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THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WINTER CREEK ESTATES

THIS THIRD AMENDED and RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**") is made as of the 7th day of March, 2018 (the "**Effective Date**"), by **WINTER CREEK ESTATES, LLC**, an Oklahoma limited liability company ("**Declarant**").

RECITALS:

A. The Declarant is successor in interest to Mid Property Holdings, LLC successor in interest to the rights of the original Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Winter Creek Estates recorded February 26, 2004 in Book 2586, at Page 458 of the records of the Grady County Clerk, as amended by Amendments to Covenants recorded November 3, 2004 in Book 3671, Page 322 and a Second Amendment to Declaration of Covenants, Conditions and Restrictions and Assignment of Rights and Duties of Declarant recorded June 18, 2014, in Book 4776, at Page 459 of the records of the Grady County Clerk, as amended and restated by an Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded August 8, 2014 in Book 4800, at Page 577 of the records of the Grady County Clerk, as amended and restated by a Second Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded November 27, 2017 in Book 5333, at Page 50 of the records of the Grady County Clerk (collectively the "**Original Declaration**") relative to certain parcels located in Grady County, Oklahoma.

B. The Original Declaration provides that it may be amended unilaterally by Declarant pursuant to the terms outlined in **Section 12.9(b)** thereof. Declarant, as owner of the Club Property and various Lots by virtue of the foreclosure on the same, deems it necessary to amend the Original Declaration for purposes consistent with **Section 12.9(b)** of the Original Declaration and, accordingly, imposes this Declaration against Tracts 1 through 9, both inclusive, described on **Exhibit A** attached hereto, some of which has previously been platted and the remainder of which has yet to be platted.

AGREEMENT:

NOW, THEREFORE, the Declarant hereby supersedes the Original Declaration effective with the recording hereof and amends and restates the Original Declaration in its entirety to provide as follows:

Declarant desires to create certain easements, restrictions, covenants, development and design standards, assessments, and liens upon various portions of the Property for the benefit of the Declarant and

current and future Owners of the Property, and in accordance with Declarant's intention that the Property be developed in a consistent, compatible, and mutually beneficial manner.

Declarant will establish an Architectural Committee that will promulgate Design Guidelines governing all aspects of the design and construction of Dwellings, and Dwelling Exteriors. The Design Guidelines will be administered by the Architectural Committee which will have the power to review and approve all Plans. Both the initial construction of Dwellings and Dwelling Exteriors, and the alterations to Dwellings, and Dwelling Exteriors, are governed by the Design Guidelines, and subject to the review, and approval of Plans. The Architectural Committee may reject Plans on purely aesthetic grounds.

During the construction and marketing of the Lots, Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right to appoint all members of the Architectural Committee and the Board, the right to replat all, or any portion of the Property, the right to add to or delete from this Declaration, any other real property, the right to construct Improvements, grant easements and licenses, and control construction activities, and the right to execute certain documents, and perform certain other acts in connection with the development and promotion of the Property.

Declarant further desires to create a mechanism by which the covenants, standards, and other provisions hereof may be administered and enforced for the development of the Property.

NOW, THEREFORE, Declarant does hereby declare that the Property (as defined herein), be held, sold, transferred, encumbered, developed, occupied, leased, and used, subject to, and in accordance with, the provisions of this Declaration.

ARTICLE I
DEFINITIONS

1.1 **"Aquatic Center"** shall mean the pool and related facilities located on the Club Property.

1.2 "**Architectural Committee**" shall mean the committee which shall be appointed by the Declarant until the Turnover Date, and after the Turnover Date shall mean the committee which shall be appointed by the Board, to review and approve Plans for the construction of Improvements as provided in Article VII.

1.3 "**Assessment**" or "**Assessments**" shall mean the Annual Assessments and the Special Assessments, collectively.

1.4 "**Association**" shall mean the Winter Creek Estates Property Owners Association, Inc., its successors, and assigns.

1.5 "**Association Documents**" shall mean the Articles of Incorporation and Bylaws of the Association.

1.6 **Association Member**" or "**Association Members**" shall mean each member (including Declarant) of the Association as provided in **Section 3.1**.

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1.7 "**Board**" shall mean the Declarant until the Turnover Date, and after the Turnover Date shall mean the Board of Directors of the Association, as constituted at any time, or from time to time.

1.8 "**Bylaws**" shall mean the Bylaws of the Association.

1.9 "**Club**" shall mean and refer to the golf club created by the Declarant to be developed and operate on the Club Property.

1.10 "**Club Owner**" shall mean Winter Creek Golf and Country Club, LLC or any successor-in-title to the Club Property.

1.11 "**Club Plan**" shall mean and refer to that certain plan of membership developed by the Club Owner for the Club. The Club Plan is subject to change by the Club Owner from time to time at the sole discretion of the Club Owner.

1.12 "**Club Property**" shall mean that parcel or those parcels of land comprising part of the Property developed by Declarant or any affiliate or designee of the Declarant which is presently being operated as a golf course (the "Golf Course") and related facilities and the Aquatic Center, specifically including parcels 1, 2, 3A, 3B, 4, 5 and 6 as described in **Exhibit A** hereto.

1.13 "**Club Users**" shall mean and refer to the Club Owner, its employees, independent contractors, agents and all members, guests and invitees of the Club.

1.14 [Intentionally Omitted]

1.15 "**Common Areas**" shall mean areas shown on a Plat as a Common Area together with all Improvements constructed, or to be constructed, thereon, and such other areas of the Property, as Declarant may hereafter designate as Common Areas, in writing, in any supplemental Declaration pursuant to Article II, or in a subsequent conveyance, by Declarant, to the Association, and any and all Improvements located thereon. The Common Areas are to be held, maintained, and operated for the common use, and the benefit of the Owners, and their respective tenants, and invitees, subject to the provisions of this Declaration, including without limitation, the reservations, rights, and easements of Declarant, provided in Article XI, and the right of the Association under Article V.

1.16 "**Declarant**" shall mean Winter Creek Estates, LLC, an Oklahoma limited liability company, its successors, and any assignee who receives by assignment from the Declarant, or its successors, or assigns, all or a portion of its rights hereunder, as Declarant, by an instrument assigning those rights as Declarant to assignee as set forth in **Section 12.6**.

1.17 "**Default Rate**" shall mean and refer to a rate of interest equal to 18% per annum."

1.18 "**Design Guidelines**" shall mean the architectural design guidelines, and graphic site standards promulgated, and developed by the Architectural Committee in accordance with **Section 7.7.**

1.19 "**Dwelling**" shall mean and refer to any improved property intended for use as a single-family attached or detached dwelling and shall include within its meaning (by way of illustration, but not

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limitation) townhouse units, cluster homes, patio or zero lot line homes, and single-family detached homes on separately platted lots.

1.20 [Intentionally Omitted]

1.21 [Intentionally Omitted]

1.22 "**Dwelling Exteriors**" shall mean those portions of each Lot that are not Common Areas, and are not improved with a Dwelling, if any, constructed on the Lot. Without limiting the foregoing, the Dwelling Exteriors shall include the following: (a) driveways, sidewalks, and walkways located on the Lot, (including those portions thereof which may cross areas designated as Common Areas), (b) those portions of water, sewer, electric, and other operating utility systems, which serve only the Dwelling constructed on the Lot, and, (c) all lawns, landscaping, and other portions of all Lots which are landscapable, and which are not designated as being part of the Common Areas.

1.23 "**Fairway Lots**" and "**Greens Lots**" shall mean any lot whose front, back or side property line connects to golf fairways or golf greens.

