any lot shall exceed six (6) feet in height. Fences may consist of wood, brick, natural stone or a combination of chain link with treated round wood post and rails.
13. Dwelling as Residence. No trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

14. Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to OAKRIDGE III AT COOPER RANCH.
15. Signs. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the Developer or builder to advertise the property during the construction and sales period, unless approved, in writing, by the Developer.
16. Mobile Homes. No mobile home shall be moved into or be present in OAKRIDGE III AT COOPER RANCH, except that the Developer may use a trailer as a Construction and Sales office during the time of construction.
17. 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 incinerators or other equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street.
18. Underground Utilities. In connection with the installation of underground utility services, all lots are subject to the following provisions, which are enforceable by the suppliers of each such utility, to-wit:
 - a. All supply lines shall be located in the easement-ways reserved for general services and streets as shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
 - b. Underground service cables and gas service lines to all houses may be run from the nearest service pedestal, transformer, and gas main to the point of usage determined by the location and construction of such house, provided that upon the installation of such line to a particular house, the supplier of electric and gas service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a (5) Five foot strip extending 2.5 feet on each side of such service line, extending from the service pedestal, transformer and gas main to the service entrance of said house.
 - c. The supplier of utility service, through its proper agents and employees, shall at all times have right to access to and upon 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 it.

- d. The owner of each lot shall be responsible for the protection of the underground utility facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities. The supplier shall be responsible for ordinary maintenance of underground facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- e. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of such service, and the owner of each lot agrees to be bound hereby.
- f. The Developer, and all subsequent lot owners, recognize that Transok, LLC is the holder of a certain easement within the land platted as OAKRIDGE III AT COOPER RANCH. Such easement contains within its boundaries a natural gas pipeline. If, in the future, Transok, LLC has to excavate any streets, driveways or other structures which have been placed over and upon Transok, LLC easement in order that Transok, LLC may perform work or maintenance on its pipeline, Transok will not be responsible for any damage to such streets, driveways or other structures.

19. Drainage Easements. No trees, shrubs or seedlings of any form shall be placed in drainage easements except certain grasses normally used for lawn purposes. No obstruction shall be placed or permitted to remain in any of the designated drainageways that would hinder or restrict the free and voluntary flow of water from its intended passageway. Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

20. Sanitary Disposal. Sewage is intended to be disposed of by individual septic tank disposal systems, and shall be subject to the regulations of the Department of Environmental Quality. Each lot owner shall be responsible for maintenance of the septic system serving the lot. The area containing the lateral lines shall be maintained free of any building or other structure or surfacing which would interfere with the functioning of the lateral lines. No outside toilets shall be allowed in OAKRIDGE III AT COOPER RANCH and all sanitary arrangements must comply with local and state health requirements. Each purchaser of a lot within OAKRIDGE III AT COOPER RANCH shall, prior to accepting a covenant thereof, make an independent investigation as to that particular lot's suitability for a septic tank disposal system. The Developer makes no warranties, expressed or implied, as to any lot's soil characteristics. Each owner of a lot, by acceptance of a deed therefor, is deemed to have inspected and accepted that lot's suitability for septic tank disposal system. Each lot owner, and not the Developer, shall be responsible for the proper installation and care of that lot's septic tank disposal system. No lagoon or wetland sewage disposal systems shall be allowed.

Homeowners' Association

21. A. Formation of Homeowners' Association:
The Owner/Developer has formed or shall cause to be formed the COOPER RANCH ASSOCIATION, INC. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purpose of eventually, at the discretion of the Developer, accepting title to and maintaining the Detention and Park Area set forth on the Plat and enhancing the value, desirability and attractiveness of OAKRIDGE III AT COOPER RANCH.

B. Membership
Every person or entity who is a record owner of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

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25. No Waiver. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or condition at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

26. Severability. Invalidation of any one of these covenants, restrictions, or conditions shall not affect any of the other provisions, which shall remain in full force and effect.

