

Declaration of Covenants, Conditions,

Restrictions, and Easements of Grand View Estates

This Declaration is made the 12th day of March 2008, by Island Cove, L.L.C., d/b/a Grand View Estates, an Oklahoma limited liability company (the "Declarant").

Recitals

- A. Declarant is the owner of and the only person, firm, or corporation having any right, title, or interest in and to a tract of land located in Delaware County, State of Oklahoma. This tract (the "**Property**") consists of all the land described on Exhibit "A" attached hereto and made a part hereof and described on the subdivision plat entitled, "Grand View Estates", a subdivision of Delaware County, State of Oklahoma (the "**Subdivision**") which is recorded in Plat Book 1813, Page 813-821 in the office of the County Clerk of Delaware County, State of Oklahoma and which is incorporated by reference as if fully set forth herein (the "**Plat**").
- B. Declarant desires to subject the Property, and the lots located therein (the "**Lots**") to the covenants, conditions, and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and Lots, and are for the purpose of distributing among the lot owners the cost of maintaining and operating the common elements located within the Property, and any improvements constructed thereon.
- C. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and easements set forth herein.
- D. Declarant certifies that it has caused the Property to be surveyed into Lots, and has caused the Plat to be made of said tract showing accurate dimensions of lots, set back lines, rights-of-way, width of streets, Common Elements and land so platted as Grand View Estates, a subdivision of Delaware County, State of Oklahoma. Declarant, declares that the Streets will be private, owned and maintained by the Association for the use and benefit of Lot Owners and their guests and other invitees.
- E. Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and easements set forth herein.
- F. Declarant intends to create on the Subdivision an association which provides for common upkeep of certain Common Elements, including

I, the undersigned, County Clerk for Delaware County, Oklahoma, hereby certify that the foregoing is a true, correct, and full copy of the instrument herewith set out as appears of record in this office, this 14th day of March, 2008.

By: Carol Fortner, County Clerk
Deputy

entrances, rights-of-way, medians, fences, landscaping, sprinkler, lighting systems and all improvements now existing or hereafter erected thereon, as well as the Docks and to establish and create an entity and agency for such purpose and for the purpose of administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created.

- G. There has been formed under the laws of the State of Oklahoma, as a not for profit corporation, Grand View Estates Property Owners Association, Inc. for the purpose of exercising the aforementioned functions.

Now, Therefore, Declarant hereby declares that all of the real property described in Article II hereof is and shall be held, occupied, sold and conveyed subject to the easements, covenants, restrictions, dedications, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property and all of which shall run with said real property and shall be binding on all parties having or acquiring any right, title, or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I

Definitions

The following words, when used in this Declaration or any supplemental declaration shall, unless the context shall not permit, have the following meanings:

- A. "Association" shall mean and refer to the Grand View Estates Property Owners Association, Inc., its successors and assigns.
- B. "Board of Directors" or "Board" shall mean the Board of Directors of the Association as selected pursuant to the provisions of the By-Laws.
- C. "Boat Slip" or "Boat Slips" will mean a place or places to berth one or more watercraft.
- D. "Building Limit Line" shall mean the line so designated on the Plat or in this Declaration. No building or structure or portion thereof will be allowed to be constructed between this line and the property line.
- E. "By-Laws" shall mean the duly adopted By-Laws of the Association, as the same may be amended, changed or modified from time to time.
- F. "Certificate of Incorporation" shall mean the duly adopted Certificate of Incorporation of the Grand View Estates Property Owners Association, Inc.

- G. **"Common Elements"** shall mean those areas of land and any improvements or structures thereon at this time or constructed hereafter intended to be maintained by the Association and devoted to the common use and enjoyment of the Owners of the Lots, including, but not limited to, the following:
- All land which is not a lot, as shown on the Plat, all improvements to such land and appurtenances thereto.
- The easement labeled, "Boat Dock Easmt" on the Plat.
- H. **"Common Expenses"** shall mean the following:
1. Expenses of administration, maintenance, repair or replacement of the Common Elements and Docks to the extent such expenses are to be borne by the Association under the terms of this Declaration.
 2. Expenses agreed upon as common by all Lot Owners acting through the Association; and
 3. Expenses declared common by the provisions of the Declaration or by the By-Laws in force as of the date hereof or as they may later be amended.
- I. **"Declaration"** shall mean this instrument and all of its terms and provisions by which the Property is submitted to the provisions of 60 Okla. Stat. §§851-856, together with such amendments to this instrument as may hereafter, from time to time, be lawfully made.
- J. **"Developer"** or **"Declarant"** shall refer to Island Cove, L.L.C. d/b/a Grand View Estates, an Oklahoma limited liability company, its successors and assigns.
- K. **"Development"** shall mean the real property described in Article II hereof within Grand View Estates, an addition to Delaware County, State of Oklahoma, and including the Common Elements, facilities, and Docks thereon and/or appurtenant thereto.
- L. **"Docks"** shall mean the Boat Slips, and the ramp or walkways from the edge of the Property to the Boat Slips.
- M. **"Dwelling House"** shall mean and refer to any portion of a building situated upon the Property designated and intended for use and occupancy as a residence by a single family, excluding guest houses and servants' quarters.