1.24 "**Improvements**" shall mean any buildings, structures, underground installations, slope alterations, lights, driveways, sidewalks, utility facilities and lines, parking areas, retaining walls, plantings, lawns, planted trees and shrubs, and all other structures, landscaping, or improvements of every type and kind.

1.25 "**Lake Lots**" shall mean any lot whose front, back or side property line connects to any waterside property.

1.26 "**Lot**" shall mean any platted residential lot designated in a Plat, together with all Improvements thereon and thereto, including, without limitation Dwelling, and Dwelling Exteriors located thereon, excluding the Common Areas. Notwithstanding, solely for the purpose of assessment of Association dues, each ½ acre of unplatted land covered by this Declaration shall be treated as if it were a single platted lot.

1.27 "**Neighborhood**" shall mean and refer to a group of Lots and Dwellings designated as a separate Neighborhood for the purpose of receiving other benefits or services from the Association which are not provided to all Lots and Dwellings within the Property.

1.28 "**Neighborhood Assessments**" shall mean and refer to assessments levied against Lots and Dwellings in a particular Neighborhood to fund Neighborhood Expenses.

1.29 "**Neighborhood Association**" shall mean and refer to an owners association, established by or with the approval of the Declarant, having jurisdiction over any Neighborhood concurrent, but subordinate to, the Association.

1.30 "**Neighborhood Expenses**" shall mean and refer to actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners within a particular Neighborhood, which may include reasonable reserves, as the Board may authorize and as may be authorized herein or in a Supplemental Declaration applicable to a Neighborhood.

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1.31 "**Non-Fairway Lots**" shall mean all Lots except the Fairway Lots, Greens Lots and Lake Lots.

1.32 "**Occupant**" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

1.33 "**Official Records**" shall mean and refer to the Office of the County Clerk of Grady County, Oklahoma.

1.34 "**Owner**" shall mean and refer to one or more Persons, including Declarant, who or which owns fee simple title to any Lot or Dwelling excluding, however, those Persons holding an interest merely as security for performance of an obligation. In the event that there is recorded in the Official Records any installment sales contract covering any Lot or Dwelling, the Owner of such Lot or Dwelling shall be the purchaser under said contract and not the fee simple title holder. An installment land sales contract shall be an instrument whereby the purchaser is required to make payment for a Lot or Dwelling for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to such Lot or Dwelling until all such payments are made, although the purchaser is given use of such Lot or Dwelling.

1.35 "**Plans**" shall mean the plans, specifications, drawings, sketches, and other materials of the construction of the Dwelling, or other Improvement, which are required to be submitted to, and approved by, the Architectural Committee, pursuant to Article VII.

1.36 "**Plat(s)**" shall mean any recorded plat relating to a portion of the Property.

1.37 "**Property**" shall mean the land described on **Exhibit A** hereto, some of which has been previously platted, and any other real estate added by Declarant thereto, as provided in this Declaration.

1.38 "**Special Assessments**" shall mean the assessments described in **Sections 4.1 and 4.3**.

1.39 "**Turnover Date**" shall mean the date on which the rights of Declarant to designate the members of the Board, or to appoint members of the Architectural Committee and other rights, terminates pursuant to **Section 11.4**.

1.40 "**Voting Member**" shall mean only the Declarant until the Turnover Date, and after the Turnover Date, the individuals who shall be entitled to vote in person, or by proxy, at meetings of the Owners as more fully set forth in **Section 3.2**.

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ARTICLE II
REAL COVENANTS: ADDITION OR REMOVAL OF PROPERTY: SUPPLEMENTAL DECLARATIONS

2.1 Real Covenants: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved, or declared by this Declaration shall be covenants appurtenant, running with the land, and shall at all times inure to the benefit of, and be binding on, any person, having at any time any interest or estate in any part of the Property. Each Owner resident, or other person, by acceptance of a deed conveying title to the Property, or any part thereof, or the execution of contract for the purchase thereof, or the acceptance of a lease thereof or license therefore, or the taking possession thereof, whether from Declarant, or another Owner or lessee, shall for himself, his successors, and assigns, be deemed to (a) accept such deed, contract, lease, license, or possession upon, and subject to, each and all of the provisions of this Declaration, and (b) covenant to and with Declarant, and the other Owners to keep observe, comply with, and perform the requirements of this Declaration whether or not any reference to this Declaration is contained in the instrument by which such person acquired said interest.

2.2 Addition or Removal of Property: Supplemental Declarations: Declarant reserves the right, at its discretion at such time, or times before the Turnover Date as it shall determine, to subject to the provisions of this Declaration, additional property as Declarant shall determine, together with the Improvements thereon, and easements, rights, and appurtenances thereunto, belonging or appertaining. Each of the additions, authorized pursuant to this article, shall be made by Declarant's recording a supplemental declaration, describing the additional property subjected to this Declaration. Each such instrument may also contain such additions, deletions, and modifications to the provisions of this Declaration, as Declarant may require in its sole discretion. Notwithstanding the foregoing, Declarant shall not be obligated to bring any additional property within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration, so as to benefit or bind any such additional property until, and unless, such additional property is expressly subjected to the provisions of this Declaration in accordance with this article. The failure of Declarant to extend the provisions of this Declaration to additional property shall not be deemed to prohibit the establishment of a separate scheme of development, (including provisions substantially similar, or identical to those contained herein), for such additional property to which this Declaration is not extended.

At any time prior to the Turnover Date, Declarant reserves the right, in its sole discretion, to remove from the provisions of this Declaration any portion of the Property then owned by Declarant. Any removal made by Declarant pursuant to this Article II shall be made by Declarant's recording a supplemental declaration describing the portion of the Property removed from this Declaration. From, and after, the date such supplemental declaration is so recorded, the portion of the Property so removed shall be free and clear of this Declaration, and of all the terms, covenants, and restrictions contained herein, including, without limitation, the liens and other provisions, in Article IV, provided that Declarant shall not remove portions of the Property which are totally surrounded on all boundaries by Property subject to this Declaration, and such removed Property shall not be entitled to use the Common Areas unless pursuant to a written agreement with the Declarant or the Association.

2.3 No Approval Needed: The exercise of Declarant's rights under **Section 2.2** is not subject to the approval of any Owner, and the requirements and limitations set forth in Section 12.9 for amendments to

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this Declaration shall be inapplicable to such action.

2.4 No Obligation to Develop. Nothing herein shall require Declarant to continue with the development of unimproved sections of the property, whether currently subject to a Plat, or not, or to install any improvements such as roads or utilities in the residential sections of the Property where such improvements do not currently exist.

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ARTICLE III
MEMBERSHIP, VOTING RIGHTS, AND THE ASSOCIATION

3.1 Association Membership: Every Owner of a Lot, which is subject to assessment, shall automatically become, and is subject to the requirements of this Declaration, must remain, an Association Member in good standing of the Association. There shall be one (1) Association Membership per Lot. Association Membership shall be appurtenant to any Lot, and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Members: Subject to the rights retained by Declarant under **Section 11.4**, including, but not limited to, the retention by Declarant of all voting rights, prior to the Turnover Date, voting rights of the Association Members shall be vested exclusively in the Voting Members. After the Turnover Date, one individual shall be designated as the Voting Member for each Lot. At that time, approved builders who have purchased one or more unimproved Lots shall be granted one vote, regardless of how many Lots they have purchased. The Voting Member, or his proxy, shall be the individual who shall be entitled to vote at meetings of the Owners. If the record of ownership of a Lot shall be in the name of more than one person, or if an Owner is a trustee, corporation, partnership, or other legal entity, then the Voting Member for the Lot shall be designated by such Owner, or Owners, in writing, to the Board and if in the case of multiple individual Owners, no designation is given, then the Board, at its election, may recognize any individual Owner of the Lot of its choosing as the Voting Member for such Lot.