28. Binding Effect Amendments. These covenants, conditions and restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them; provided, however, they may be amended by the owners of a majority of the lots of OAKRIDGE III AT COOPER RANCH, which amendment shall be effective upon recording in the records of the Rogers County Clerk. The Developer reserves the right in its sole discretion and without joinder of any owner at any time to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged and filed in the office of the County Clerk of Rogers County, Oklahoma.

29. Park Area. The Developer hereby grants, bargains, sells and conveys to the COOPER RANCH ASSOCIATION, INC. an Oklahoma non-profit corporation, the area of land in OAKRIDGE III AT COOPER RANCH designated as a "Park Area". Such area shall be for the exclusive common use and enjoyment of the COOPER RANCH ASSOCIATION. All owners shall show common courtesy and respect in the use of this privilege. The owners of lots in OAKRIDGE III AT COOPER RANCH acknowledge that they have and accept the sole duty to protect and safeguard the life, health, safety and property to themselves, their families and guests in connection with the use of OAKRIDGE III AT COOPER RANCH and its improvements and by accepting a deed to the property in OAKRIDGE III AT COOPER RANCH, release the Developer and its agents from all claims from damages relating thereto.

• The area designated on the plat as a "Park Area" is further established by grant as a perpetual easement for the common use and benefit of the various lots within OAKRIDGE III AT COOPER RANCH for the purpose of providing stormwater detention facilities. Inspection and maintenance shall be performed by the owner of the Park Area in accordance with the following standards:

a. The grade of all banks and side slopes shall not be altered from the finished grade elevation shown on the grading plans and specifications approved by the City of Claremore - Rogers County Metropolitan Area Planning Commission or its staff or such agency, subdivision or department as it may designate (the "Commission").

b. Areas covered by grass within the Park Area shall be mowed in season at regular intervals.

- c. Concrete appurtenances to the Park Area shall be maintained in good condition and replaced if damaged. The Park Area shall be kept free of trash and debris.
- d. No fence, wall, planting, building or other obstruction may be placed or maintained within the Park Area without the written approval of the Commission.
- e. Trickle channels, if any, within the Park Area shall be clean of siltation and vegetation.
- f. Maintenance of the area shall be the responsibility of the COOPER RANCH ASSOCIATION INC. except that the Commission, its employees or agents, at their discretion, have the right to enter upon said easements for the purpose of improving and/or maintaining the same. There will be no compensation for such actions.

The Park Area and facilities shall be maintained by COOPER RANCH ASSOCIATION INC. at its cost in accordance with the standards prescribed herein. In the event such owner shall fail to adequately and properly maintain the Park Area and facilities, the Commission or its designated contractor may enter upon such area, perform such maintenance, and the cost of performing such maintenance shall be paid by the owner of such property. In the event such owner fails to pay the cost of such maintenance or any part thereof within thirty (30) days after completion of such maintenance, such costs shall be payable by the owners of lots within OAKRIDGE III AT COOPER RANCH and shall be a lien against the Park Area and each lot within OAKRIDGE III AT COOPER RANCH which may be foreclosed by the Commission. The Park Area or any part thereof may be terminated, released, amended, or canceled upon resolution of the Commission.

IN WITNESS WHEREOF, Kourtis Properties-Cooper Ranch, LLC., being the sole owner of OAKRIDGE
III AT COOPER RANCH platted hereon, hereby approves the foregoing deed of dedication, conditions
and covenants this 26 day of FEBRUARY, 2003.

ATTEST:

[Signature]
KOURTIS PROPERTIES-COOPER RANCH, LLC.
an Oklahoma Limited Liability Co.