- N. "**License**" shall mean the license to use one or more Boat Slips for mooring subject to the terms of this Declaration, including such rules and regulations as the Association may adopt concerning the Docks.
- O. "**Lot**" shall mean and refer to any plot of land so labeled and shown upon any recorded subdivision map of all or any part of the Property.
- P. "**Lot Owner**" or "**Owner**" shall mean and refer to the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lots are now, or may from time to time hereafter, be created or established. If more than one person, or legal entity or any combination thereof, holds the record of title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "**Lot Owner**" or "**Owner**" shall not mean contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.
- Q. "**Majority of Lot Owners**" shall mean the owners of more than fifty percent (50%) of the Lots. Any specified percentage of Lot Owners mean such percentage in the aggregate of such ownership of Lots.
- R. "**Member**" shall mean and refer to every person and/or entity who holds membership in the Association.
- S. "**Person**" shall mean an individual, corporation, partnership, Association, Trust or other legal entity, or any combination thereof.
- T. "**Property**" shall mean all of the land described on Exhibit "A" attached hereto, being the same parcel of real property shown on the Plat more particularly referred to in Paragraph A of the Recitals to this Declaration, and such additional land as may be subjected to this Declaration under the provisions of Article II below.
- U. "**Street**" shall mean the Boat Dock Easmt, and any street, land, drive, boulevard, road, place, terrace, trail or public way as shown on the Plat, including without limitation, the street labeled, "Grand View Trail" on the Plat.

Article II

Property Subject to This Declaration and Additions Thereto

- 2.1 **Property Subject to Declaration.** Declarant hereby declares that all Property and the Docks are held and shall be held, conveyed, encumbered, used, occupied,

and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, pursuant to the provisions of 60 Okla Sta. §§ 851-856 and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, restrictions, reservations, liens and charges are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Lot comprising a part thereof and of each ownership of one or more Lots, now or in the future, and the Owners of any interest of any kind or character in Lots, the Property, or any portion thereof.

All of said limitations, liens, covenants, conditions, restrictions, reservations, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot, the Property or any part thereof, whether as sole owners, joint owner, occupant, successor, trustee, assign or otherwise.

Article III

Membership, Classes of Members and Voting Rights

- 3.1 **Membership Requirement.** Every person who is a record owner of a fee or undivided interest in a Lot in the Development shall be a member of the Association. However, any such person who holds such interest merely as a security for the performance of an obligation shall not be a member. Ownership of such Lot shall be the sole qualification for membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership with the Association, or impair any rights or remedies which the Owners have, either through the Board of Directors of the Association or directly, against such former Owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.
- 3.2 **Class of Membership.** The Association shall have the following two (2) classes of voting membership:
- (a) **Class A.** Class A shall be all Owners of Lots with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Lot in which he or she holds the interest required for membership by Paragraph 3.1 of this Article III.

When more than one (1) person holds the interest in any Lot, all such persons shall be members of the Association, and the vote for such Lot shall be exercised as the Certificate of Incorporation of the Association provides or as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. If one (1) Dwelling House is constructed on two or more lots, only one (1) Class A membership will be assigned to such Lots containing the single Dwelling House.

- (b) **Class B.** The Class B member shall be the Developer. The Class B member shall be entitled to six (6) votes for each Lot in which the Developer holds the interest required for membership in Paragraph 3.1 of this Article III.

Article IV

Common Elements

- 4.1 **Conveyance and Reservations.** Declarant hereby conveys, grants, transfers and assigns all of the Common Elements and Docks to the Association. The Association shall hold the Common Elements and Docks conveyed to it and shall maintain the Common Elements and Docks conveyed to it subject to the following:
- (a) The reservation to Declarant of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the Plat as an easement area, or on, over, under, or in any portion of any Common Element, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot together with the right and privilege of entering upon any Common Element for such purposes and making openings any excavations therein.
- (b) The reservation to Declarant of the right of access and right to enter upon any Common Element or Dock conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Elements.
- 4.2 **Structures as Common Elements.** The Common Elements, but not the Docks, conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained as a Common Element except: (i)

structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, benches, chairs or other seating facilities, fences and walls, entrance gates, walkways roadways (without implication of the present or future existence of such items), and (ii) drainage, storm water and utility systems and structures. The Common Elements may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Elements, or for aesthetic reasons.

