

I-2015-002913 Book 4874 Pg: 513
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
Refile State of Oklahoma *Kim*



I-2005-015835 Book 3783 Pg: 297
10/21/2005 10:03 am Pg 0297-0331
Fee: \$ 81.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma *MS*

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
RIVER RIDGE ESTATES OWNERS ASSOCIATION, INC.

RIVER RIDGE ESTATES OWNERS ASSOCIATION, INC., AN ADDITION TO THE
CITY OF TUTTLE, GRADY COUNTY, OKLAHOMA,
ACCORDING TO THE RECORDED PLAT THEREOF

1-2015-002913 Book 4874 Pg: 514
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

1-2005-015835 Book 3783 Pg: 298
10/21/2005 10:03 am Pg 0297-0331
Fee: \$ 81.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
RIVER RIDGE ESTATES OWNERS ASSOCIATION, INC.**

PREAMBLE

THIS DECLARATION is made on the date hereinafter set forth, by River Ridge Estates, LLC, an Oklahoma limited liability company, whose mailing address is 2411 N. Portland, Oklahoma City, Oklahoma 73107, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property situated in the County of Grady, State of Oklahoma, more particularly described on Exhibit "A" attached hereto and made a part hereof, which is also described in the Final Plat of River Ridge Estates, a copy of which is attached as Exhibit "A-1" hereto, and made a part hereof; and

WHEREAS, Declarant will construct a residential subdivision with one or more common areas, on the property above described, together with all improvements thereon; and

WHEREAS, Declarant will convey the said property subject to the protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, pursuant to Oklahoma's Real Estate Development Act. (Title 60 O.S. §851-857, as Amended.)

NOW, THEREFORE, Declarant hereby declares that all of the Properties described in Exhibits "A" and "A-1" attached, including, but not limited to, all Lots in River Ridge Estates, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of River Ridge Estates, and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Declaration is further intended to distribute among the owners of the Lots located within the Properties, the cost of (i) maintaining and operating the Common Areas located with the Property, (ii) maintenance of the Lots and limited maintenance of the improvements, (iii) certain insurance for the Lots, the improvements thereon and Common Areas, and (iv) any improvements contained on the Common Areas.

ARTICLE I **DEFINITIONS**

Section 1. **"Assessment Schedule"** shall mean the proportion of Common Area Expenses which is set out on the Assessment Schedule on Exhibit "B" hereto attached and made a part hereof, set out opposite each Lot.

Section 2. **"Association"** shall mean and refer to River Ridge Estates Owners Association, Inc., a non-profit Oklahoma corporation.

Section 3. **"Board of Directors"** or **"Board"** shall mean and refer to the Board of Directors of the Association, duly elected pursuant to the Bylaws of the Association or appointed by the Declarant as therein provided.

Section 4. **"Bylaws"** shall mean the Bylaws adopted by the Association, as amended from time to time. A copy of the original Bylaws is shown on Exhibit "C" attached hereto and made a part hereof.

Section 5. **"Common Area"** shall mean the property so described on the recorded plat of River Ridge Estates, and, in addition, all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is that reflected in said plat, together with all facilities and improvements placed thereon, the entrances to same, any median, perimeter fence, wall, or fence on any Common Area, any stormwater detention areas and/or structures on, or serving, lands in River Ridge Estates, and any and all interests which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners, and, in general, all apparatus and installations existing for common use, and all other parts of the properties necessary or convenient to its existence, maintenance and safety, but not including Lots or Dwelling Units herein described.

Section 6. **"Common Area Expenses"** shall mean the general common expenses, including, but not limited to, the Common Area maintenance, repairs, utilities, management costs, maintenance and operation of drainways, reserves, capital improvements, assessments, common insurance expense, expenses agreed upon as common by the Owners, acting through the Association, direct out-of-pocket expenses of administration and performance of the duties of the Association, and all other charges which the Association may levy upon the Owners in accordance with this Declaration.

Section 7. **"Declarant"** shall mean River Ridge Estates, LLC, an Oklahoma limited liability company, its successors and assigns.

Section 8. **"Declaration"** shall mean this document of Declaration of Covenants, Conditions and Restrictions of River Ridge Estates, as same may be amended from time to time.

Section 9. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, carports, garages, outbuildings, tool sheds, kennels, cabanas, pergolas, greenhouses and any temporary structure.

Section 10. "Drainway" shall mean and refer to all drains, channels watercourses, draws, depressions, water detention areas, ditches, whether or not any of these shall constitute recognizable ravines or gorges of any size, and whether natural or artificial, over and in which surface water flows or is meant to flow.

Section 11. "Dwelling Unit" shall mean and refer to the residential single family dwelling unit constructed on each Lot and any replacement thereof, patio and private fence and/or wall, along with the real property underlying the same, as described in the deed to such Dwelling Unit.

Section 12. "River Ridge Estates" shall mean and refer to River Ridge Estates, an Addition to the City of Tuttle, Grady County, Oklahoma, absent the use of such term herein in a manner clearly indicating its use in a different context.

Section 13. "Lot" or "Lots" shall mean any platted Lot or Lots as shown in the recorded plat for River Ridge Estates, but exclusive of the Common Areas shown therein.

Section 14. "Manager" shall mean any duly authorized property manager employed or appointed by the Association to implement the duties and responsibilities incumbent upon the Association.

Section 15. "Owner" shall mean and refer to the record Owner of any Lot and/or Dwelling Unit, whether one or more persons or legal entities, excluding the Declarant and those having an interest under an encumbrance.

Section 16. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 17. "Properties" shall mean and refer to all Common Areas, all Lots, all Dwelling Units and all improvements thereon and thereto which constitute or shall constitute the entire project herein created, known as River Ridge Estates.

Section 18. "Rules" shall mean the Rules and Regulations adopted by the Association, as amended from time to time.

ARTICLE II
SCOPE OF DECLARATION AND RIGHTS RESERVED BY DECLARANT

Section 1. PROPERTY SUBJECT TO DECLARATION.

Declarant, as the owner of fee simple title to the Properties described on Exhibits "A" and "A-1" attached, expressly intends to, and by recording this Declaration does hereby, subject the Properties to the provisions of this Declaration and to the terms and variances of the residential development known as River Ridge Estates, as approved by the City of Tuttle. Declarant shall not be obligated to subject to this Declaration any real property other than that described herein, which is presently subject to this declaration.

Section 2. CONVEYANCES SUBJECT TO DECLARATION; REFERENCES
IN DEEDS, ETC.

All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times, inure to the benefit of and be binding upon any person having, at any time, an interest or estate in the Properties, and their respective heirs, successors, representatives, or assigns. Reference in any deed of conveyance, lease, mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration, shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein, as though fully and completely set forth in their entirety in any such document.

Section 3. OWNERS' RIGHTS SUBJECT TO THE PROVISIONS OF THIS
DECLARATION.

Each owner shall own his Lot and Dwelling Unit in fee simple for use as a primary single family attached residence, and shall have full and complete dominion thereof, subject to the provisions of this Declaration. Owners may lease their Dwelling Units to Tenants, provided the Tenants are likewise limited as to use, covenants and restrictions contained in this Declaration, and any amendments thereto.

Section 4. RIGHTS OF DECLARANT.

Declarant hereby expressly reserves unto Declarant, its successors and assigns, the option and right to expand and modify the Properties at any time during a period of five (5) years following the date of recording this Declaration, and to reconfigure the size of Lots on which Dwelling Units are to be located and to define Lots without regard to lot lines. The consents of Lot Owners shall not be required for any Lot Split or expansion of any Lot or other part of the Properties, or to add additional land to the Properties, and the Declarant may proceed with such modification or expansion at Declarant's sole option. Further, by accepting a deed to a Lot, the Lot Owner shall be deemed to have conclusively consented to such modification or expansion, including any modification of the Assessment Shares, if accomplished in accordance herewith.

Section 5. LIMITATION OF WARRANTIES BY DECLARANT.

To the extent Declarant may contract for or receive any Warranties from any contractor, subcontractor or material supplier related to any improvements on any part of the Common Areas, Declarant agrees that same shall, to the extent Declarant is able, be transferred to or serve for the benefit of the Association. Declarant agrees to allow such warranties to flow through the Declarant and to the Association. Beyond that, all improvements made to any part of the Common Areas by or through Declarant shall be without warranty, either express or implied, and the Association agrees to accept all such improvements with that understanding. The Association and each Owner further agree to hold harmless the Declarant of and from any claims for defects or damage relating to such improvements, and for any alleged breach of warranty relating to any such defects or damage, including the cost of responding to or defending against claims asserted against Declarant for same.