Pete Kourtis, Member-Manager

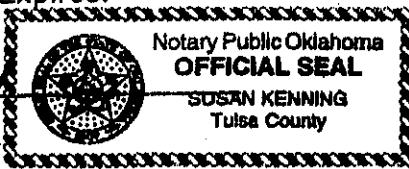
State of Oklahoma)
County of Tulsa) ss

Before me, the undersigned, a Notary Public in and for said County and State, on
this 26 day of February, 2003, personally appeared Pete Kourtis, to
me known to be the identical person who subscribed the name of the maker thereof to
the foregoing instrument as its Member-Manager and acknowledged to me that he executed
the same as his free and voluntary act and deed and as the free and voluntary act and deed
of such LLC., for the uses and purposes therein set forth.

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

My Commission Expires:

09.28.04



Susan Kenning
Notary Public
14690

SURVEYOR'S CERTIFICATE

I, Randall R. Payne, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that said plat designated herein as OAKRIDGE III AT COOPER RANCH, a Subdivision in Rogers County, State of Oklahoma, meets or exceeds the Oklahoma minimum standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; that it is true and correct to the best of my knowledge and belief.

WITNESS my hand and seal this 27th day of February, 2003.

Randall R. Payne

Randall R. Payne RLS 1282
CA 2368 (LS) Expires 6/30/2003

SEAL



CERTIFICATE OF COUNTY TREASURER

I, Cathy Baker Baker, County Treasurer of Rogers County, Oklahoma do hereby certify that I have examined the records pertaining to ad valorem taxes on the tract described in the accompanying plat and find that all the ad valorem taxes have been paid to and including 2003.

Dated this 27 day of Feb., 2003.

Cathy Baker Baker

Kathy Pinkerton Baker - County Treasurer

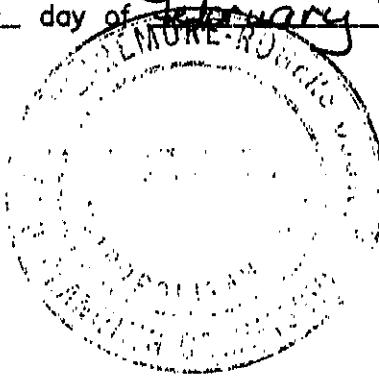


CITY OF CLAREMORE ROGERS COUNTY METROPOLITAN PLANNING COMMISSION APPROVAL

I, Donald R. Gray, Chairman of the City of Claremore/Rogers County Metropolitan Area Planning Commission, do hereby certify that said Commission duly approved the plat of OAKRIDGE III AT COOPER RANCH on this 27th day of February 2003.

Donald R. Gray
Chairman

SEAL



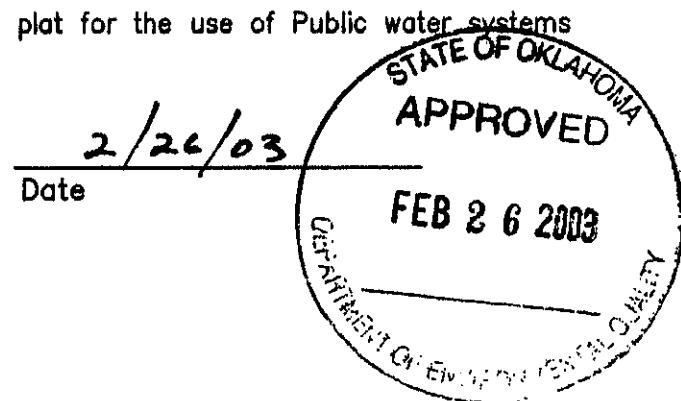
DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

This Department of Environmental Quality has approved this plat for the use of Public water systems and on-site sewer systems.

Eric Briley
Environmental Program Specialist
Department of Environmental Quality

Date

2/26/03



ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS

Be it resolved by the Board of Commissioners of Rogers County, Oklahoma, that the dedication shown on the attached plat of OAKRIDGE III AT COOPER RANCH is hereby accepted.

Adopted by the Board of County Commissioners of Rogers County, Oklahoma this 3rd day of March, 2003.

ROADS HEREIN CONTAINED WILL BE MAINTAINED BY ROGERS COUNTY.