- 4.3 **Exclusive Use by Owners.** No portion of any Common Element may be used exclusively by any Owner for personal gardens, storage facilities or other private uses.
- 4.4 **Common Elements and Docks Management.** The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Elements and Docks improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.
- 4.5 **Administration.** The Lot Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Elements and Docks shall be in accordance with the provisions of this Declaration, the Certificate of Incorporation, the By-Laws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Certificate of Incorporation, the By-Laws, or rules and regulations, the provisions of this Declaration shall prevail.
- 4.6 **Powers and Duties of Association.** The Association shall have the following powers, rights and duties:
- (a) The Association shall acquire and pay out of the assessments levied and collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, taxes, insurance and other necessary expenditures relating to the Common Elements and Docks.
 - (b) Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and Docks and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair.
 - (c) The Association, at any time, and from time to time, may establish, in accordance with the By-Laws, such uniform rules and

regulations as the Association may deem reasonable in connection with the use, occupancy and maintenance of the Common Elements and Docks by Lot Owners, their guests, invites, and licensees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use and parking of trucks and vans, facilities constructed on the Common Elements and Docks and other activities which, if not so regulated, might detract from the appearance of the Common Elements and Docks or be offensive to or cause inconvenience, noise or damage to persons residing in the Property or visiting the Common Elements and Docks. The Association shall send a copy of such rules and regulations, together with amendments and additions thereto, to each Lot Owner upon receiving written notice of his status as an Owner.

- (d) The Association may contract for a security service, and cause such service to be maintained as a Common Expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association, and the Association shall have no obligation to provide such a system.
- (e) The Association shall purchase insurance of the type(s) and in amount(s) determined by the Board of Directors to be adequate coverage for the nature and extent of risks attributable to its Directors and Officers including, but not necessarily limited to, insurance for the indemnification of every Director, Officer, and Managing Agent of the Association, and their successors which is commonly known as directors' and officers' liability insurance.

4.7 **Recordkeeping.** The Board may, at the Board's discretion, keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Elements and the Docks and their administration and specifying the maintenance and repair expense of the Common Elements and the Docks and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgages and representatives of lenders in the Property. All records shall be kept in accordance with generally accepted accounting principles, and Owners shall be entitled to audit said records at their own expense.

4.8 **Enforcement.** The right of each owner to use the Common Elements and Docks shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Elements and Docks. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either of them, their respective successors and assigns, against any Owner, or any other person, violating or attempting to violate the same, either by

an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized and permitted by 60 O.S. §856.

Article V

Property Rights in The Common Elements and Docks

- 5.1 **Control and Access.** The Association shall control, maintain, repair, manage and improve the Common Elements and Docks as provided in this Declaration and in its Certificate of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.
- 5.2 **Owner's Right and Privilege.** Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Elements for the purposes for which the same were designed and intended without hindering or encroaching upon the lawful rights of other Owners. This right and privilege shall be appurtenant to and pass with the title to the Lot, but is subject to the right of the Association to suspend the voting rights and to use the Common Elements and such Owner's Dock(s) by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed ninety (90) days for any infraction of published rules and regulations of the Association.
- 5.3 **Boat Slips:** The Docks have been or will be constructed by Declarant and transferred by Bill of Sale to the Association. Each Owner, at the time of obtaining record title to a Lot, will be deemed to have received from the Association a License to use one Boat Slip, as assigned by the Association, and the uncommon use of the ramp and walkways leading thereto (the "**Original Boat Slip License**") Declarant anticipates that there will be more than six (6) Boat Slips. The Association may sell Licenses to use the additional Boat Slips and uncommon use of the ramp and walkways leading thereto ("**Additional Boat Slips**") as directed by Declarant, which will receive the purchase price for the first sale of each of said Additional Boat Slips. The cost of maintaining, repairing, replacing, operating and managing the Docks each year will be divided by the number of Boat Slips to reach the annual cost of each Boat Slip (the "**Annual Cost Per Boat Slip**"). This figure will be multiplied by six (the number of Lots), and the resulting sum will become part of the Common Expenses. Each Owner will pay an additional annual fee equal to the Annual Cost Per Boat Slip times the number of Additional Boat Slips owned by each Owner. This fee will be an additional assessment against the Lot(s) owned by the Owner incurring it. The following terms will govern the Licenses:

- (1) The License(s) of any Owner are revocable by the Association if an Owner's right to use the Common Elements is suspended under Section 5.2 above or
- (2) The Original Boat Slip License will transfer automatically to a new Owner. Licenses for Additional Boat Slips will be transferable between an Owner and his successor in record title for such purchase price as the parties negotiate between themselves, but the transfer will only be effective when the Association is notified, in writing, of the new Owner's billing and notice address, with a copy of the recorded conveyance or other evidence of title to a Lot(s) in the new Owner.
- (3) Only an Owner may own or use a License. Any License which is transferred to a party who or which is not an Owner will be deemed to have been automatically revoked by the Association.
- (4) Use of the Docks, including the Boat Slips, is subject to rules and regulations promulgated by the Association;
- (5) The Licenses or notices thereof will not be recorded. The Association may revoke the License or notice thereof which has been recorded, and evidence such revocation by a recorded document, which will be conclusive proof that the License has been revoked.
- (6) The Association may, at the request of any owner, issue a written License. Such License may, however, be revoked with or without notice for cause or upon transfer of a Lot pursuant to the terms of this Declaration. The Association will keep a record of all current Licenses. Any interested Lot buyer, mortgagee, title company or other genuinely interested party may receive a written confirmation from the Association as to whether or not a License is in good standing or has been revoked.
- (7) No improvements or personal property may be installed or left on the Docks without the consent of the Association.
- (8) The Docks will be operated and maintained in accordance with all applicable governmental laws, rules, regulations and permits.