ARTICLE III
PROPERTY RIGHTS

Section 1. OWNERSHIP OF COMMON AREAS.

Subject to rights and reservations reserved herein to Declarant, his successors and assigns, Declarant shall grant and convey to the Association, and the latter shall take and accept from the Declarant, the Common Areas which are subject to this Declaration, and the easements described on Exhibit "A-1" hereto, not later than the date the first Lot shown on the plat for River Ridge Estates, with a completed Dwelling Unit thereon, is conveyed to an Owner. Declarant shall be responsible for seeing that Common Areas are free of any mortgages, judgment liens or similar liens or encumbrances.

In addition to other rights reserved to Declarant, Declarant reserves from the above conveyance of the Common Areas, the right to continue to use and maintain any stormwater management ponds and any sediment control ponds or facilities located on any Common Areas conveyed to the Association.

Section 2. OWNERS' NONEXCLUSIVE EASEMENT OF ENJOYMENT;

Every Owner and his immediate family shall have a nonexclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with title to the Lot of such Owner, subject to the following rights:

A) Association Rights to Use and to Grant Easements. The nonexclusive right and easement of the Association to make such use of the Properties as may be necessary or appropriate for the performance of the duties and functions which it is obligated or permitted to perform under this Declaration. The Association, in its sole discretion, may, from time to time, grant easements and rights-of-way on, across, under and over the Common Area to any municipal corporation or public utility company, or other entity providing

water, sewer, gas, electricity, telephone, cable television, or other similar service to the Properties.

B) Association Right to Make Rules. The right of the Association to make such reasonable Rules regarding the use of the Common Area and facilities located thereon, by members and other persons entitled to such use, include but not limited to, the following:

(i) Number of Guests. To limit the number of guests of Owners permitted to use any recreational facility.

use of (ii) Admission. To fix reasonable admission or other fees for the any recreational facility by the guests of the Owners.

(iii) Voting and Use Rights Suspension. To suspend the voting rights and the rights of an Owner to use the recreational facilities for any period during which any assessment against his Lot and Dwelling Unit remains unpaid for thirty (30) days, or for any infraction of the Rules.

C) Borrow Money. The right of the Association, with the prior consent of two-thirds (2/3) of the Lot owners, and in accordance with its Articles and Bylaws to borrow money for the purpose of improving the Common Areas, provided, however, any such mortgage shall provide that, in the event of a default, the mortgagee's rights thereunder as to any such Common Areas shall be limited to a right, after taking possession thereof, and without changing the character thereof, to charge admission and other fees as a condition to continued enjoyment by the members, and if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association, and all rights of the members hereunder shall be fully restored.

D) Protect Property. The right of the Association to take such steps as are reasonably necessary to protect the above described Properties against foreclosure; and

E) Other Reserved Rights. The rights reserved in this Declaration to the Declarant, Owners, other persons and the Association.

Section 3. DELEGATION OF USE; NONRESIDENT OWNER.

Any Owner may delegate his right of enjoyment of the Common Area to the members of his family, to his tenants, to his guests or to the contract purchasers who may reside in the Dwelling Unit. All such persons shall be subject to the Rules concerning such use. Any Owner not residing in his Dwelling Unit may not use the recreational facilities, except as may be provided otherwise by the Rules.

Section 4. LEASE OF DWELLING UNIT; LEASES IN WRITING AND
SUBJECT TO DECLARATION; BREACH HEREIN A LEASE
DEFAULT.

Any Owner shall have the right to lease his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, subject to the following: a) Any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration and the Rules; b) Only an entire Dwelling Unit may be leased, not any portions thereof, and only for single family residential use; and c) Any failure of lessee to comply with the terms of this Declaration, Articles of Incorporation or Bylaws of the Association, or the Rules, shall be a default under the lease, enforceable by the Association.

ARTICLE IV
EASEMENTS AND ENCROACHMENTS

Section 1. BLANKET EASEMENTS FOR UTILITIES, POLICE, FIRE, ETC.;
FOR MAINTENANCE AND REPAIR TO COMMON AREA.

There is hereby created a blanket easement in favor of the Association in, on, through, upon, across, over and under all of the Common Areas for ingress and egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, television cable and electricity. By virtue of this easement, it shall be expressly permissible for the electric, television cable company, and/or telephone company providing service to erect and maintain the necessary poles and other necessary equipment on said Common Area and to affix and maintain electrical and/or telephone wires, cable, circuits, conduits, and conditions on, above, across and under the roof and exterior walls of the buildings upon said Common Area. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons, to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association to enter in, onto, above, across, or under the Common Area and any Lot or Dwelling Unit to perform the duties of maintenance and repair to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, television cable lines, telecommunication lines, water lines, or other utilities may be installed or relocated on said Common Area, except as approved by Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the Association may grant such an easement to the Common Area by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this Article shall in no way affect any other recorded easement to said Common Area.

Section 2. EASEMENTS FOR ENCROACHMENTS.

If any part of the Common Area encroaches or shall hereafter encroach upon a

Lot adjacent thereto, an easement for such encroachment and for the maintenance of the same shall and does exist.

Section 3. EASEMENTS FOR DRAINAGE.

The Association is hereby granted an easement and right of access in, on and through any Lot and Dwelling Unit for the purposes of maintenance, repair, replacement or construction of drainways, as it deems necessary in order to promote the best and most reasonable flow of surface water across the Properties. Pursuant to said easement, the Association shall have the right to divert, accentuate, or otherwise alter any drainways across any of the Properties.

ARTICLE V
USE AND OTHER RESTRICTIONS

Section 1. USE; RESIDENTIAL; DECLARANT'S SALES, NEW CONSTRUCTION; DECLARANT'S RIGHT TO RENT

All of the Properties shall be used for residential purposes, whether through ownership or rental by the Owner; for services, activities and recreational facilities in conjunction with said residential use; for Dwelling Units; for the maintenance and administration of the aforementioned, and for the Declarant's sales purposes. All structures erected upon the Properties shall be of new construction and none shall be moved from other locations onto the Properties. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than the detached single-family Dwelling Unit not to exceed two stories in height and a private garage for not less than two automobiles. Any Lot or Lots purchased in River Ridge Estates must have construction of the Dwelling Units commenced within six (6) months from the date of purchase or sale of the Lot or Lots unless waived by the Declarant. All construction traffic shall only travel on the Lot itself. The entrance and exit to each Lot for purposes of construction shall be over the tin horn, the size of which shall be approved in advance by the Architecture Control Committee or the City of Tuttle inspector.

Section 2. DECLARANT'S TEMPORARY USE OF COMMON AREA.

Notwithstanding any provisions herein contained to the contrary, during the period of construction or sale of any Dwelling Unit on any Lot, it shall be expressly permissible for Declarant, or its designated successor or assign, to maintain upon any Lots owned by Declarant or its designated successor or assign, or upon the Common Area, without charge, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental for construction or sales purposes, including, but not limited to, a business office, storage area, construction yards and structures, signs, model Dwelling Units and sales offices. For sales purposes, Declarant, its agents and prospective purchasers, also shall have the right to ingress, egress, storage during construction, parking in and through, and the right to use and enjoy the Common Area at any and all reasonable times, without charge, and without permission from any Owner or the Association being required.

Section 3. PROHIBITIONS, WASTE, OR ALTERATIONS OF COMMON AREA

All use and occupancy of the Common Area shall be subject to and governed by the Rules. No damage or waste shall be committed to the Properties. No Owner shall alter any of the Common Area or any Dwelling Unit without the prior written consent of the Architectural Control Committee. Nothing shall be done with the Properties which would impair the structural integrity of any improvement located on the Properties.

Section 4. NO IMPERILING OF INSURANCE.

Nothing shall be done within the Properties which might result in an increase in the premiums of insurance obtained for any portion of the Properties, or which might cause cancellation of such insurance, except with the prior written consent of the Board.

Section 5. NO VIOLATION OF LAW.