ATTEST:

Andrea L. Willis County Clerk

BY: Andrea L. Willis



Bill Lewis
Rogers County Commission

10-300
5-00
5375

006256

BOOK 1461 PAGE 0775

**AMENDMENT TO DEED OF DEDICATION
FOR
OAKRIDGE III AT COOPER RANCH**

THIS AMENDMENT to the Deed of Dedication for OAKRIDGE III AT COOPER RANCH, is made this 27 day of March, 2003, by Kourtis Properties-Cooper Ranch, LLC, an Oklahoma limited liability company, the developer and sole owner (hereafter the "Developer") of all of the lots and blocks of OAKRIDGE III AT COOPER RANCH, a Subdivision in a part of the North Half (N/2) of Section 31, Township 21 North, Range 15 East of the Indian Base & Meridian, Rogers County, State of Oklahoma, according to the recorded plat thereof (referred to hereafter as "OAKRIDGE III AT COOPER RANCH").

WHEREAS, it is the desire of the Developer to amend the Deed of Dedication for OAKRIDGE III AT COOPER RANCH dated March 26, 2003, and filed of record on March 19, 2003, in Book 1459, Page 0128, in the Rogers County Land Records (hereinafter the "Deed of Dedication"), and

WHEREAS, the Deed of Dedication provides, at Paragraph No. 26 of the Conditions and Restrictions, that any of the covenants, conditions and restrictions set forth in the Deed of Dedication may be amended by the Developer at any time by instrument duly executed, acknowledged and filed in the office of the County Clerk of Rogers County, Oklahoma.

NOW, THEREFORE, in consideration of the premises, the Developer does hereby amend and modify the Deed of Dedication as set forth below:

The first two sentences of Paragraph No. 2 of the Covenants and Restrictions of the Deed of Dedication, which state:

No single story dwellings shall be erected in OAKRIDGE III AT COOPER RANCH, which have a living space of less than 2500 square feet. Dwellings in excess of a single story shall have a total minimum living space of 2600 square feet and minimum living space of 1600 square feet at the lower level.

are deleted, and replaced with the following:

No single story dwelling erected in Block 1 or Block 2 of OAKRIDGE III AT COOPER RANCH shall have a living space of less than 2500 square feet. Any dwelling in excess of a single story in Block 1 or Block 2 shall have a total minimum living space of 2600 square feet and minimum living space of 1600 square feet at the lower level. No single story dwelling erected in Block 3 of OAKRIDGE III AT COOPER RANCH shall have a living space of less

than 3000 square feet. Any dwelling in excess of a single story in Block 3 shall have a total minimum living space of 3000 square feet and minimum living space of 1600 square feet at the lower level.

The Developer does hereby ratify and incorporate by reference, and affirm all parts of the Deed of Dedication which are not amended hereby and which are consistent herewith. This Amendment shall be effective from the date hereof, and shall be enforceable to the same extent in the same manner as if originally set forth fully in the original Deed of Dedication of the OAKRIDGE III AT COOPER RANCH addition.

IN WITNESS WHEREOF, the Developer executes this Amendment as of the date first written above.

KOURTIS PROPERTIES COOPER RANCH, LLC,
an Oklahoma limited liability company

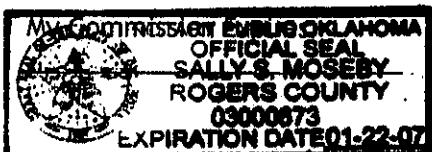
By Pete Kourtis
Pete Kourtis, Member-Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA Rogers)

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of March, 2003, personally appeared Pete Kourtis, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

Sally S. Moseby
Notary Public



2003 MAR 27 PM 1:32

ANNE M. BARKER
ROGERS COUNTY CLERK

STATE OF OKLAHOMA
COUNTY OF ROGERS
FILED

✓ Pat Woods
PO Box 3
Owasso, OK 74055