3.3 Association: The Association has been, or will be, incorporated as an Oklahoma not for profit corporation. The Association shall be the governing body for all of the Owners for the administration and operation of the Common Areas, and the administration of this Declaration. The Association shall have all rights, privileges, and authority reasonably implied from the existence of any right, privilege, or authority granted to it in this Declaration, or the Association Documents, or otherwise reasonably necessary to effectuate any such right, privilege, or authority.

3.4 Board: Subject to the rights retained by the Declarant, pursuant to **Section 11.4**, the Board shall consist of three (3) natural persons as determined by the Association Documents, each of whom, after the Turnover Date, shall be an Owner or Voting Member. Except to the extent expressly provided in this Declaration, all of the rights, powers, and duties of the Association, and Association Members, including the Association Members' voting rights, shall be governed by the Association Documents. In the event of any conflict or inconsistency between the provisions of this Declaration and the provisions of the Association Documents, this Declaration shall control.

3.5 Liability Limitations: No Association Member, or director, partner, or officer of the Association, the Board, or Declarant shall be personally liable for debts contracted for, or otherwise incurred, by the Association or for any tort committed by, or on behalf of, the Association, or for a tort of another Association Member, whether such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Board, the Association, their directors, partners, officers, agents, or employees shall be liable for any damages, whether direct, incidental, of consequential for failure to inspect any premise, Improvements, or portions thereof, or for failure to repair, or maintain the same. Declarant, the Association or any other person, firm, or corporation, liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental, or consequential damages occasioned by any act, or

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omission, in the repair, or maintenance of any premise, Improvements, or portions thereof, including and without limitation, any negligent act, or omission of Declarant, the Association or their agents, employees, or contractors.

3.6 Security Services: NEITHER THE ASSOCIATION, THE BOARD, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY, OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER OF ANY LOT, AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT, ARE NOT INSURERS, AND EACH OWNER OF ANY LOT OR TRACT, AND EACH TENANT, GUEST, AND INVITEE OF ANY OWNER, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS, OR WARRANTIES, NOR HAS ANY OWNER, RESIDENT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS, FOR ANY PARTICULAR PURPOSE, RELATIVE TO SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

3.7 Rules and Regulations: The use and enjoyment of the Dwelling Exteriors, and Common Areas, shall at all times, be subject to reasonable rules and regulations (the "**Rules and Regulations**"), duly adopted by the Board. The Rules and Regulations may include provisions governing the construction activities in, and access to and from the Property by builders and contractors. Copies of the Rules and Regulations shall be furnished, by the Association, to all Owners upon written request. The Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, contractors, invitees, servants, and agents.

3.8 Managing Agent: The Association may employ a managing agent to assist the Board in administering the affairs of the Association. The Association may enter into a management agreement with Declarant, or an affiliate of Declarant.

3.9 Right to Enforce Maintenance and Repair of Dwellings: If in the sole judgment of the Board (a) an Owner has failed to maintain the Owner's Dwelling, and/or Dwelling Exterior, in good condition and repair, or the appearance of portions of the Owner's Dwelling, and/or Dwelling Exterior, are not of the character and quality of that of other Dwellings and Dwelling Exteriors in the Property, or in compliance with the Rules and Regulations, or (b) the Owner has failed to keep the Dwelling Exterior free of debris, then without limiting any rights or remedies of the Board, hereunder, or at law, the Association, its agents, employees, and contractors shall have the right to enter upon the Lot, (but not the interior of the Dwelling), and perform any maintenance or repair work which it deems necessary, or appropriate, and the cost thereof shall be a charge against the Owner and his Lot hereunder, and shall be payable by the Owner of the Lot to the Association upon demand. In the event that the Owner fails to make prompt payment of the charge upon demand, the charge shall be a continuing lien upon the Owner's Lot until such time as payment is made in full, and such lien shall be enforceable against the Owner and the Lot in the manner provided in **Section 4.7**.

3.10 Merger and Consolidation: Upon a merger or consolidation of the Association with another

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corporation organized for the same or similar purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may be added to the properties, rights, and obligations of the Association, as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, and restrictions established by this Declaration, together with the covenants, conditions, and restrictions applicable to the properties of the other association as one scheme. No merger or consolidation shall be permitted after the Turnover Date without the consent of Voting Members representing seventy-five percent (75%) of the total number of existing votes.

3.11 Dissolution: To the extent permissible under law, in the event of the dissolution of the Association, any Common Area owned by the Association may be conveyed by the Association to the Owners, as tenants in common.

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ARTICLE IV
COVENANTS AND LIENS FOR ASSESSMENTS

4.1 Assessments and Creation of the Lien and Personal Obligations of Assessments: The Declarant, for each Lot owned by it which is not expressly excluded herein from Assessments, and/or these liens, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant, and agree to (a) pay to the Association annual assessments, or charges, as hereinafter provided, (the "**Annual Assessments**"), (b) pay to the Association special assessments for capital improvements, such assessments to be established, and collected as hereinafter provided, (the "**Special Assessments**"), (c) pay to the Association individual or specific assessments against any particular Lot or Dwelling which are established pursuant to this Declaration, including, but not limited to, fines as may be imposed against such Lot or Dwelling in accordance with Article XII hereof, and (d) pay to the Club Owner, Membership Fees, as hereinafter defined, which may be established and collected as provided in this Article IV or pursuant to Article IX. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge, and continuing lien, upon each Lot against which each such Assessment is made. Each such Assessment, altogether with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. Any such assessments, together with late charges, interest on the unpaid balance at the default rate per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot or Dwelling, and his grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; provided that unless otherwise specifically provided by the Board or in this Declaration, the Annual Assessments, including Club Assessments, shall be paid in advance at the beginning of the fiscal year of the Association.

Notwithstanding anything to the contrary contained in Section 4.1, Declarant, and its successors or assigns, shall not be responsible for payment of Membership Fees, Association dues, Annual Assessments, Special Assessments, or any individual or specific assessment; and approved builders who purchase a Lot from Declarant for construction and resale shall not be responsible for payment of Association dues, Annual Assessments, or Special Assessments on the Lot purchased for a period of two (2) years from the date of purchase. Also, for purposes of this **Section 4.1**, the term Declarant shall mean Winter Creek Estates, LLC.

4.2 Purpose of Annual Assessments: Annual Assessments shall be made by the members of the Association, and shall be used for the purpose of promoting the enjoyment, and welfare of the Owners, and for the maintenance and improvement to the Common Areas and other portions of the Property, for which the Association has responsibilities, as provided in this Declaration, including, and without limitation, for the:

(a) maintenance and repair, (and replacement, as necessary, but excluding initial construction, unless authorized by this Declaration), of the Common Areas, waterways, other facilities, and operations, and all

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landscaped areas located within median strips, or other portions of any dedicated or private streets, or other rights-of-way, on or adjacent to the Property;

(b) the payment of ad valorem taxes, assessments, and similar charges, and premiums for hazard, and other insurance in connection with the Common Areas, and such other portions of the Property as the Board deems appropriate, and public liability and other insurance of the Association;

(c) payments of the cost of labor, utilities, water, lighting, walkways, equipment, (including the expense of leasing any equipment), and material required for, and management and supervision of, the Common Areas;

(d) compliance with governmental laws, rules, and regulations;

(e) carrying out the powers, and duties of the Board and the Association;

(f) payment for security services, if any, for the Property; and

(g) carrying out the purposes of the Association, as stated in the Association Documents.