Nothing shall be done within the Properties which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

Section 6. NUISANCES; OFFENSIVE ACTIVITY; HAZARDOUS ACTIVITY;

No noxious or offensive activity shall be carried upon the Common Area or Lots, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No activity shall be conducted on any part of the Properties which is or might be unsafe or hazardous to any person. No part of the Common Area or Lots may be used as a dumping ground for garbage, trash or other waste, and the same shall be disposed of in a sanitary manner. All equipment for the storage or disposal of garbage, trash and waste shall be kept in a clean and sanitary condition. Garbage, trash or waste disposal shall be made in such a manner as may be established by the Association, and the burning of garbage, trash or waste in outside incinerators, barbecue pits or the like is strictly prohibited.

Section 7. SIGNS, EXCEPTION AS TO DECLARANT.

No signs, billboards or advertising devices of any nature, except one "for sale" sign of not more than five square feet shall be erected or maintained on any part of the Properties; provided, however, the foregoing shall not apply to the business activities, advertising, or to the construction and maintenance of structures, if any, of Declarant while any portion of the Properties remains unsold. Any builder may erect a sign of not more than ten square feet to advertise the property during construction and sales periods.

Section 8. PETS.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Properties, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to rules of any governmental ordinance or law.

Section 9. TRASH AND UNSIGHTLY USES; ASSOCIATION'S RIGHT TO ENTER AND REMOVE; VIEW FROM COMMON AREA OR DWELLING UNIT.

Refuse piles or other unsightly objects and materials shall not be placed or remain upon the Common Area, Lot or any Dwelling Unit. The Association shall have the right but not the obligation to enter upon any Lot and Dwelling Unit and to remove such refuse piles or other unsightly objects and materials at the expense of the Owner, and upon due notice to Owner and failure of Owner to comply with this Section, such entry shall not be deemed a trespass. The Association shall make Rules concerning trash, storage and collection.

Section 10. MINERAL EXPLORATION.

No portion of the Properties shall be used to explore for or to remove any subsurface water, soil, hydrocarbons or other materials of any sort. Nothing in this section shall be deemed as a prohibition against the placing of an irrigation well or water well on the Lot for personal use so long as such water well and/or irrigation well is approved by the appropriate governmental authority.

Section 11. TREES, SHRUBS, AND WATER; ALTERATION OR OBSTRUCTION OF DRAINWAYS.

The planting or removal of trees, shrubs and other improvements on the Common Area shall be prohibited without the express written approval of the Board. The front yard of each Lot shall be kept only as a lawn, including trees, shrubs and flowers. No trees or shrubs shall be located on any Lot which will block the view of operators of motor vehicles so as to create a traffic hazard.

No person shall permit water to be introduced or placed into or on the soil anywhere within the Common Area without the express written approval of the Board. No person other than the Association shall alter any drainways anywhere on the Properties, or permit the same, by act or omission, to become obstructed in any manner, but nothing herein shall relieve the Owner of his duty to maintain drainways as otherwise provided.

Section 12. PARKING.

On-street parking and maneuvering will be permitted within the private street right-of-way. No vehicle of any type shall be parked anywhere on any designated fire

lane. No commercial type of vehicle, truck or recreational vehicle shall be parked on the streets and/or Common Areas, either temporarily or permanently in the River Ridge Addition. Declarant, its agents, employees, contractors and sub-contractors shall be exempt from the restrictions in this Section with regard to any vehicles on any part of the Properties related to any construction or improvements on the Properties. For purposes of this Declaration, a "recreational vehicle" shall include: boats, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. Except as hereinafter provided, no unused vehicle shall be stored or parked on the streets and/or Common Area, except in areas as may be designated by the Association. "Unused Vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of one (1) week or longer. A written notice describing the "unused vehicle" and requesting removal thereof may be personally served by the Association upon the Owner or upon the registered owner of the vehicle, if not a resident Owner, and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the same, without liability to it, and the expense thereof shall be charged against the Owner, or if not a resident Owner, then to the registered owner of the vehicle. If such Owner shall be a member of the Association, the cost thereof may be added to his regular assessment. Owners may park recreational vehicles behind any Dwelling Unit.

Section 13. MECHANIC'S LIENS.

No labor performed or materials furnished with the consent or at the request of an Owner, his agent, contractor or subcontractor, shall create any right to file a mechanic's lien against the Lot and Dwelling Unit of any other Owner who does not consent to or request the same, or against any interest in the Common Area. Each contracting or consenting Owner shall indemnify, defend and hold harmless the Association and each of the Owners from and against liability arising from the claim of any lien or against the Lots and Dwelling Units for labor performed or for materials furnished at the request of the contracting or consenting Owner. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the contracting or consenting Owner the amount necessary to discharge any such lien and all costs incidental thereto, including attorney's fees and expenses. Said expenses shall be added to the Owner's regular assessment.

Section 14. RULES.

Every Owner, Tenant, their respective guests, members of their family, servants, employees, invitees, lessees and licensees, shall adhere strictly to the Rules.

Section 15. UTILITIES.

The Owner of each Lot shall provide the required facilities to receive electrical, gas, and telephone service leading from the sources of supply to any improvements erected on such Lot by means of underground service conductors installed and maintained by the Owner in accordance with plans and specifications furnished by the

suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities so long as underground distribution systems are available. Each Owner shall be responsible for payment of all utilities attributable to their Dwelling Unit Lot and Dwelling Unit. The cost of all utility services to any Common Area shall be paid by the Association as Common Area Expense.

Section 16. FENCES.

No fences shall be installed on the front portion of the Lot between the front Lot line and the front building set-back line, except on a corner Lot where a fence can come within fifteen (15) feet of the property line on the side yard. Fences shall be constructed of chain link, wood plank, stockade, or similar wood materials, stone or brick.

Section 17. MINIMUM SIZE OF DWELLINGS.

The ground floor of each Dwelling Unit, exclusive of one story open porches and garages, shall contain not less than two thousand (2000) square feet.

Section 18. SET BACK RESTRICTIONS.

No building shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat of River Ridge Estates. In any event no building shall be located on any Lot nearer than fifty (50) feet to the front Lot line. The minimum side yard shall be no nearer than five (5) feet to a side Lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a Lot or building site to encroach upon another Lot or building site.

Section 19. MATERIALS AND CONSTRUCTION OF STEM WALL.

Roofs are to be laminated type composition shingles. "Approved" laminated type composition shingles shall be limited to those which carry a UL class "A" fire rating, UL wind resistance against winds up to 60 miles per hour, and manufacturer's limited warranty for not less than twenty-five (25) years. Color is to be weatherwood. No main residential building shall ever be placed, erected or constructed on any Lot or building site in River Ridge Estates unless at least eighty-five percent (85%) of the exterior walls thereof be of brick or stone veneer, provided however, that all windows or porches extended above the first ground floor level shall be excluded in the determination of the area of one-hundred percent (100%) of said exterior walls and further provided that where a gable type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable type roof, then that portion of such wall extending above the interior room ceiling may be constructed of wood material and also, likewise excluded from the square foot area in determination of what constitutes one hundred percent (100%) of the exterior walls of said Dwelling Unit. All Dwelling Units must be constructed with dug footing foundations that permit brick to

come all the way to the ground on all sides of the house without exposing the stem wall in any area. The exterior of any residential structure shall be at least eighty percent (80%) brick or masonry veneer.

Section 20. RESTRICTION ON FURTHER SUBDIVISION.

Except for the specific right reserved unto Declarant herein, no Lot in River Ridge Estates shall be further subdivided, rearranged or replatted, nor shall less than all of any such Lot be conveyed or any easement or other interest given therein without the prior written approval of the Declarant

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. APPROVAL OF PLANS AND SPECIFICATIONS BY ARCHITECTURAL CONTROL COMMITTEE; FEES.

No residence, building, wall, storage structure, awning or fence shall be commenced, erected, placed or altered (including the color thereof) on any Lot until the plans and specifications showing the nature, kind, shape, height, color, materials and location of such have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of exterior design with existing structures and location with respect to existing buildings, topography and finished ground elevation, by an Architectural Control Committee appointed by the Association. The Association, in its sole discretion, may request a reasonable fee for review of said plans.

Section 2. FAILURE TO APPROVE OR DISAPPROVE.

If the said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing to the Association for consideration by the Architectural Control Committee, such approval will be deemed to have been given.