5.4 **Non-Exclusive Easement of Access.** In furtherance of the foregoing, each Lot Owner shall have a non-exclusive easement of access to, use and enjoyment of, and ingress and egress through, the Common Elements and Docks, and such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Elements and Docks.

- 5.5 **Damage to Common Elements or Docks.** Any damage to any Common Elements or Docks which is caused by the negligent act or the willful misconduct of any Lot Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Lot Owner responsible for such damage. Each Lot owner grants the Association a lien against his Lot(s) for such reimbursement, plus attorney's fees and costs. The lien may be enforced in the same manner as a lien for unpaid assessment levied in accordance with the provisions of this Declaration.
- 5.6 **Permanent Character.** Each Owner's undivided interest in the Common Elements shall have a permanent character. Such interest shall not be separated from the Lot to which it is appurtenant and shall be deemed to be conveyed or encumbered with the Lot even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance. The Common Elements and Docks shall remain undivided, and no Lot Owner or any other person shall bring any action for partition.
- 5.7 **Delegation.** Any owner may delegate, in accordance with the By-Laws of the Association, his right to the use and enjoyments of the Common Elements and Docks, and any facilities thereon, to the members of his family, or to contract purchasers who reside on his Lot.
- 5.8 **Compliance by Owner.** Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to the use of the Common Elements, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Elements. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Elements.
- 5.9 **Failure to Comply.** Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the Owner or, in a proper case, by an aggrieved Owner.

Article VI

Covenant for Maintenance Assessments

- 6.1 **Creation of Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed from the Declarant therefore or any Person from whom such Owner obtained title to such Lot, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments or charges for capital improvements, (3) assessments for any Additional Boat Slips, and (4) all other sums owed to the Association by such Owner as provided herein. Such assessments to be established, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which any such assessment is made, paramount and superior to any homestead or any other exemption provided by law, from the date that notice of such lien is filed of record by the Declarant, the Association or any Owner. The annual and special assessments or charges, together with interest at the rate of fifteen percent (15%) per annum accruing from their due date until payment is made, plus a late fee of \$50 for any payment not received by its due date ("**Late Fee**") and the cost of collection thereof and reasonable attorneys' fees, shall be a charge on, continuing lien, upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of fifteen percent (15%) per annum accruing as aforesaid, any late fee and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them; provided, however, the lien above-mentioned rising by reason of such assessment or charge shall continue to be a charge and lien upon the land as provided above. All assessments shall be equal as to each Lot, regardless of size. Until a Lot is sole by the Developer, it cannot be assessed any annual or special assessment whatsoever.
- 6.2 **Purpose of Assessments.** The assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, healthy, safety and welfare of the residents in the Property and in particular for the improvement, operation and maintenance of Common Elements such as the Docks and certain entrances, rights of way, medians, fences, landscaping, sprinkler systems, walls within the Subdivision devoted to this purpose and related to the Common Elements, the cost of labor, equipment and materials for the maintenance of the Common Elements and including, but not limited to, payment of insurance premiums, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Elements may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners thereof, in the same

manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

- 6.3 **Annual Assessments.** Assessments shall not commence until March 1, 2009, or sooner, as determined by a majority vote of the Members. The first annual assessment per Lot shall be determined by a budget prepared by the Board and approved by a majority vote of the Members. If the first assessment commences prior to March 1, 2009, said assessment will be for a partial year ending March 1, 2009.

The annual assessments will include charges associated with the Docks, including the Annual Cost Per Boat Slip for each Lot. Each Lot the Annual Cost Per Boat Slip for each Additional Boat Slip owned by said Owner. The preceding charges will be the annual assessment per Lot.

From and after March 1, 2010, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of a Majority of Lot Owners.

After the consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

- 6.4 **Special Assessments for Capital Improvements.** In addition to the annual assessments or charges authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any or all of the Docks or any capital improvement located upon the Common Elements, including the necessary fixtures and personal property related thereto; however, any such assessment as to any class shall have the assent of the Majority of the Lot Owners of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose, written notice of which, setting out the purpose of the meeting, shall be sent to all members of such class not less than ten (10) nor more than thirty (30) days in advance of the meeting. The due date for any special assessment under this paragraph shall be fixed in resolution authorizing the special assessment; however, such due date shall be at least thirty (30) days after the date of the resolution. Notwithstanding anything else set forth herein, there shall be no special assessments made or levied against any Lot of which Declarant is the Owner.