4.3 Special Assessments for Capital Improvements: In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes entitled to be cast by the Association Members present, voting in person, or represented by valid proxy, at a meeting duly called for that purpose at which a quorum is present. Written notice of Special Assessments and due dates shall be sent to each owner.

4.4 Notice and Quorum for Any Action Authorized Under Sections 4.2 and 4.3: Written notice of any meeting, for the purpose of taking any action authorized under **Sections 4.2** or **4.3**, shall be sent to all Association Members not less than ten (10) days nor more than forty-five (45) days in advance of the meeting. At the first of each such meeting called, the presence of Association Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting. With respect to **Section 4.3**, in the event two-thirds (2/3) of the Association Members present do not assent at the time of the meeting to the proposed special assessment, Association Members not present may, within thirty (30) days thereafter, give assent, by delivery of written assent, to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

4.5 Uniform Rate of Assessment: Both Annual and Special Assessments must be fixed at a uniform rate, and may be collected on a monthly basis.

4.6 Date of Commencement of Annual Assessments; Due Dates: The first Annual Assessments shall commence, as to all Lots, on the date specified by the Board and shall continue thereafter from year to year. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of subsequent Annual Assessments against each Lot at least thirty (30) days in advance of each Annual Assessment period. The omission or failure of the Association to timely fix the Annual Assessments shall not be deemed a waiver or release of any Owner from the obligation to pay such Assessment when fixed. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates for the Annual Assessments shall be established

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by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

4.7 Effect of Nonpayment of Assessments: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the Default Rate of eighteen (18%) per annum, and Owners shall be liable for all costs and expenses incurred in collection, including attorneys' fees. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive, or otherwise escape liability, for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.8 Subordination of the Lien to Mortgages: The lien of the Assessments shall be subordinate to the lien of ad valorem taxes and any duly recorded first mortgage filed prior to the date of the recording of the lien created by the unpaid Assessments. Sale or transfer of any Lot shall not affect the lien for Assessments, except that a sale or transfer of any Lot pursuant to mortgage foreclosure, shall extinguish a subordinate lien for Assessments which became payable prior to that foreclosure. Any such delinquent Assessments shall continue to be the personal obligation of the Owner of the Lot foreclosed upon, notwithstanding the extinguishment of the lien securing such Assessments. No sale or transfer shall relieve the purchaser or transferee of a Lot, nor the Lot so foreclosed from liability from the Assessments thereafter becoming due, or from the lien thereof. Upon the sale or conveyance of any Lot, all unpaid Assessments against an Owner levied by the Board, shall first be paid out of the sale price paid by the purchaser, in preference over any other assessments or charges of whatever nature, except the following:

- Assessments, liens and charges in favor of the State of Oklahoma, and any political subdivision for past due and unpaid ad valorem taxes on the Lot; and

- Amounts due under any duly recorded first mortgage securing borrowed indebtedness to the extent that the Assessments are subordinated to such borrowed indebtedness.

- Exempt Property: All properties, dedicated and accepted, by a public authority, and all Common Areas shall be exempt from the Assessments.

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ARTICLE V
COMMON AREAS

5.1 Obligations of the Association and Declarant: Declarant shall convey title to the Common Areas to the Association on or before the Turnover Date. The Association shall be responsible for the maintenance, management, operation, and control of the Common Areas and all Improvements thereon, and shall keep the same in good, clean, and attractive condition, order, and repair. Notwithstanding anything provided herein, Declarant shall have no further obligation or liability under this **Section 5.1** from, and after, the conveyance of all the Common Areas to the Association.

5.2 Owners' Easements of Enjoyment: Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas, which shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any facility situated upon the Common Areas, or to restrict or regulate the access to, or use of, the Common Areas for safety, privacy, or other reasons deemed by the Board to be in the best interests of the Owners.

(b) The right of the Association to suspend the Voting rights and right to use of the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid;

(c) The right of the Association to sell or convey all, or any part of, the Common Areas, and to receive and use the net proceeds, if any, for the purposes provided in this Declaration, or for other purposes, provided any such sale or conveyance, and the use of the proceeds for other purposes, (if any), are approved by two-thirds (2/3) of the votes entitled to be cast by the Association Members present, voting in person, or represented by valid proxy, at a meeting duly called for the purpose at which a quorum is present written notice of which shall be given to all Association Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting;

(d) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Areas;

(e) The right of the Association to borrow money for the purpose of improving all, or any part, of the Common Areas, and to mortgage all or any part of the Common Areas;

(f) The right of the Association to grant utility easements or other easements across the Common Areas;

(g) The right of the Association to dedicate or transfer all, or any part of, the Common Areas to any public agency, authority, or utility, for such purposes, and subject to such conditions as may be desired by the Association;

(h) All of the other easements, covenants, and restrictions provided for in this Declaration and applicable to the Common Areas; and

(i) Declarant's rights under **Sections 6.7 and 6.8**, Article XI, and elsewhere in this Declaration.

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(j) Delegation of Use: Any Owner may delegate, in accordance with the Association Documents, and subject to the Rules and Regulations, his right of enjoyment to the Common Areas and facilities to the members of his family who reside at his dwelling, his tenants, or contract purchasers who reside on the Property.

(k) Damage by Owner: If, due to the act or omission of an Owner of a Dwelling, or of a household pet, or guest, or other authorized occupant, or invitee of the Owner of a Lot, damage shall be caused to the Common Areas, and maintenance, repair, or replacement shall be required thereby, then such Owner shall pay for such damage, and such maintenance, repairs, and replacements as may be determined by the Board.

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ARTICLE VI
UTILITIES AND EASEMENTS

6.1 Right to Grant Easements: Replatting: There is hereby reserved, for the benefit of Declarant, the Association, and their respective successors, and assigns, the alienable, transferable, and perpetual right, and easement, as well as, the power to grant, and accept, easements to and from Grady County, the City of Blanchard (to the extent that the Property or portions thereof may at some point be annexed thereto), or any other public authority, or agency, utility district, or public or private utility company, upon, over, under, and across the Common Areas, and those portions of all Lots, and tracts as are reasonably necessary for the purpose of installing, replacing, repairing maintaining, and using electrical, gas, telephone, water, and sewer lines, master television antenna and/or cable systems, security and similar systems, and facilities for the Property, or any portion thereof, as well as street lights, street signs, and traffic signs; provided, however that such easements shall not unreasonably affect the ability to develop or, market, or unreasonably affect the value of any Lot or Dwelling. Such easements may be granted, or accepted by Declarant until such time as Declarant delegates said authority to the Board, provided, however, prior to the Turnover Date, the Board must obtain the written consent of Declarant prior to granting, or accepting, any such easements. Declarant may plat, or replat, all, or any portion of, the Property in accordance with applicable law, any portion of the land in the Property, that it may own from time to time, thereby reconfiguring the Lots, Common Areas, or any portion thereof.

6.2 Easement for Fire and Police Protection: Declarant hereby grants to the State of Oklahoma, Grady County, the City of Blanchard, or such other governmental authority or agency, as shall, from time to time, have jurisdiction over the Property, or any portion thereof, with respect to law enforcement and fire protection, the perpetual, nonexclusive right, and easement upon, over and across all of the Common Areas, for purposes of performing such duties, and activities related to law enforcement, and for protection in the Property, as shall be required, or appropriate, from time to time, by such governmental authorities, under applicable law.

6.3 Right of Entry for the Association: The Association shall have the right, but not the obligation, to enter into any Dwelling Exterior portion of any Lot for any emergency, security, and/or safety reasons, and to inspect, for the purpose of ensuring compliance with this Declaration, the Association Documents, and the Rules and Regulations, whose rights may be exercised by the Board, its officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours, and after notice to the Owner. This right of entry shall include the right of the Association to enter a Dwelling Exterior portion of a Lot to cure any condition which may increase the possibility of a fire, or other hazard, in the event an Owner fails, or refuses to cure the condition within a reasonable time after request by the Association. For purposes of this paragraph, fourteen (14) days from the mailing of notice to the address listed on the County Assessor's website (or records if no website is available) shall be deemed to constitute a reasonable time for such notice before the taking of action by the Association.