Section 3. LANDSCAPING.

The Architectural Control Committee may require the removal, transplanting or restriction of any landscaping of any Owner determined to be or becoming a nuisance to one or more other Owners, or a threat to the structural integrity of any improvement on the Properties.

Section 4. COMMITTEE ADDRESS.

All plans and specifications which must be submitted in writing for approval hereunder shall be submitted to said Architectural Control Committee at the following address:

See Amended
address Next
Page

~~Architectural Control Committee
c/o Mr. Tom Rolen
2411 N. Portland
Oklahoma City, Oklahoma 73107~~

or to such other address as may hereafter be given in writing to the Owners by the Association or by said Architectural Control Committee.

Section 5. ORGANIZATION; APPOINTMENT BY BOARD; APPOINTMENT
BY DECLARANT; STAGGERED MEMBERSHIP; COMPENSATION;

The Architectural Control Committee shall consist of at least two (2) persons appointed by the Board of Directors. Declarant shall have the right to appoint the initial Committee members, whose terms shall expire three (3) years from the date of the filing of this Declaration, unless sooner terminated as a result of either: 1) Declarant having sold and conveyed all of its Dwelling Unit Lots in River Ridge Estates, or 2) the occurrence of an earlier termination date for the terms of the initial Committee Members and any appointed substitutes thereof, such date having been selected by Declarant, after Declarant, at its sole option and sole discretion, has notified the Committee Members and all Owners in writing of its election to have an earlier termination date, and the selected date for such earlier termination. If any initial Committee Member should die, resign or become unable to serve, the Declarant shall appoint a successor to serve the balance of his term. Members of the Committee need not be Owners. Upon expiration of the terms of the initial Committee Members, one Committee Member shall serve for one (1) year, one for two (2) years, and one for three (3) years, and the Board of Directors shall appoint Committee Members to replace those whose terms expire. Thereafter, all replacement Committee Members shall have terms of three (3) years. Members of such Architectural Control Committee shall not be entitled to any compensation for services performed. In the event that any Committee Member shall die, become unable to serve, or resign, the Board shall appoint a replacement to serve out the term of such Committee Member. Declarant hereby appoints one of Thomas Rolen, Kent Williams, and Jim Sims and one of Billy Jack Traxler and Donald Jack Traxler as the members of the initial Architectural Control Committee.

ARTICLE VII **THE ASSOCIATION**

Section 1. DUTIES AND RESPONSIBILITIES OF THE OWNERS' MANAGER OF COMMON AREAS.

Declarant has caused to be incorporated as a non-profit corporation, the River Ridge Estates Owners Association, Inc., the Bylaws of which are attached as Exhibit "C". Any Owner of a Lot and Dwelling Unit shall be deemed to have assented to, ratified and approved the designation of such corporation as manager. Said Association shall have the following duties, rights and powers:

AFFIDAVIT OF ADDRESS CHANGE

Dated: 9/16/15

I hereby certify that I, William Ingram, am the current President of River Ridge Estates Owners Association, Inc. in Grady County, Oklahoma:

I-2015-002913 Book 4874 Pg. 527

(I-2005-015835 Book 3783 Pg. 311)

See Attached Exhibit A

I also certify that my former mailing address and home address was:

Architectural Control Committee
c/o Mr. Tom Rolan
2411 N. Portland
Oklahoma City, Oklahoma 73107

My current, new mailing and home address is:

✓ Architectural Control Committee
c/o River Ridge Estates Owners Association, Inc.
P.O. Box 304
Tuttle, OK 73089



Sincerely,

William Ingram
Print Name: William Ingram
President of RREOA

Jeri Rayburn
Notary Signature

Commission Expires: 8/10/17



I-2015-016072 Book 4958 Pg: 62
09/16/2015 10:22 am Pg 0061-0062
Fee: \$ 15.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma

I-2015-002913 Book 4874 Pg: 544
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma

EXHIBIT "A"

The West Half (W/2), of the Northeast Quarter (NE/4), of Section Twenty-eight (28), Township Ten (10) North, Range Five (5) West, of the I.M., Grady County, State of Oklahoma more particularly described as follows:

Beginning at the Northwest Corner of said NE/4, thence South (S 00°09'40" E) a distance of 2640.47 feet to the center of said Section Twenty-eight (28), thence East (N 89°44'12" E) a distance of 1320.91 feet, thence North (N 00°10'34" W) a distance of 2639.68 feet, thence West (S 89°46'17" W) a distance of 1320.21 feet to the point of beginning.

I-2005-015835 Book 3783 Pg: 328
10/21/2005 10:03 am Pg 0297-0331
Fee: \$ 81.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma

A) Assessment Collection. To collect monthly or periodic assessments, equitably prorated, from Owners; to collect delinquent assessments by suit or otherwise; and to collect such other assessments as are herein authorized.

B) Meet Expenses. From funds collected to provide for maintenance, management, insurance and such other expenses as are enumerated in this Declaration.

C) Association Property. To lease, acquire and sell real or personal property in pursuance of its obligations.

D) Entry Into Units. To enter into and upon the Lots and Dwelling Units when necessary, with as little inconvenience as possible to the occupants concerned, in connection with the duties outlined in this Declaration.

E) Violation Enforcement. To enjoin or seek damages from the Owners for violation of the Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules.

F) Property Manager Duties; Management Agreement: To employ workmen and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts, and generally to have the powers of a property manager in connection with the matters herein set forth, except that the Association may not encumber or dispose of the fee title of any Owner, except to satisfy a lien, award or judgment against such Owner for violation of the Owner's covenants imposed by this Declaration. The Association shall not enter into any contract or management agreement for furnishing of services (other than utility services), materials or supplies, the terms of which are in excess of one year; and further provided that any contract or management agreement entered into (excluding utilities) by the Association shall be terminable by the Association for cause upon thirty (30) days written notice, or without cause or payment of a termination fee upon ninety (90) days written notice.

G) Protect Properties. To protect and defend the Properties from loss and damage from suit or otherwise.

H) Employ Professionals; Audit; Inspection Rights. To employ counsel, attorneys, accountants and auditors in connection with legal matters of the Association, and in connection with the audit of its books and records, and in connection with any required tax reporting.

I) Deposit Funds. To deposit funds in the hands of the Board which are not necessary for immediate disbursements into savings accounts of National

or State Banks or Savings Banks earning a reasonable rate of interest.

J) File Zoning or Variance Protests. To file legal protests, formal or informal, with authorities, against the granting by authorities of zoning ordinances or variances as to any property within reasonable proximity of the Properties which might affect the value of any Owner's interest in the Properties.

K) Maintenance of Streets and Other Common Areas. To repair and maintain all stormwater detention areas and/or structures and Common Areas in River Ridge Estates.

Section 2. THE BOARD OF DIRECTORS; NUMBER, ELECTION AT ANNUAL MEETINGS.

Except for the initial Board of Directors, the Board shall consist of not less than three (3) individuals, each of whom shall be a voting member, and said Board shall be elected at such annual meeting of the members of the Association as provided in the Bylaws. Any such Board shall provide the Lot owners reasonable representation. A Board member need not be a member of the Association to be elected or appointed to the Board.

Section 3. MEMBERSHIP; AUTOMATIC AND MANDATORY; EFFECTIVE DATE OF MEMBERSHIP.

Any person acquiring a fee simple record ownership interest in a Lot shall automatically become a member of the Association. Such ownership interest shall be the sole qualification for membership. Upon the sale or transfer of a Lot by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee. Membership shall be appurtenant to, and may not be separated from, ownership. Except for the Declarant, the membership of an Owner shall become effective for all purposes upon the Owner's occupancy of his Dwelling Unit, provided, however, that any Owner may, prior to occupancy, voluntarily commence payment of assessments hereunder, and thereupon become a member s fully, as of such first payment, as if occupancy has occurred.

Section 4. VOTING; ONE VOTE PER DWELLING UNIT; DESIGNATION; BOARD MEMBERSHIP.

The Association shall have one class of voting membership. All Owners and the Declarant shall be members of such voting membership. Each Owner shall be entitled to one (1) vote for each Lot owned. The Declarant shall be entitled to two (2) votes for each Lot owned. When more than one (1) person owns a record interest in any Lot, all such record owners shall be members. The vote for such Lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote be cast with respect to any Lot, except with respect to the Declarant.