- 6.5 **Commencement Date of Annual Assessments.** Although there may have been a prior partial years' assessment as provided in Section 6.3 above, the annual assessments provided for herein for each full year shall commence and be due as

to each Lot on the first day of March, 2009, and on that date annually thereafter and be payable in advance at the beginning of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be sent every Owner subject thereto. The Association, shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

- 6.6 **Effect of Non-Payment of Assessments and Remedies of the Association.** Any assessments or charges which are not paid when due shall become delinquent and shall, together with interest thereon from the due date of fifteen percent (15%) per annum, reasonable attorney's fees and costs of collections thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same to recover the amount for which he may become liable and/or may foreclose the lien against the Lot for such assessment. In any such proceeding, there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. No Owner may waive or otherwise escape liability for the assessment provided by this Declaration or otherwise levied by the Board by non-use of the Common Elements or abandonment of his Lot. Each Owner of a Lot shall, by accepting title thereto, be deemed to have assented to proceedings for the foreclosure of any lien upon his Lot (including a foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.
- 6.7 **Subordination of Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any real estate mortgage(s) or deed(s) of trust placed upon the Lot subject to the assessment. Sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall only extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien of any subsequent assessment.
- 6.8 **Lien for Unpaid Assessments.** To evidence the lien for unpaid assessments, the Board of Directors shall prepare a written notice of assessment lien setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot,

and a description of the Lot. Such notice shall be signed by the President or a Vice-President of the Association, and shall be duly attested and acknowledged, and shall be recorded in the office of the County Clerk of Delaware County, Oklahoma. Such lien for the Common Elements shall attach from the due date thereof and impart notice to third parties from the date of the recording thereof. Such lien may be enforced by the foreclosing of the defaulting Owner's Lot subsequent to the recording of a notice or claim thereof by the Association in like manner as a mortgage real property. The Owner of the Lot being foreclosed shall be required to pay to the Association the monthly assessment of the Lot during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to purchase a Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any unpaid assessment payable with respect to such Lot, and such payment shall not be deemed a waiver by the Association of default by the Lot Owner.

6.9 **Satisfaction of Unpaid Assessments.** Upon the sale or conveyance of a Lot, all unpaid assessments against seller-owner for his pro rata share of the Common Expenses, including interest and costs and reasonable attorney's fees incurred in collection, shall be first paid out of the sale price or by the purchaser in preference to any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens and charges for ad valorem taxes past due and unpaid on the Lot;
- (b) Prior judgment liens;
- (c) Prior recorded mortgages;
- (d) Valid Mechanic's and Material men's liens arising from labor performed or materials furnished upon a Lot prior to the date of such assessment; and
- (e) Valid Mechanic's and Material men's liens for labor performed or material furnished upon the Common Elements to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

6.10 **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments provided for in this Declaration:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Elements;
- (c) All Lots owned by the Developer but only while such Lots are owned by the Developer and not thereafter; and

Article VII

Covenants, Conditions Restrictions, and Reservations

For the purpose of providing an orderly development of the entire Property, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of Declarant and its successors in title to the Property, Declarant hereby imposes the following covenants, conditions, restrictions, and reservations, to which it shall be incumbent upon successors in title to adhere:

7.1 **Residential Use.** The Lots and any buildings or structures now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only (absolutely no renting of said property) and no Structure, as defined herein, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family Dwelling House not to exceed two and one-half stories in height, guest and servants residences ancillary thereto and approved by the Committee as provided in one (1) private garage for not more than four nor less than two automobiles, and other outbuildings strictly incidental to residential use of the Lot. Any outbuildings incidental to the residential use of the Lot or Property shall be constructed of the same primary materials used in the principle residence. No prefabricated storage buildings shall be constructed on any Lot without the approval of the Committee according to the procedure set forth in Paragraph 7.2 herein.

7.2 **Architectural Committee.**

- (a) Except for construction by Declarant (so long as Declarant owns any Lots), no residential dwelling, building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "**Structures**") shall be commenced, erected, or maintained on the Property, nor shall any addition to (including awnings) or change or alteration herein (including alterations in exterior color or design) be made until the building plans, plot plans, and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure, additional, or alteration

shall have been submitted to and approved in writing by Declarant and any people or entities supported by Declarant (the "**Committee**" or the "**Architectural Committee**"), or by any authorized and designated representative(s) of the Committee, but the signature of any one member of the Architectural Committee shall be deemed approval.