6.4 Improvements in Utility Easements: Except as may be otherwise permitted by the Architectural Committee, no Owner shall erect, construct, or permit any obstructions, or permanent Improvements of any type, or kind, to exist within any easement area for public utilities which would restrict or adversely affect drainage, or the use of the easement for its intended purpose. Each Owner assumes full,

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complete, and exclusive liability, and responsibility, for all cost and expense related to damage, repair, relocation, and restoration of such Improvements. Except as to special street lighting, or other aerial facilities, which may be required by municipal authorities, or which may be required by the franchise of any utility company, or as provided in the Plat, no aerial utility facilities of any type, (except meters, risers, service pedestals, and other surface installations necessary to maintain or operate appropriate underground facilities), shall be erected, or installed in the Property, whether upon individual Lots, easements, streets, or rights-of-way of any type, either by the utility company, or any other person or entity, and all utility service facilities, (including, but not limited to water, sewer, gas, electricity, and telephone), shall be buried underground, unless otherwise requested by a public utility, with the approval of the Association. All utility meters, equipment, air-conditioning compressors and similar items must be visually screened in a manner satisfactory to the Architectural Committee.

6.5 Environmental Easement: There is hereby reserved for the benefit of Declarant, the Association, and their respective Agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all Lots and all unimproved portions of Dwellings for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, procedures from time to time promulgated or instituted by the Board of Directors or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and herbicides.

6.6 Club Property: Notwithstanding that this Declaration has been recorded against the legal description of the Club Property, the Club Property shall not be encumbered by this Declaration although it is intended to be benefitted hereby. Neither the Association nor any Owner shall have any right, title or interest whatsoever in the Club Property or in the operations conducted in the Club Property, including, but not limited to, equity rights, prescriptive easements, use rights to use the improvements, or the right to continued operation of any improvements located on the Club Property. Notwithstanding the foregoing, and subject to provisions of Sections 4.1 and 9.5, every Owner of a Lot or Dwelling shall be required to be a member of the Club, and such Owner shall be subject to the same membership requirements, fees and dues structures and such other rules and regulations as are applicable to other Association Members in accordance with the Club Plan. The fees and dues charged under the Club Plan are separate and apart from the Assessments.

6.7 Wells and Effluent: There is hereby reserved for the benefit of Declarant and its affiliates, agents, employees, successors, and assigns, an alienable, transferable. and perpetual right and easement (i) to pump water from lakes, ponds, basins, water dependent structures, and other bodies of water located within the Development for any purpose deemed appropriate by the Declarant, (ii) to drill, install, locate, maintain, and use wells, pumping stations, water towers, siltation basins and tanks, and related water and sewer treatment facilities and systems within the Common Areas and lands within the Property, or (iii) to spray or locate any treated sewage effluent within the Common Areas, or upon any Lot or upon unimproved portions of any Dwelling.

6.8 Water Wells; Surface Water: No Owner shall erect any water wells on his Lot. Declarant, and its successors, and assigns, shall have the right to erect, or permit the erection of water wells, and water collecting lines, on the Property, and to grant easements for the purposes of construction, drilling, laying, maintaining, and operating water wells, and water collecting lines, to service those water wells, which water

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wells shall be used to serve the Common Areas, irrigate the Club Property, and for such other purposes as the owner of the water rights shall deem appropriate, and are considered as a part of the water collecting system for the Winter Creek Estates and the Golf Club. All water rights, surface water and runoff water from the Property shall belong to the Declarant or its assignee for the purpose of irrigation of the Club Property or any other purpose chosen by the owner of those water rights. Without the prior written consent of the Club Owner, no Owner shall change the natural flow of the surface water on Owner's Lot so as to either (i) direct water onto the Club Property, or (ii) to disturb the natural flow of water onto the Club Property.

6.9 Easement for Encroachment: The construction of any improvements adjacent to or encroaching upon any pond, lake or other body of water within the Development is prohibited within fifteen (15) feet of the shoreline unless otherwise permitted by the Declarant and the Board of Directors and approved by the Architectural Committee. In the event that by reason of the construction, repair, reconstruction, settlement, shifting, or incorrect conveyances of a Lot, any facilities servicing any such Lot, or any Improvements to the Common Areas shall encroach upon any part of any Lot, or the Common Areas, then, in any case, there shall be deemed to be an easement in favor of, and appurtenant to, such encroaching Improvement for the continuance, maintenance, repair, and replacement thereof, provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner. If such easement for any encroachment be created in favor of any Owner, if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner, or his agent, and provided further, this encroachment shall be limited to minor encroachments, not to exceed two and one-half feet (2.5'). The person who is responsible for the maintenance of any encroaching Improvement, for which an easement for continuance of such encroaching Improvement, and the person who is responsible for the maintenance of the real estate upon which such Improvement encroaches, shall not have the duty to maintain, repair, or replace any such encroaching Improvement, unless otherwise provided in this Declaration.

6.10 Club Property Utility Easements: There is hereby reserved for the benefit of the Club Property, easements for utility service lines, golf course irrigation lines, communication lines and electric lines as follows:

(a) Upon the completion of the improvements to the Club Property, a permanent nonexclusive utility easement shall be deemed created over each utility service line for the maintenance, repair, replacement, and reconstruction of the utility service lines constructed for the benefit of the Club Property. The Utility Easements shall extend five (5') feet on either side of each utility service line as actually constructed, or such additional land as reasonably necessary to allow for the maintenance, repair, replacement and reconstruction of each utility service lines constructed for the benefit of the Club Property.

(b) Upon completion of the golf course irrigation system, a nonexclusive Golf Course irrigation easement shall be deemed created over each Golf Course irrigation water, communication, and electric line located on the Property for the maintenance, repair, replacement, and reconstruction of the Golf Course irrigation water, communication and electric lines.

(c) Upon completion of the improvements to the Club Property, Declarant, its successors or assigns, may prepare a plat or survey indicating the location and existence of the easements reserved herein

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and create and record specific easements, consistent with the terms hereof, for all or any portion of the improvements.

6.11 Club Access: The Declarant hereby reserves the right to grant perpetual access easements to the Club Owner and Club Users over portions of the Common Areas for pedestrian and vehicular access for the benefit of the Club Property.

6.12 Golf Cart Paths: There is hereby reserved for the benefit of the Club Property, a nonexclusive easement for the purpose of construction, maintenance, repair, and replacement of golf cart paths over and across portions of the Common Areas as designated on Plats to provide ingress and egress by and between portions of the Club Property. The Club Owner shall maintain the easements reserved herein in a safe and orderly manner. Further, the Club Owner shall have the right to install, replace, maintain and repair directional and safety signage within the golf cart path easements, as deemed reasonably necessary.

6.13 Golf Cart and Maintenance Vehicle Easement: There is hereby reserved for the benefit of the Club Property, a nonexclusive easement to Club Users to operate golf carts, operate machinery, equipment and maintenance vehicles as are reasonably necessary in connection with the operation and maintenance of the Club Property over and across all easements reserved in this Article VI for roads, streets, and rights-of-way.

6.14 Golf Course Play Easement: There is hereby reserved to the Club Users, a nonexclusive easement over and across the Common Areas, Lots and certain unimproved portions of Dwellings for the following purposes:

(a) Retrieval of golf balls, including the right to enter on any Lot or certain unimproved portions of Dwellings for that purpose, provided that the person retrieving the golf ball shall do so in a reasonable manner and will repair any damage caused by such entry.