However, the exclusive right to vote for the election members of the Board of Directors shall be vested in the Declarant, or its successors and/or assigns, until the first annual meeting of the Association membership is held, after the Declarant determines the Association is financially able to take charge, and become self-sustaining. Such meetings shall, in any event, be held within two (2) years after this Declaration is recorded in the office of the County Clerk of Grady County.

Section 5. INDEMNIFICATION OF MANAGER, EMPLOYEES, DIRECTORS AND OFFICERS; MISFEASANCE OR MALFEASANCE.

The Manager, employees of the Association, and each director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved by reason of being or having acted as such upon behalf of the Association; provided that this indemnification shall not apply if the said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided further that, in the event of a settlement, the indemnification herein shall apply only when the Board approves the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which such person may be entitled.

Section 6. LIMITATION UPON LIABILITY OF ASSOCIATION.

Notwithstanding the duty of the Association to maintain and repair parts of the Properties, the Association shall not be liable for injury or damage, other than the normal costs of the maintenance and repair, caused by the conduct of other Owners or persons, or by casualties for which insurance is not provided by the Association.

ARTICLE VIII
ASSESSMENTS

Section 1. ASSESSMENTS; REGULAR AND SPECIAL; PERSONAL OBLIGATION; DUE DATES; PRO-RATA SHARE.

The Declarant, and by their acceptance of a deed to a Lot, each Owner hereby covenants and agrees to pay the Association regular assessments or charges, and special assessments to be fixed, established and collected from time to time as herein provided. Such assessments, together with interest and the cost of collection, in the event of delinquency in payment as allowed in Section 6 of this Article, shall be the personal obligation of the person who, as the Owner, or the persons, jointly and severally, who were the Owners at the time the assessment was made. Payment of such assessments shall be made by the Owners to the Association as of the date of closing the original purchase of an Owner's Dwelling Unit, and prorated if upon a date other than the due date of an assessment, and thereafter, in monthly installments commencing on the first day of each month following the closing. The Declarant shall

first become obligated for its Start-Up Period assessment (described in the next Section, below) upon the conveyance of the first Lot and Dwelling Unit to an Owner. Except during the "Start-Up Period" described below, and except as otherwise provided herein, all Common Area Expenses shall be assessed to each Owner on a pro-rata basis in accordance with the Assessment Share assigned to their Lot on the Assessment Schedule attached as Exhibit "B".

The Owners, acting through the Association, may modify the time period in which Assessment payments shall be made from the current monthly schedule.

Declarant, for each Lot with a completed Dwelling Unit thereon, and each Owner, shall pay the Association a pro rata share (paid 1/12 per month) of (i) annual assessments or charges; and (ii) special assessments or charges for extraordinary and capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided. The annual assessments shall be based upon a budget prepared by the Board. Such budget shall include all anticipated expenses of the Association and shall specifically include a reasonable reserve.

Section 2. INITIAL ASSESSMENT FOR DEVELOPMENT, AND INITIAL START-UP OF ASSOCIATION.

Notwithstanding any other provision of these Declarations which may conflict with this Section, there shall be an initial "Start-Up Period" for the initial development of River Ridge Estates, and to allow for the initial start-up of the Association. During said Start-Up Period, the provisions of this Section shall control over any other provisions in these Declarations which may be in conflict with same. The Start-Up Period shall commence on the date of recording of the deed to the first Dwelling Unit Lot to an Owner in River Ridge Estates, conveyed by Declarant, and shall end on the first day of the month following the eighteen (18) months anniversary of the date of recording of the deed to such first Dwelling Unit Lot conveyance.

During said Start-Up Period, Declarant shall be responsible for all maintenance of the Common Areas. After the expiration of the Start-Up Period, the Association shall be responsible for maintenance of all Common Areas.

Section 3. BASIS OF ASSESSMENTS.

A) Utility Charges. Water, sewer, gas, electricity and all other public utility charges incurred in operating and maintaining the Common Area, and based upon actual charges levied by respective public utility or municipality.

B) Common Area Expenses; Special Fees. Maintenance, repair, replacement (including lawns, trees and shrubbery), administration and operation of the Common Area, including recreational facilities, all of which expense may take into account any sinking fund established for future expected expenditures. A separate fee may be levied by the Association for participants in

a special program, for functions or other activities, all of which activities are to be voluntary only. Such separate fee is not to be considered a Common Area Expense.

C) Individual Assessments. The Association shall have the right to add to any Owner's assessment, as provided in this Article, those amounts expended by the Association for the benefit of any individual Dwelling Unit and the Owner thereof, for repairs and replacements caused by negligent or willful acts of any Owner, his family, guests, employees, licensees or invitees.

D) Levy of Assessments; estimation of Assessments; adjustment; Actual Overage and Shortage. During the last month of each fiscal year, the Board shall determine the estimated annual assessment payable periodically during the following year by each Owner, provided, however that said assessments may be adjusted upon a finding of necessity by the board, but no more than twice in any year. As soon as practicable after the close of each fiscal year, actual expenses shall be totaled and any overages or shortages of actual expenses and assessments made shall then be charged or refunded to the Owner.

E) Non-Exemption. No Owner shall be relieved from payment of any assessment or charge by waiver or suspension of the use of any of the Common Area or by the abandonment or leaving of a Dwelling Unit.

Section 4. SPECIAL ASSESSMENTS; ASSENT OF OWNERS AND MORTGAGEES.

In addition to the assessments authorized above, the Board may levy special assessments for the purpose of defraying the cost of any construction or reconstruction, unexpected structural repairs or replacement or capital improvements, including the necessary fixtures and personal property related thereto. Such assessment must have assent of a majority of the Owners and mortgagees voting in person or by proxy at a meeting duly called for such purpose, or at the annual meeting. Declarant must approve in writing, any capital expenditure or cost of any construction or reconstruction which exceeds the total sum of two thousand dollars (\$2,000.00). Written notice shall be sent to all Owners of record and first mortgagees not less than fifteen (15) days, nor more than thirty (30) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. NON-PAYMENT OF ASSESSMENTS.

A) Late Charge; Interest; Acceleration; Costs; Attorney Fees; Voluntary Payment by Mortgagee. Assessments and fees shall be due and payable on the first day of each quarter or the first day of the period fixed for payment of the assessment or fees, and shall become delinquent unless paid with ten (10) days thereafter. All unpaid assessments and fees shall be subject to a late charge for non-payment, as may be determined from time to time by the

Board. If such fees or assessments are not paid within thirty (30) days after the due date, same shall bear interest from the date of delinquency, at the rate of twelve percent (12%) per annum, or other reasonable rate fixed by the Board and uniformly applied. Failure to make payment within thirty (30) days of the due date thereof shall also cause the full amount of such Owner's estimated annual assessment for the remainder of that year to become due and owing at once at the option of the Board. In the event it shall become necessary for the Board to collect any delinquent assessments or fees, whether by foreclosure of a lien hereinafter created, or otherwise, the delinquent Owner shall pay, in addition to the assessment, late charge and interest hereinabove provided for, all costs of collection, including a reasonable attorney's fee, court costs, and lien filing fees incurred by the Board in enforcing payment. Any mortgagee holding a lien on a Dwelling Unit may pay, but shall not be required to pay, any unpaid common expenses payable with respect to such Dwelling Unit, and such payment shall not be deemed a waiver by the association of the default by the Unit Owner.

B) Lien; Recording; Foreclosure; Subordinate to Recorded First Mortgage; Rental; Possession by Association. The Association is hereby granted a lien against the Owner's Lot and Dwelling Unit for any payment or payments which the Owner fails to make within thirty (30) days after the due date, provided, however, that:

(i) such lien shall be effective only upon recordation of a notice thereof in the office of the Clerk and Registrar of Deeds of Grady County, State of Oklahoma, and each Owner, by accepting a Deed to his Lot and Dwelling Unit, designates any one of the officers of the Association, or its duly appointed Manager, as agent with full irrevocable power and right to record a notice of said lien in favor of the Association;

(ii) a lien accruing hereunder shall be foreclosed in the same manner as provided by the laws of the State of Oklahoma for the foreclosure of mortgages on real property; and

(iii) such lien shall be subject and subordinate to, and shall not affect the right of, a holder of any record first mortgage now or hereafter placed on the Lot and Dwelling Unit in good faith and for value. The lien hereby given shall also be a lien upon all of the rents and profits of the encumbered Lot and Dwelling Unit. In the event of foreclosure, the Owner shall be required to pay reasonable rental to the Association for occupying the same during the period of the foreclosure, and if after the filing of a foreclosure action the Owner's Dwelling Unit is left vacant, the Board may take possession and rent said Dwelling Unit or apply for the appointment of a receiver for the Dwelling Unit. In addition to the lien herein granted, the Board shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Lot and Dwelling Unit, and obtain a judgment for the amount of the assessments due, plus costs

as herein provided. The Board shall have the power to bid at the foreclosure sale, and if title is obtained, hold, lease, mortgage, encumber, or convey the same.