- (b) The Committee shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration. The Committee shall also be guided by the extent to which the proposed Structures, addition, or alteration will ensure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography; grade elevations and/or drainage; factors of public health and safety; the effect of proposed Structure, addition, or alteration on the use, enjoyment, and value of other neighboring properties, and/or on the outlook or view from the adjacent or neighboring properties; and the suitability of the proposed Structure, addition, alteration taking into account the general aesthetic values of the surrounding areas.
- (c) In the event of the death or resignation of any members of the Committee, the remaining members shall have full authority to designate a successor or successors. In the event the committee, or its designated representatives, fails to approve or disapprove, within thirty (30) days, any plans and specifications submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully observed and satisfied. Neither the members of the Committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

- 7.3 **Antennas.** No outside television, radio, or other antenna shall be placed on any Lot or on any Structures thereon to a height exceeding five (5) feet above the highest point of any residence. In addition, no antenna of any kind, including satellite antennas or dishes, shall be installed on any Lot in the front yard or side lot forward of the front fence line. Satellite antennas or dishes shall be installed in a manner that they are not visible from the street or any other Dwelling House.
- 7.4 **Minimum Area.** The enclosed and centrally heated and cooled floor area of a Dwelling House, exclusive of attics and garages, shall be not less than four thousand (4,000) square feet.
- 7.5 **Heating and Air Conditioning.** No Dwelling House, guest or servants residences shall be permitted to be built without central heating and air

conditioning as the primary source of heating and air conditioning for the Dwelling House, guest or servants residences.

- 7.6 **Boundary Limit Lines.** No Dwelling House or building shall be located, erected, placed, altered, or permitted to remain on any Lot nearer than the Building Limit Lines as shown on the Plat.
- 7.7 **Activity.** No business, trade or related activity (including by way of example, but not necessarily limited to, home occupations, distributorships, child care, etc.) shall be carried upon any Lot.
- 7.8 **Use as Residence.** Except for guest or servants residences approved by the Committee according to the procedure set forth in Paragraph 7.2 herein, no structure other than a Dwelling House shall be used at any time as a residence, either temporarily or permanently, including, but not limited to, the restrictions that a trailer, basement, tent, shack, garage, barn or other outbuilding shall not be used on any Lot at any time as a residence either temporarily or permanently.
- 7.9 **Fences.** No fence shall be installed on any Lot without the approval of the Committee according to the procedure set forth in Paragraph 7.2 herein. Fences shall be of wood, brick, or masonry construction and shall be approved in writing by the Committee.
- 7.10 **Structures in Easements.** No outbuildings or Structure of any type shall be permitted in any easement reserved for utilities or otherwise without the approval of the Committee according to the procedure described in Paragraph 7.2 herein.
- 7.11 **Animals.** No animals, livestock, or poultry of any kind shall be maintained, raised, bred, or kept on any Lot, except that dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred, or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. (Limit of pets to five (5).)
- 7.12 **Signs.** No sign of any kind shall be displayed to the public view on any Lot or on any Structure except with the approval of the Committee according to the procedure set forth in Paragraph 7.2 herein, other than one (1) customary sign of not more than five (5) square feet advertising the property "For Sale" or except signs used by a builder or developer to advertise the property during construction and sales period.
- 7.13 **New Construction:** All residences shall be of new construction, and no residence, part of a residence, or garage, may be moved from another area onto any Lot or the Property. Mobile homes of any kind shall not be allowed to be placed or parked either permanently or temporarily, on any Lot.

- 7.14 **Front of Lot.** All Dwelling Houses are to face Grand Lake, except as may be approved by the Committee according to the procedure set forth in Paragraph 7.2 herein.
- 7.15 **Vehicles.** No truck exceeding one (1) ton, trailer, camper, house trailer, motor home, recreational vehicle, airplane, boat, boat trailer, bus, or commercial vehicle of any kind or any motor vehicle other than a standard passenger car, van, or pick-up truck not exceeding one (1) ton, shall be parked or permitted to remain on the driveway of, in the front yard, side yard in front of the actual front building line, or street adjacent to, any Lot, except for such period of time as may be absolutely necessary in order to pick up or deliver materials or to do work or make repairs on the Property. It is the intent of this requirement that the owners and occupants of residential buildings in the Addition shall not use the Lot or property upon which they reside, or streets adjacent thereto, for the storage or habitual parking of any such prohibited above-mentioned property, other than the standard passenger cars, vans, or pick-up trucks, which shall park only on paved surfaces.
- 7.16 **Construction Time.** Each lot owner must commence construction of a Dwelling House on his lot within two (2) years of purchasing the Lot, and complete construction within eighteen (18) months after commencement of construction, unless otherwise approved by Declarant.
- 7.17 **Detached Garages.** No detached garages or outbuildings shall be permitted on any Lot except upon the approval of the Committee according to the procedure set forth in Paragraph 7.2 herein.
- 7.18 **Roof Composition.** The initial roof of any Structure which uses a roof built on any Lot must be of composition material shingles equal in quality to Prestique Plus Shingles manufactured by Elk Roofing or equal to Timberline Ultra Shingles manufactured by Owens Corning and subject to the approval of the Committee according to the procedure set forth in Paragraph 7.2 herein of the specific product and subject to the approval of the Committee according to the procedure set forth in Paragraph 7.2 herein of the aesthetic appearance as a weathered-wood roof. All roofs must have a minimum pitch or slope of 6 on 12. Any other roof so desired must be approved by the Committee according to the procedures set forth in Paragraph 7.2 herein.
- 7.19 **Landscaping.** All Lots are to be landscaped in a style in keeping and in harmony with the area and as approved by the Committee. All garbage cans or refuse areas are to be fully screened and covered from view from the street and from adjoining Lots.