(b) Flight of golf balls over, across and upon the Common Areas and Lots.

(c) Doing of every act necessary and incident to the playing of golf and other recreational activities on the Club Property, including, but not limited to, the operation of lighting facilities for operation of swimming, driving range, and golf practice facilities during hours of darkness, and the creation of usual and common noise levels associated with such recreational activities.

(d) Creation of noise related to the normal maintenance and operation of the Club Property, including, but not limited to, the operation of mowing and spraying equipment. Such noise may occur from early morning until late evening.

(e) An easement for the overspray of herbicides, fungicides, pesticides, fertilizers and water over portions of the Common Property and Lots located adjacent to the Club Property.

The easements reserved in this **Section 6.14** over certain unimproved portions of Lots are limited to portions of the unimproved areas of Lots situated outside of any fenced area but in no event shall extend more than twenty-five (25') feet from the Club Property.

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ARTICLE VII
ARCHITECTURAL COMMITTEE

PRIOR TO ACQUIRING ANY INTEREST IN A LOT OR HOME, EACH PROSPECTIVE PURCHASER, TRANSFEREE, MORTGAGEE, AND OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL COMMITTEE TO OBTAIN, AND REVIEW THE MOST RECENT DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION, AND USE OF THE LOT. THE DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS, IN ADDITION TO THOSE EXPRESSLY SET FORTH, OR REFERRED TO IN THIS DECLARATION, AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN THOSE SPECIFIC STANDARDS, REQUIREMENTS, OR LIMITATIONS SET FORTH, OR REFERRED TO IN THIS DECLARATION.

7.1 Architectural Plan Review Required: No Dwelling, or other Improvement shall be erected, placed, or altered, (including, but not limited to, changes to exterior colors or materials, constituting the Improvements), on any Lot until the building plans, and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, and all other items required by this Article VII, have been approved in writing, by the Architectural Committee pursuant to this Article VII. An Owner may, however, make interior improvements, and alterations, within his Dwelling that do not affect the exterior appearance of the Dwelling, without the necessity of approval or review by the Architectural Committee.

7.2 Architectural Committee: Subject to the rights retained by Declarant under **Section 11.4**, the Board shall establish the Architectural Committee which shall consist of a representative of the Declarant, one (1) representative with experience in residential design or construction appointed by the Declarant and two (2) additional representatives as appointed by the Declarant, who need not be members of the Association, Owners, or Voting Members. The term of office for each member shall be as set forth in the Association Documents, or as established by resolutions of the Board. Any member appointed by the Board may be removed, with or without cause, by the Board, at any time, by written notice to such appointee, and a successor, or successors, appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Committee shall have the right, and power to, and, to the extent possible, shall retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise, and assist the Architectural Committee in performing its functions, and to supplement the expertise, if any, represented by the professionals which may serve on the Architectural Committee. Any such fees shall be reimbursable from Assessments hereunder, but to the extent possible, shall be paid out of review fees collected under **Section 7.4**. The Board shall be authorized to pay any members of the Architectural Committee who are not Owners, or Voting Members, and /or any consulting professionals hired by the Architectural Committee, fees in such amounts as the Board deems appropriate from time to time. The Architectural Committee shall be a committee of the Board, with powers of the Board provided for in this Declaration, the Association Documents, or as granted in resolutions of the Board.

7.3 Plan Submission and Approval Process: In General: The following is a general outline of the steps, and required information involved in the review and approval of Plans for new Dwelling construction.

(a) Submit, to the Architectural Committee, conceptual sketches of the exterior elevations and floor plans, and a site plan:

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(b) Submit, to the Architectural Committee, preliminary architectural design plans, which shall include, but not be limited to, plot plan with the survey, roof plan, floor plans, all exterior elevations, and proposed exterior materials:

(c) Submit, to the Architectural Committee, landscape design plans, which shall include, but shall not be limited to: site plans, showing building, building line setbacks, and existing vegetation to be removed, and to be preserved, location of proposed sidewalks, drives, and other site improvements, location size, type, and quantity of plant materials; grading plans; and additional elevations, details, and sketches to complete description of proposed site Improvements. Each Owner acknowledges that he will be responsible, at his sole cost and expense, for construction of a sidewalk on his Lot as required by these covenants and the Architectural Committee.

(d) Submit, to the Architectural Committee, final architectural design plans which shall include, but not be limited to: site plans and roof plans indicating, without limitation, sidewalks, driveways, and other exterior flatwork, with color samples for all exterior colors, lot coverage, floor plans, complete elevations; building Sections, and other drawings, as required by the Architectural Committee, and samples of colors, and specifications that will positively identify material, color, and texture. The Architectural Committee is authorized to request the submission of samples of proposed construction materials for approval:

(e) Submit, to the County, plans and specifications to the degree required by the County.

(f) Submit, to the Architectural Committee, a copy of the building permit.

(g) The Architectural Committee shall maintain a list of builders that are approved to construct Dwellings within the Property. Should an Owner desire to construct a Dwelling, that Owner shall be required to use a builder so approved.

7.4 The Architectural Committee may waive any of the requirements, in writing, and require other or additional steps, to plan submission and approval process, and may promulgate special abbreviated submission requirements with respect to any remodeling or construction work.

(a) Informal Review: The Architectural Committee is authorized and empowered to, and shall consider, review, and comment on, conceptual sketches and preliminary architectural design plans on an informal basis to assist Owners, developers, homebuilders, and prospective purchasers of the Lots, in complying with this Declaration, and to assist in the completion of any feasibility studies undertaken by such persons or entities. The Architectural Committee shall have the right, however, to prescribe reasonable limitations concerning the time, effort, and expense likely to be involved in handling such matters on an informal basis.

(b) Approval of Preliminary Plans: If the preliminary plans described in **Section 7.4(a)** above are approved by the Architectural Committee, the Owner, or the Owner's designated representative, will be so advised, by letter, containing a statement and explanation of items found not to comply with this Declaration and the Design Guidelines. Comments on, and approvals of, preliminary plans shall be binding upon the Architectural Committee, provided that conforming final plans and specifications are submitted within sixty (60) days of such preliminary comments or approvals.

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(c) Landscape Plans: Landscape design plans described in **Section 7.3(c)** above, shall be submitted to the Architectural Committee prior to, or with, the final architectural design plans.

(d) Approval of Final Plans: At such time as the final architectural design plans described in **Section 7.2(d)** above meet the approval to the Architectural Committee, one (1) complete set of plans, specifications, and surveys will be retained by the Architectural Committee, and the other complete set will be marked "Approved" and returned to the Lot Owner, or his designated representative. If found not to be in compliance with this Declaration, and Design Guidelines, one (1) set of such plans shall be returned marked "Disapproved", accompanied by a reasonable statement and explanation of items found not to comply with this Declaration, and the Design Guidelines. Any modification or change to the approved set of plans must again be submitted to the Architectural Committee for its inspection and approval. The Architectural Committee's approval or disapproval, as required herein, shall be in writing. If the Architectural Committee fails to approve or disapprove final architectural design plans within four (4) weeks after the actual date on which the final submission is received, then Architectural Committee disapproval shall be presumed.

7.5 Basis of Approval: Approval of the Plans shall be based, among other things, on general adequacy of Lot dimensions, conformity to, and harmony of the exterior design, and of location with neighboring structures, relation of finished grades, and elevations to neighboring Lots and the adjacent Golf Course, the impact, if any, of the work, design, or construction of Improvements, or any Common Areas, and the Golf Course, and the conformity to both the specific and general intent of the restrictions, covenants, development standards, and other provisions in this Declaration.