C) Payment by Board of Encumbrance Obligations; Lien. In the event an Owner is in default on any obligation secured by an encumbrance on his Lot and Dwelling Unit, the Board, at its option, may pay the amount due on said obligation and file a lien against the Lot and Dwelling Unit in the manner as provided for herein, for assessments or fees.

D) Sale Does Not Release Lien. Sale or transfer of any interest by an Owner shall not affect or release any lien granted the Association herein.

E) Foreclosure Conveyance Extinguishes Lien; Unpaid Amounts Common Expense; Mortgagee Obtaining Title. In the case of the conveyance of a Lot and Dwelling Unit pursuant to foreclosure proceedings or by deed in lieu of foreclosure, such transfer of title shall extinguish the lien for all unpaid assessments made by the Association becoming due before the date of transfer of title or the date of first possession, whichever comes first. The amount remaining with respect to which the lien is extinguished shall be deemed to be a Common Area Expense collectable from all the Owners as such, without prejudice to the right of the Association to recover such amount from the delinquent Owner. Where the holder of a first mortgage of record or the purchaser obtains title to the Lot and Dwelling Unit as a result of foreclosure of the first mortgage, such acquiree of title shall not be liable for the share of the common expenses or assessments chargeable to such Lot and Dwelling Unit which became due prior to acquisition of title to such Lot and Dwelling Unit by such acquiree.

Section 6. REGISTRATION OF MAILING ADDRESS OF DWELLING UNIT

Each Owner shall register his mailing address with the Association, and notices of demands intended to be served upon an Owner shall be sent by first class mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or upon the Association shall be sent by certified mail, postage prepaid, to:

See Amended
Address on
Next Page ~~River Ridge Estates Owners Association, Inc
c/o Tom Rolan, Registered Agent
2411 N. Portland
Oklahoma City, Oklahoma 73107~~

or to such other address which the Board may furnish from time to time, or served in person upon the Service Agent of the Association.

AFFIDAVIT OF ADDRESS CHANGE

Dated: 9/16/15

I hereby certify that I, William Ingram, am the current President of River Ridge Estates Owners Association, Inc. in Grady County, Oklahoma:

I-2015-002913 Book 4874 Pg. 534

(I-2005-015835 Book 3783 Pg. 318)

See Attached Exhibit A

I also certify that my former mailing address and home address was:

River Ridge Estates Owners Association, Inc.
c/o Tom Rolen, Registered Agent
2411 N. Portland
Oklahoma City, Oklahoma 73107



My current, new mailing and home address is:

River Ridge Estates Owners Association, Inc.
P.O. Box 304
Tuttle, OK 73089

Sincerely,

William Ingram
Print Name: William Ingram

President of RREOA

Deri Rayburn
Notary Signature

Commission Expires: 8/10/17



I-2015-016073 Book 4958 Pg: 64
09/16/2015 10:23 am Pg 0063-0064
Fee: \$ 15.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

EXHIBIT "A"

I-2015-002913 Book 4874 Pg: 544
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

The West Half (W/2), of the Northeast Quarter (NE/4), of Section Twenty-eight (28), Township Ten (10) North, Range Five (5) West, of the I.M., Grady County, State of Oklahoma more particularly described as follows:

Beginning at the Northwest Corner of said NE/4, thence South (S 00°09'40" E) a distance of 2640.47 feet to the center of said Section Twenty-eight (28), thence East (N 89°44'12" E) a distance of 1320.91 feet, thence North (N 00°10'34" W) a distance of 2639.68 feet, thence West (S 89°46'17" W) a distance of 1320.21 feet to the point of beginning.

I-2005-015835 Book 3783 Pg: 328
10/21/2005 10:03 am Pg 0297-0331
Fee: \$ 81.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

ARTICLE IX **MAINTENANCE**

Section 1. MAINTENANCE OF THE COMMON AREA.

The Association shall provide for the care, operation, management, maintenance, and repair of the Common Area. Without limiting the generality of the foregoing, and by way of illustration, the Association shall keep the Common Area water, sewer, electricity, gas, and all other necessary utility services, stormwater detention areas and/or structures, in a state of good repair and working order, may maintain and replace all or any portion of the landscaping, may provide for trash collection, may remove snow, ice and other materials from the streets and walkways, shall keep the Properties safe, attractive and desirable, and may make necessary or desirable alterations or improvements to the Common Area. Nothing herein shall be construed as a waiver of any right by the Association to recover for any damage or expense incurred as a result of the willful or negligent action or omission of any person.

Section 2. OWNER'S DUTY TO INSPECT PREMISES AND TO NOTIFY

Each Owner shall have the duty to make reasonable inspections of his Dwelling Unit from time to time to determine if said Dwelling Unit contains any obvious defects, including improper drainage, for which the Association or Declarant is or may be liable. In the event of discovery of such a defect, the Owner shall also have the duty to immediately give written notice of such defect to the Association.

Section 3. DUTY TO REPAIR DEFECTS; FAILURE TO REPAIR.

In the event a defect, as described in Section 2 above, may affect the Dwelling Unit, the Owner who has the defect shall repair the same in a workmanlike fashion within a reasonable time following discovery thereof. Upon the failure of such Owner to so repair, the Association may enter into and upon the Lot and Dwelling Unit and effect such repair, the cost of which shall be chargeable to such Owner by assessment or otherwise.

Section 4. WILLFUL OR NEGLIGENT ACTS.

In the event that any maintenance, repair or other work is required because of the willful or negligent action or lack of action of any Owner, his family, guests, tenants, invitees, lessees or licensees, and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board may perform such repair, maintenance or other work, or cause the same to be performed, at such Owner's cost and expense, and may make an assessment to recover payment thereof against such Owner. The Owner shall be given ten (10) days written notice of the Board's intention to perform such maintenance, repair or other work, during which ten day period of time, the Owner may perform the required maintenance, repair or other work, provided same is completed to the satisfaction, inspection and approval of

the Architectural Control Committee.

ARTICLE X
INSURANCE

Section 1. MASTER POLICY; PUBLIC LIABILITY.

The Association shall carry a blanket insurance policy from an insurance company qualified to do and conduct business within the State of Oklahoma, and holding a rating by Best's Insurance Reports of Class VI or better, the limits of coverage of which insurance shall be reviewed annually by the Board of Directors, of fire and extended coverage, vandalism and malicious mischief insurance covering the Common Area and, if required by law, workers' compensation insurance (all of which is hereinafter referred to as the "Master Policy"), with respect to the project and the Association's administration thereof in accordance with the following: The Board of Directors shall obtain and maintain, to the extent obtainable, public liability insurance in such limits as may, from time to time, be determined necessary covering all of the common areas of the project. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. Coverage shall be for at least \$1,000,000.00 per occurrence for personal injury and/or property damage. The Association shall use its best liability insurance endorsement or appropriate provisions to cover liability of the Owners, individually and as a group, to another Owner. Said Master Policy and the endorsements made a part thereof, may provide for such deductibles from any amounts otherwise payable thereunder, as the Association may determine, and shall also:

(i) provide that the insurer issuing said policy agrees to abide by the decision of the Association whether to repair, reconstruct, or to restore all or any damaged or destroyed portion of the Common Area covered thereby,

(ii) contain no "escape" or "other insurance" clause that would cause said policy to become void in whole or in part, or cause any proceeds payable thereunder to be reduced, set off, apportioned, prorated or otherwise brought into contribution with or by reason of separate insurance contained by or for any Owner of his Mortgagee,

(iii) provide that only improvements made or installed by the Association shall affect the valuation of any building or improvement on the project for co-insurance purposes,

(iv) provide for at least an annual insurance review, which shall include an appraisal of all buildings, improvements, and personal property

of the Association located on or within the project required to be insured hereby, by a representative of the insurer issuing said Master Policy.