7.20 **Repair and Maintenance.**

- (a) The Owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. Lawns shall be seeded and mowed, shrubbery trimmed and painted, exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. No trees or shrubs shall be located on any Lot which block the view of operators of motor vehicles or of street signs so as to create a traffic hazard. Dead limbs will be pruned.
- (b) In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings, landscaping (including tree pruning) and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for unpaid assessment levied in accordance with the provisions of this Declaration.

7.21 **Clothes Dryers.** No permanent exterior clothes dryer or clothes drying line shall be erected, installed, or maintained on any Lot, or on any Structure thereon. Only collapsible or retractable clothes dryers or lines shall be used, and they shall be collapsed or retracted when not in use and shall be located in the rear yard behind the Dwelling House.

7.22 **Exterior.** The principle exterior surface of each Dwelling House as well as any guest or servants residences should be comparable to those of existing Dwelling Houses. Any deviations must be pre-approved by the Architecture Committee. Exterior surfaces of all other Structures must be approved by the Committee.

7.23 **Fireplaces.** All fireplaces and chimney exteriors are to be stone or brick veneer or otherwise approved by the Architecture Committee.

7.24 **Noxious or Offensive Activities.** No noxious or offensive activity shall be carried on, maintained, or permitted upon any Lot, Common Element, or the Common Maintenance Area, nor shall anything be done thereon which may be or will become an annoyance or nuisance to the neighborhood or which may be noxious or detrimental to health.

- 7.25 **Non-Exclusive Use by Owners.** No portion of any Common Elements may be used exclusively by any Owner for personal gardens, storage facilities, or other private uses without the prior written approval of the Association.
- 7.26 **Drilling Activities.** No drilling or puncturing the surface for oil, gas or other minerals or hydrocarbons on the Property (including any Lot or Common Element) shall be permitted.

Article VIII

Reserved Easements

8.1 Easements.

- (a) All easements as shown on the recorded Plat are hereby reserved by Declarant. No Structure, planting or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.
- (b) The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority, quasi public authority, utility company or the Association. All small drainage channels, emergency overflows, or other swales which are important to abutting properties, but are not a part of the drainage system maintained by a public authority or utility company, or the Association shall be the property owner's responsibility, and it shall be the responsibility of the property owner to: keep the easements, channels and swales free of any structure, planting or other material which may change the direction of flow, or obstruct or retard the flow of surface water in the channels or swales whether they be in easements or contained on the individual property owner's lot.
- (c) No conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release the easements.

- 8.2 **Right to Grant Easements.** Declarant further reserves itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities; or to grant such other licenses or permits that Declarant may deem necessary for the improvement of the Property in, over, through, upon and across any and all of the streets, avenues, roads, courts and open spaces, and in, over, through, upon and across each and every Lot in the easement area reserved in Paragraph 8.1 of Article VIII of this Declaration or as shown on the Plat. No street, avenue, road, court, open space or easement shall be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of Declarant.

Article IX

General Provisions

- 9.1 **Enforcement.** The Association, or any Owner, shall have the right to enforce all covenants, conditions, restrictions, reservations, liens, or charges now or hereafter imposed by the provisions of this Declaration. Such enforcements shall occur by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to retraining violation or to recover damages or other relief including attorney's fees, and against the land to enforce any lien created by these covenants. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 9.2 **Duration.** All of the covenants, conditions, and restrictions contained in this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Declarant, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this instrument, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years; however, the Owners representing three fourths (3/4's) of the Lots herein platted, may, at the end of such twenty (20) year term or at the end of any successive ten (10) year period thereafter, by a written instrument, signed by all of such persons and recorded in Delaware County, State of Oklahoma, vacate or modify all or any part of this Declaration and the covenants and restrictions herein contained.
- 9.3 **Right to Assign.** The Developer may, by appropriate instrument, assign or convey to any persons, organizations or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns 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 or times as though directly reserved by them or it in the instrument. Any such assignment or transfer shall be evidenced by and appropriate instrument recorded in Delaware County, State of Oklahoma, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and power reserved by or conferred upon Declarant by this Declaration.