7.6 Design Guidelines: The Architectural Committee, will upon request, and to the extent then available, provide the applicant with Design Guidelines that describe certain recommended design practices and issues that are of special concern to the Architectural Committee. The guidelines are intended only to assist the applicant in preparing the Plans for review by the Architectural Committee, and are subject to change at any time, by the Architectural Committee. EACH PROSPECTIVE PURCHASER AND OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL COMMITTEE TO OBTAIN, AND REVIEW, THE MOST RECENT DESIGN GUIDELINES. THE DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS, IN ADDITION TO THOSE EXPRESSLY SET FORTH, OR REFERRED TO IN THIS DECLARATION, AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN ANY SPECIFIC STANDARD, REQUIREMENT, OR LIMITATION SET FORTH, OR REFERRED TO IN THIS DECLARATION.

7.7 Limitation of Liability: The Architectural Committee shall not be liable for cost, expense, or damages, or otherwise, to anyone submitting Plans for approval, or to any Owner, by reason of any decision, or mistake of judgment, disapproval, or for failure to approve, or disapprove any Plans.

7.8 Commencement of Construction: If work on an Improvement is not significantly commenced within nine (9) months from the date the Architectural Committee approves the Plans for such work, then such approval shall be deemed revoked by the Architectural Committee, unless the Architectural Committee extends the time for commencing work, in writing, at its discretion. All work covered by such approval, (including, but not limited to, landscaping, and construction of sidewalks), is required to be constructed by Owner, at Owner's sole cost and expense, and shall be complete within twelve (12) months of commencement thereof, except for such period of time as such completion is rendered impossible, or would result in great

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hardship due to strike, fires, national emergencies, critical materials shortage, or other intervening forces beyond the control of the Owner, lessee, licensee, or resident, or his agent, unless the Architectural Committee extends the time for completion, in writing, at its discretion. For the purposes of Declaration, work on an Improvement shall be deemed to "commenced" when the Improvement site has been graded, and, in the case of buildings, when footings, or foundations have been poured, or otherwise installed. All construction areas must be maintained neatly, with no excess materials lying about, furthermore the street area should be free of dirt and mud. Noncompliance of a clean building site may result in a monetary penalty to the builder.

7.9 Compliance with Plans: After approval by the Architectural Committee of the Plans for an Improvement, such Improvement shall be constructed, erected, colored, maintained, altered, or enlarged strictly in accordance with the approved Plans. No construction or use that is inconsistent with, in addition to, or different from, the approved Plans shall be commenced or permitted until Plans reflecting such changes or additions have been submitted to, and approved by, the Architectural Committee in accordance with this article.

7.10 Enforcement: Following approval of any Plans by the Architectural Committee, representatives of the Architectural Committee shall have the right, during reasonable hours, to enter upon, and inspect any Lot, Dwelling, or other Improvement which is being constructed, to determine whether or not the Plans thereof have been approved, and are being complied with. In the event the Architectural Committee shall determine that such Plans have not been approved, or are not being complied with, or that construction has commenced without prior approval from the Architectural Committee, the Architectural Committee shall be entitled to recommend to the Board, and the Board may, (on its own motion, with or without the recommendation of the Architectural Committee), take any of the following actions:

(a) Require the Owner to remove the construction, addition, alteration, or Improvement, and restore the Lot, Dwelling, or Dwelling Exterior to its condition prior to any such work, or to require the Owner to construct any Improvement required by the Plans, all at the Owner's expense, and if the Owner fails or refuses to comply with any such requirement, the Association shall have the right and power to seek appropriate injunctive relief, and all other remedies, at law, or equity from, a court of competent jurisdiction; or

(b) If the Owner refuses or fails to properly perform the work required under **Section 7.10(a)**, the Board may cause such work to be done, and may charge the Owner for the cost thereof, as determined by the Board, which charge, until paid, shall be a continuing lien upon the Owner's Lot; or

(c) Permit the Architectural Committee to ratify the action taken by the Owner, and the Architectural Committee may, (but shall not be required to), condition such ratification upon the same conditions which the Architectural Committee may impose, at its discretion, upon giving of its prior consent under this article.

7.11 Variance: The Architectural Committee may authorize, in writing, variances from compliance with any of the Design Guidelines, or the provision of Article VIII when circumstances such as topography, obstructions, hardship, or aesthetic, environmental, or other considerations require, but only in accordance with specific conditions imposed by the Architectural Committee. No variance shall be contrary to any specific restriction set forth in this Declaration, other than the provisions of Article VIII, nor stop the

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Architectural Committee from denying a variance in any other circumstance. For the purposes of the Section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance. This Section shall not be construed so as to confer on any Owner any entitlement to a Variance of waiver.

7.12 Appeal to the Board: Any action of the Architectural Committee may be appealed to the Board. The decision of the Board shall be final, conclusive, and binding upon the applicant and the Architectural Committee.

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ARTICLE VIII
DEVELOPMENT AND USE RESTRICTIONS

8.1 Single Family Residential Use Only: Each Dwelling, and Dwelling Exterior, shall be used only as a single-family residence, and no business activities, including home occupations shall be conducted unless approved in writing by the Association. For purposes of this restriction, a **"Single Family"** shall be defined as any number of persons related by blood, adoption, or marriage, living with not more than one (1) person who is not so related as a single household unit, or, alternatively, not more than two (2) persons who are not so related, living together as a single household unit. Household employees are not to be considered as part of the determination of either such household unit.

8.2 Single-Family Dwellings: No building or structure shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) detached single-family Dwelling, and such accessory structures as may be approved by the Architectural Committee. All pre-approved outbuildings or structures must be constructed of the same materials, contain the same quality and workmanship as the permanent residence. The Committee may permit a Dwelling and/or Dwelling exterior residence to be located on more than one (1) lot, however may impose specific requirements and conditions with respect to such permission, including but not limited to encroachments of easements or building lines.

8.3 Maintenance, Repair and Replacement of Dwelling and/or Exteriors: Except as otherwise specifically provided in the Declaration, each owner shall be responsible for the maintenance, repair and replacement of his Dwelling and Dwelling Exterior and shall at all times keep his Dwelling and Dwelling Exterior well maintained, in good condition and repair, free of debris in keeping with a first class residential development. With respect to a lot on which construction has not commenced, the owner shall at all times maintain the Lot in a neat and clean condition, and shall maintain his lawn and landscaping in a well maintained and sightly manner in keeping with a first class residential development. No trees with diameters of three inches (3) or more (except within foundation or within ten feet (10) of the perimeter of the foundation of a Dwelling) can be removed without the approval of the Architectural Committee. Without limiting the forgoing, each owner shall furnish such maintenance, repairs or replacements as are necessary from time to time to maintain the integrity of utility facilities located on the Owner's Lot.

8.4 Lease of Dwelling: Except as may be otherwise be permitted pursuant to the Rules and Regulation, no lease shall be for less than all of the Dwelling, and no Dwelling shall be leased or otherwise contracted to be let for less than a six (6) month period. Every lease shall be in writing, and shall expressly provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof, whether or not the lease specifically refers to this Declaration. No unimproved Lot may be leased by its Owner.

8.5 Minimum Lot Size. Setbacks and Yards:

(a) Minimum Lot size: No lot shall be lot-split, or re-subdivided without the prior express consent of the Architectural Committee, and the Association.

(b) Setbacks: No building, structure or fencing shall be erected or maintained nearer to a street,

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(public or private) than the building setback lines depicted to the side yard, except as specifically provided herein or in the design guidelines and the Architectural Committee.