(v) contain a waiver by said insurer of any and all rights of subrogation against any Owner, Declarant (and each member of its staff and its employees), the Association, its Board (and each member thereof), its officers (and each of them), the Manager and his staff, and the agents, representatives and employees of the Association.

(vi) provide that said Master Policy cannot be canceled, invalidated, suspended, substantially modified, terminated, avoided or expire in whole or in part by reason of any act, omission or breach of any covenant contained in this Declaration by any Owner, Declarant, the Association, its board, its officers, the Manager and his staff, or the agents, representatives or employees of the Association, without a prior written demand that the Association cure such breach and that in no event shall said policy be canceled, invalidated, suspended, substantially modified, terminated, voided or expired for any reason, within ten (10) days prior written notice from the insurer to the Association, Declarant and to any Owner and Mortgagee,

(vii) provide that the Board or its authorized agent or representative shall have the exclusive authority to adjust any and all losses covered by said policy,

(viii) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by any act or neglect of any of the insureds, when such act or neglect is not within the knowledge and control of the insureds collectively.

(ix) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by failure of the insureds collectively to comply with any warranty or condition with regard to any portion of the premises over which the insureds collectively have no control.

(x) provide that the insurance obtained pursuant to this paragraph shall not be prejudiced by reason of the vacancy or non-occupancy of any one or more Dwelling Units within the project, provided that the Declaration (as same may be amended from time to time) is in force, and

(xi) provide that all insurance proceeds under said Master Policy shall be payable to the Association, as trustee, to be held and expended as provided in this Declaration for the benefit of the Owners and their respective Mortgages, as their interests may appear.

Section 2. NAMED INSURED; MORTGAGEE CLAUSE; MODIFICATION OR

The Master Policy shall be purchased by the Association, naming the Association as the insured, as attorney-in-fact or trustee (for all of the Owners), which policy or policies shall provide that same cannot be canceled or substantially modified until after ten (10) days prior written notice is first given to the Association and to each first Mortgagee. All policies of hazard insurance must contain or have attached thereto, the standard mortgage investors in the area in which the mortgaged premises are located.

Section 3. FIDUCIARY LIABILITY INSURANCE.

The Board of Directors may also obtain and maintain, to the extent maintainable, professional and fiduciary liability insurance coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured, and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Section 4. OTHER PERILS.

The Association may, in its sole discretion, elect to carry insurance to cover other perils.

Section 5. MORTGAGEE'S RIGHTS; DISTRIBUTION OF INSURANCE

In the event of substantial damage to or destruction of any part of the Common Area, any distribution of insurance proceeds hereunder shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the first mortgagee of a Dwelling Unit with respect to any such distribution, provided, however, that nothing in this Section 5 shall be construed to deny the Association the right to apply any such proceeds to repair or replace damaged portions of the Common Area. The Association shall notify the appropriate Mortgagee forthwith whenever damage to the Common Area exceeds two thousand dollars (\$2,000.00).

Section 6. WAIVER.

The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association, its officers, members of the Board, its employees and agents, the Declarant and any Manager and its respective employees or agents, for damage to the Properties or to any personal property located on the Properties, caused by fire or other form of casualty insurance.

ARTICLE XI
MORTGAGEE'S RIGHTS

Section 1. NOTICE AND DOCUMENTS TO, AND RIGHTS OF, MORTGAGEE.

Each holder of a first mortgage on any Lot and Dwelling Unit shall, upon written request by such holder to the Board, receive any of the following:

- A) Copies of budgets, notices of assessments, insurance certificates or any other notices or statements provided for under this Declaration by the Association to the Owner of the Lot and Dwelling Unit covered by the mortgage;
- B) Any audited or unaudited financial statements of the Association within ninety (90) days following the end of any fiscal year, which are prepared for the Association and distributed to the Owners;
- C) Copies of notices of meetings of the Owners and the right to be represented at any such meeting by a designated representative;
- D) Notice of the decision of the Owners or the Association to make any material amendment to this Declaration, the Bylaws, or the Articles of Incorporation of the Association;
- E) Notice of substantial damage to or destruction of any Dwelling Unit or any part of the Common Area;
- F) Notice of commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area;
- G) Notice of any default of the holder's Owner which is not cured by the Owner within sixty (60) days after the giving of notice by the Association to the Owner of the existence of the default;
- H) The right to examine the books and records of the Association at any reasonable time.

Section 2. FORM OF REQUEST.

The request of a holder shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a holder who has made a property request therefore shall not affect the validity of any request made by a holder hereunder, and in the event of multiple requests from purported holders of the same Lot and Dwelling Unit, the Association must honor the most recent request received.

Section 3. PROTECTION OF LIEN OF MORTGAGE.

No violation, or breach of, or failure to comply with any provision of this Declaration, and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage taken in good faith and for value, and perfected by recording in the appropriate office, prior to the time of recording in said office of an instrument describing the Lot and listing the name or names of the Owner or Owners thereof, and giving notice of such violation, breach, or failure to comply. However, the purchaser on foreclosure, or person accepting a deed in lieu thereof, shall take subject to this Declaration.

Section 4. MORTGAGEE VOLUNTARY PAYMENT.

First mortgagees of Lots and Dwelling Units may jointly or singly pay taxes or other charges which are in default and which have or may become a charge against any common property, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance covered on the lapse of a policy for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

ARTICLE XII
CONDEMNATION PROCEDURE

Section 1.

In the event of a proceeding in condemnation or partial condemnation of any Common Area by any governmental authority authorized so to do, the proceeds from such condemnation attributable to the Common Area shall be distributed onto the Owners based upon the Assessment Schedule.

Section 2.

When a condemnation of a Lot and Dwelling Unit occurs and the Lot and Dwelling Unit is subject to an encumbrance, the Association shall send written notice forthwith to all holders of first mortgages covering any Lot and Dwelling Unit affected thereby. The proceeds due the Owner by reason of such condemnation shall be paid to the holder of the encumbrance. The holder of a first mortgage shall be entitled to priority over all other parties with respect to any distribution of condemnation proceeds. Any excess amount not required to clear the encumbrance shall be paid to the Owner.

ARTICLE XIII
DURATION AND AMENDMENTS

Section 1. AMENDMENTS AND REVOCATION; PARTITION, SALE,

This Declaration shall remain in full force and effect for as long as River Ridge

Estates remains as a single family residential development. Except for amendments made by Declarant as allowed herein, and except as hereinafter provided, the Declaration may not be amended or revoked, nor may any Common Area used or held for the benefit of all the Owners be abandoned, partitioned, subdivided, sold, encumbered or transferred except by a vote of the Owners' interests in the Lots. Such amendments shall be effective only upon the recordation of the certificate setting forth the amendment signed by the Declarant and Owners, together representing not less than seventy five percent (75%) of all the Lots, if during a period which is ten (10) years after the date of recording of this Declaration, or by Owners owning sixty percent (60%) of the Lots if the amendment is approved more than ten (10) years after the date of recording of this Declaration. All amendments to the Declaration shall be recorded in the office of the County Clerk. No amendment to this Declaration shall be in conflict with the laws of the State of Oklahoma. No amendments shall affect the rights of Declarant herein, unless approved and consented to by Declarant in writing. Notwithstanding any other provision in this Section to the contrary, or anywhere else in this Declaration, the Declarant, without prior meeting, notice, consent, approval or assent of any other Owner, may amend this Declaration at any time until Declarant has transferred title to more than one-third (1/3) of the Dwelling Unit Lots in River Ridge Estates.

Section 2. SPECIAL AMENDMENTS BY DECLARANT.

Declarant hereby reserves and is granted the absolute unilateral right and power of record, a Special Amendment to this Declaration at any time, and from time to time, which amends this Declaration.

A) to comply with requirements of any federally insured savings and loan association, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, and/or

B) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and Dwelling Unit, and the acceptance thereof, shall be deemed to be a grant, and acknowledgment of, and a consent to, the reservation of the power to the Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot and Dwelling Unit or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure or guarantee the first

mortgage on such Owner's Lot and Dwelling Unit.