- 9.5 **Amendments by Membership.** This Declaration may be amended, in writing, by the members of the Association at a duly constituted meeting called for such purpose or in any regular meeting so long as the notice of such meeting sets forth the complete text of the proposed amendment, and a quorum is established. No amendment shall be effective unless approved, in writing, by the Owners representing seventy-five percent (75%) of the Lots (that is, 4 Lots) present in person or by proxy at the meeting at which the vote is taken, provided that Declarant shall have five (5) votes for each Lot it owns at the time of the vote.
- 9.6 **Notices/Registration of Mailing Address.** The Owner or several Owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or any combination thereof to be used by the Association. Such registered address of an Owner or Owners shall be furnished by such Owner(s) to the Managing Agent of the Association or Board of Directors within fifteen (15) days after transfer of title, or after change of address, and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of the Owner(s) thereof. Any statements, notices and demands intended to be served upon an Owner, and all other communications shall be deemed to have been properly sent when mailed by first class mail, postage prepaid, to the last known registered address of the person who appears as a member or Owner on the records of the Association at the time of such mailing. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent by certified mail, postage prepaid, to Grand View Estates Property Owners Association, Inc., P.O. Box 61250, Oklahoma City, Oklahoma 73146.
- 9.7 **Exculpation of Unavoidable Loss.** The Association shall not be liable for any loss to any Owner or inflicted upon any Lot or the property or the Owner situated therein, brought about by flooding, water damage caused by acts of God, or other force majeure. It is intended that for losses of this nature, each Owner will bear the same or effect his own insurance to cover the same.

- 9.8 **Severability.** The invalidation of any of the provisions of this Declaration, either by judgment or court order or otherwise, shall not affect any of the other provisions, all of which shall remain in full force and effect.
- 9.9 **Governing Law.** This Declaration and any amendments thereto shall be governed by, interpreted, performed, and constructed in accordance with the laws of the State of Oklahoma.
- 9.10 **Conveyances by Declarant.** Each conveyance of a Lot, or of any interest in the Lot, by Declarant, shall be deemed to be the subject to this Declaration and its provisions whether or not the deed conveying the Lot shall so state. Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each owner shall hold his Lot subject to the provisions of this Declaration.

EXECUTED THE DAY HEREINABOVE FIRST WRITTEN.

DECLARANT:

ISLAND COVE, L.L.C., d/b/a/ GRAND VIEW
ESTATES

By: HOWARD INVESTMENTS, L.L.C., it's Manager

By:



Robert E. Howard II, Manager

EXHIBIT "A"

GRAND VIEW ESTATES SUBDIVISION LOTS 1-6 INCLUSIVE IN A
SUBDIVISION OF DELAWARE COUNTY, STATE OF OKLAHOMA, ACCORDING
TO THE RECORDED PLAT THEREOF DESCRIBED BY METES AND BOUNDS
AS:

TRACT 1: RECORDED IN BOOK 1725, PAGE 324

A tract of land in the NW 1/4 SE 1/4 NE 1/4 of Section 9, Township 24
North, Range 23 East in Delaware County, Oklahoma, and being more
fully described as follows:

Beginning at the Northwest corner of said NW 1/4 SE 1/4 NE 1/4; thence
S 89°59' E along the North line of said NW 1/4 SE 1/4 NE 1/4, 16.02 feet
to a point on the GRDA taking line; thence following the GRDA taking
line, S 19°12' E, 55.5 feet; thence S 22°03' E, 85.1 feet; thence S 07°50'
W, 76.2 feet; thence S 03°05' E, 93.0 feet; thence S 01°57' E 139.0 feet;
thence S 21°53' E, 114.2 feet to a point on the Northerly line of Lot 34,
The Cliff, a recorded subdivision; thence S 89°22'13" W along said
Northerly line and an extension thereof, 105.97 feet to a point on the West
line of said NW 1/4 SE 1/4 NE 1/4; thence N 00°13'40" W along said
West line, 545.71 feet to the point of beginning.

TRACT 2: RECORDED IN BOOK 1725, PAGE 325

A tract of land in the NE 1/4 SW 1/4 NE 1/4 of Section 9, Township 24
North, Range 23 East in Delaware County, Oklahoma, and being more
fully described as follows:

Beginning at the Northeast corner of said NE 1/4 SW 1/4 NE 1/4; thence S
00°13'40" E along the East line of said NE 1/4 SW 1/4 NE 1/4, 100.0 feet;
thence N 89°59' W, 100.0 feet; thence N 00°08'10" E, 71.88 feet; thence N
74°13'28" E, 103.32 feet to the point of beginning.

TRACT 3: RECORDED IN BOOK 1725, PAGE 324

A tract of land in the E 1/2 SW 1/4 NE 1/4 of Section 9, Township 24
North, Range 23 East in Delaware County, Oklahoma, and being more
fully described as follows:

Commencing at the Northeast corner of said E 1/2 SW 1/4 NE 1/4; thence
S 00°13'40" E along the East line of said E 1/2 SW 1/4 NE 1/4, 100.0 feet
to the point of beginning; thence S 00°13'40" E, 1219.51 feet to the SE
corner of said E 1/2 SW 1/4 NE 1/4; thence N 89°38' W, 20.31 feet to a

point on the Easterly right of way of Highway 125; thence following said right of way N 25°44'34" W, 1205.06 feet; thence Northerly along a curve to the right having a radius of 666.2 feet, a distance of 142.54 feet; thence leaving said right of way S 89°59' E, 586.61 feet to the point of beginning.