I-2015-002913 Book 4874 Pg: 542
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma

ARTICLE XIV
GENERAL PROVISIONS

Section 1. ENFORCEMENT AT LAW OR IN EQUITY; NOTICE TO MORTGAGEE OF UNCURED DEFAULT.

The Association, or any Owner or Declarant, so long as Declarant has a record interest in the covered property, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations, and the right to recover damages or other dues for such violation; provided, however, with respect to assessment liens and Association Rules, the Association shall have the exclusive right to enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. The Association or any Owner shall also have the right to enforce, by proceedings at law or in equity, the provisions of the Articles or Bylaws and any amendments thereto.

Section 2. RIGHT TO ASSIGN.

The Declarant, by appropriate instrument, may assign or convey to any person, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges, or any one or more of them, at any time in the same way and manner as though directly reserved by them or it in this instrument.

Section 3. INVALIDITY.

Any provision of this Declaration invalidated in any manner whatsoever, shall not be deemed to affect in any manner the validity enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 4. CLAIMS.

No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provision of this Declaration or for failure of the Association or Declarant to enforce provisions hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action or arbitration brought in violation of this provision.

Section 5. WAIVER.

I-2005-015835 Book 3783 Pg: 326
10/21/2005 10:03 am Pg 0297-0331
Fee: \$ 81.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma

EXHIBIT "A"

I-2015-002913 Book 4874 Pg: 544
02/19/2015 10:32 am Pg 0513-0557
Fee \$ 99.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

The West Half (W/2), of the Northeast Quarter (NE/4), of Section Twenty-eight (28), Township Ten (10) North, Range Five (5) West, of the I.M., Grady County, State of Oklahoma more particularly described as follows:

Beginning at the Northwest Corner of said NE/4, thence South (S 00°09'40" E) a distance of 2640.47 feet to the center of said Section Twenty-eight (28), thence East (N 89°44'12" E) a distance of 1320.91 feet, thence North (N 00°10'34" W) a distance of 2639.68 feet, thence West (S 89°46'17" W) a distance of 1320.21 feet to the point of beginning.

I-2005-015835 Book 3783 Pg: 328
10/21/2005 10:03 am Pg 0297-0331
Fee. \$ 81.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

EXHIBIT A-1

Final Plat

I-2015-002913 Book 4874 Pg: 545
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma

I-2005-015835 Book 3783 Pg: 329
10/21/2005 10:03 am Pg 0297-0331
Fee: \$ 81.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma

1-2005-015808 Book 3783
10/20/05
P5 211



Symbol	Description
(Symbol)	Proposed
(Symbol)	Existing
(Symbol)	Adjacent
(Symbol)	Other

FINAL PLAN OF RIVER RIDGE ESTATES PHASE 1

A SUBDIVISION OF PART OF THE NE/4, SECTION 28, T10N, R27E, 16E,
GRADY COUNTY, OKLAHOMA



Street Name	Corner Mark
RIVER RIDGE DRIVE	(Symbol)
RIVER RIDGE CIRCLE	(Symbol)

GENERAL NOTES:

- The boundaries shown on this plan are based on the survey of the NE/4, Section 28, T10N, R27E, 16E, Grady County, Oklahoma, as shown on the plat of the same, recorded in the public records of Grady County, Oklahoma, as follows:
 - Book 10, Page 100
 - Book 10, Page 101
 - Book 10, Page 102
 - Book 10, Page 103
 - Book 10, Page 104
 - Book 10, Page 105
 - Book 10, Page 106
 - Book 10, Page 107
 - Book 10, Page 108
 - Book 10, Page 109
 - Book 10, Page 110
 - Book 10, Page 111
 - Book 10, Page 112
 - Book 10, Page 113
 - Book 10, Page 114
 - Book 10, Page 115
 - Book 10, Page 116
 - Book 10, Page 117
 - Book 10, Page 118
 - Book 10, Page 119
 - Book 10, Page 120
- The boundaries shown on this plan are based on the survey of the NE/4, Section 28, T10N, R27E, 16E, Grady County, Oklahoma, as shown on the plat of the same, recorded in the public records of Grady County, Oklahoma, as follows:
 - Book 10, Page 100
 - Book 10, Page 101
 - Book 10, Page 102
 - Book 10, Page 103
 - Book 10, Page 104
 - Book 10, Page 105
 - Book 10, Page 106
 - Book 10, Page 107
 - Book 10, Page 108
 - Book 10, Page 109
 - Book 10, Page 110
 - Book 10, Page 111
 - Book 10, Page 112
 - Book 10, Page 113
 - Book 10, Page 114
 - Book 10, Page 115
 - Book 10, Page 116
 - Book 10, Page 117
 - Book 10, Page 118
 - Book 10, Page 119
 - Book 10, Page 120

APPROVED BY:

Robert A. Johnson
Professional Surveyor

APPROVED BY:

John Doe
Professional Engineer

APPROVED BY:

John Doe
Professional Engineer



JAYDEN AND COMPANY, P.L.L.C.
PROFESSIONAL ENGINEERING SURVEYING

2000 W. 10th Street, Suite 100
Tulsa, Oklahoma 74103
Phone: (918) 438-1111
Fax: (918) 438-1112

Page 1 of 1

I-2015-002913 Book 4874 Pg: 546
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

I-2005-015835 Book 3783 Pg: 330
10/21/2005 10:03 am Pg 0297-0331
Fee: \$ 81.00 Doc: \$ 0.00
Sharon Shoemaker - Grady County Clerk
State of Oklahoma

EXHIBIT "B"

LOT ASSESSMENT SCHEDULE
FOR RIVER RIDGE ESTATES

<u>LOT</u>	<u>BLOCK</u>	<u>ASSESSMENT SHARE (**)</u>
1	1	1/92
2	1	1/92
3	1	1/92
4	1	1/92
5	1	1/92
6	1	1/92
7	1	1/92
8	1	1/92
9	1	1/92
10	1	1/92
11	1	1/92
12	1	1/92
13	1	1/92
14	1	1/92
15	1	1/92
16	1	1/92
17	1	1/92
18	1	1/92
19	1	1/92
20	1	1/92
21	1	1/92
22	1	1/92
23	1	1/92
24	1	1/92
25	1	1/92
26	1	1/92
27	1	1/92
28	1	1/92
29	1	1/92
30	1	1/92
31	1	1/92
32	1	1/92
33	1	1/92
34	1	1/92
1	2	1/92
2	2	1/92
3	2	1/92
4	2	1/92
5	2	1/92
6	2	1/92
7	2	1/92
8	2	1/92
9	2	1/92
10	2	1/92
11	2	1/92
12	2	1/92
13	2	1/92
14	2	1/92
15	2	1/92

16	2	1/92
17	2	1/92
18	2	1/92
19	2	1/92
20	2	1/92
21	2	1/92
22	2	1/92
23	2	1/92
24	2	1/92
25	2	1/92
26	2	1/92
27	2	1/92
28	2	1/92
29	2	1/92
30	2	1/92
31	2	1/92
32	2	1/92
33	2	1/92
34	2	1/92
35	2	1/92
36	2	1/92
37	2	1/92
38	2	1/92
39	2	1/92
40	2	1/92
41	2	1/92
42	2	1/92
43	2	1/92
44	2	1/92
45	2	1/92
46	2	1/92
47	2	1/92
48	2	1/92
49	2	1/92
50	2	1/92
51	2	1/92
52	2	1/92
53	2	1/92
54	2	1/92
55	2	1/92
56	2	1/92
57	2	1/92
58	2	1/92

** All lot Assessment Shares set forth above are subject to individual lot Assessment Share adjustments for insurance costs and any other adjustment permitted under the Declaration.

I-2015-002913 Book 4874 Pg: 548
02/19/2015 10:32 am Pg 0513-0557
Fee: \$ 99.00 Doc: \$ 0.00
Sharon Shoemake - Grady County Clerk
State of Oklahoma



I the undersigned County Clerk in and for Grady
County State of Oklahoma, hereby certify that this
is a true and correct copy of Declaration
of Covenants & Restrictions recorded in
Book 3783 Page 297 together with all
the endorsements thereon.
Dated at Chickasha, Grady County, Oklahoma this
19th day of Feb, 2015
Sharon Shoemake, Co. Clerk
By Donna Wright Deputy