(c) Side Yard:

1. Each Fairway Lot shall maintain clear side yard setbacks of not less than fifteen feet (15) in width.

2. Each Non-Fairway Lot shall maintain clear side yard setbacks of not less than five feet (5) in width on one side and not less than ten feet (10) on the opposite side yard.

(d) Yard Facing Golf Course:

1. Each Fairway Lot shall maintain a setback from the lot line abutting the Club Property of at least thirty-five feet (35);

2. Each Non-Fairway Lot shall maintain a clear rear yard depth setback of at Least twenty percent (20%) of the lot depth.

(e) Landscaping in setback areas: Subject to the written approval of the Architectural Committee landscaping may be located in the required side and rear yard setbacks.

8.6 Minimum Floor Area of Dwelling:

(a) Single Story: Each single story Dwelling on a Non-Fairway Lot shall have a minimum of 2000 square feet of finished heated living area. Each single story Dwelling on a Fairway Lot, Greens Lot or Lake Lot shall not exceed twenty-four feet (24) in height and shall have at least 2300 square feet of finished heated living area.

(b) Two-Story and Story and a half: All multi-level Dwellings must be approved by the Architectural Committee and must meet at the very least, these guidelines; on Non-Fairway Lots, if a Dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such Dwelling, then such Dwelling shall not exceed thirty-six feet (36) in height and shall have at least 1800 sq. feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,600 sq. feet of finished heated living area. On any Fairway Lot, Greens Lot or Lake Lot, if a Dwelling has two levels or stories immediately above or below each other measured vertically and all such levels or stories are above the finished exterior grade of such Dwelling, then such Dwelling shall not exceed thirty-six feet (36) height and shall have at least 2,200 sq. feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 3,000 square feet of finished heated living area.

(c) Computation of Living Area: The computation of living area shall not include any basement living or storage area or attic area used for storage. All living area measurements shall be horizontally at the top plate level to the face of the outside wall. Required living area must average at least seven feet six inches (7'6") in height.

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The Architectural Committee may waive, in particular instances, floor area requirements and height limitations set out in **Section 8.6**.

8.7 Garage: The location, design and facing of garage entryways shall comply with design guidelines and shall be subject to the approval of the Architectural Committee. Each Dwelling shall have a garage for at least two vehicles. Front facing garage door openings are strongly discouraged, but will be reviewed on a case by case issue and may be approved by the Architectural Committee.

8.8 Building Material Requirements:

(a) Exterior Walls: Exterior walls of any Dwelling erected on any lot shall be of at least seventy percent (70%) brick, stone or stucco; provided, however, that the area of all windows and doors located in exterior walls shall be excluded in the determination of the area of said exterior walls, and further provided that where a gable type roof, is constructed, 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 extended above the exterior room ceiling height may be constructed of wood material, and shall be excluded from the square foot area in the determination of the area of the exterior walls of said Dwelling.

(b) Roofing: The roof of the Dwelling erected on any lot shall be treated wood shingle, concrete tile, clay tile, slate, or a composition shingle equivalent or comparable to a 40 year Owen Corning shingle. The color of all said shingles shall be comparable to a "Weathered Wood" GAF Timberline shingle. Metal valleys and ridges will be standard. No solar panels or similar items shall be placed on any Dwelling without the written prior approval of the Architectural Committee. A minimum roof pitch of 10/12 is required.

(c) Chimneys: All chimneys above the roof shall be constructed of exposed brick or stone.

(d) Concrete: All concrete footings and stem walls, shall contain re-bar or wire re- enforcement. Concrete construction shall conform to traditional stress and durability guidelines.

(e) Windows: All windows will be constructed of vinyl or wood with thermopane glass. No metal windows will be allowed.

(f) Waiver: The Architectural Committee may in its sole discretion waive, in the particular instance, the building material requirements set out in **Section 8.8**.

8.9 Commercial Structures: No building or structure shall be placed, erected, or used for business, professional, trade or commercial purposes on any portion of any lot.

8.10 Pets: No animal of any kind shall be raised, bred, or kept in the Common Areas. Breeding of animals for the purpose of selling is not permitted. No exotic animals will be allowed. Domestic household pets including dogs, cats, and birds may be kept provided they are cared for and maintained inside the Dwelling. Pets will be required to be on leash outside of the Dwelling. There shall no more than two (2) domestic animals kept in any one dwelling. The Association may from time to time adopt rules and regulations governing the keeping of pets on or in Lots. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the applicable Lot upon one (1) month notice from the Association to the Owner of the Lot containing such pet, and the decision of the Association shall be final.

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8.11 Noxious activity:Drilling. No noxious or offensive trade, or activity shall be carried upon any Lot, nor shall any trash, or other refuse thrown, placed or dumped upon any vacant Lot, nor shall anything be done which constitutes an annoyance or nuisance to the neighborhood. No mining, boring or drilling for oil, gas, or other mineral whether or not related to the production of oil or gas shall be permitted on the Property, except as provided in **Section 6.5** hereof.

8.12 Approval Required: No building shall be permitted without the prior approval of the Association.

8.13 Signs Prohibited: The construction or maintenance of any signs or other Advertising structures on any lot is prohibited, except as follows:

(a) Signs advertising the sale or rental of a lot are permitted, provided they do not exceed the standard 2' x 3' in display surface area. Show homes will be allowed larger signage upon approval of the Architectural Committee.

(b) During the development period of the property, signs advertising the Subdivision or the initial offering of a lot may be located at the entrances to the property.

(c) Permanent signs identifying the subdivision, streets or directions may be located by Declarant and public entities within the Common areas.

(d) No garage or yard sales will be permitted.

8.14 Existing Building: No existing building, mobile home or prefabricated building of any sort may be moved onto or placed on any lot.

8.15 Temporary Structure: No trailer, mobile tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.

8.16 Vehicle Parking and Storage: Each Owner shall provide for parking of automobiles off streets and roads within the Development prior to occupancy of the Dwellings owned or maintained by such Owner. No vehicle of any kind shall be repaired or restored upon any lot, or within any portion of the Common Areas, except repairs performed within enclosed garages or emergency repairs to the extent necessary to enable movement of the vehicle to a proper repair facility. Parking of vehicles on the property shall be subject to the rules and regulations which may provide for the removal of any violating the rules and regulations. Without limiting the foregoing, unless expressly permitted by the Board, no boats, trucks, recreational vehicles, trailers, campers, or other vehicles shall be parked or stored on any portion of the property, (other than in a garage which is part of a Dwelling), for more than twenty-four hours (24) at a time. Each garage door shall be opened only for the purpose of driving a vehicle in or out of the garage or to deliver materials to, or remove personal property from the garage or Dwelling, and shall be closed at all other times. No Owner shall, except on a temporary basis, park on the streets or permit the Owner's guests to park thereon; provided, however, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot, Dwelling or the Common Area. The Declarant shall be entitled to build rental storage units and vehicle storage in an obscure area of the Property to serve Owners

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8.17 Unsightly Uses: No permanent exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any Lot, or on any structure thereon. Temporary collapsible or retractable clothes dryers or lines may be used provided they are collapsed or retracted when not in use and shall be located in the rear yard behind the Dwelling on Non-Fairway Lots. No trash receptacles may be viewable from the street.

8.18 Electric Meters: All electric meters erected on the Dwellings shall be in a discreet location not visible from the street. No electric meter will be allowed on the front of a Dwelling.

8.19 Antennas: No outside television or radio antenna shall be erected, installed or maintained on any Lot, or structures thereon, except that outside television or radio antennae not more than six (6) feet in height shall be permitted on the roof or chimney of a Dwelling. A lot owner may have one satellite dish provided it is confined to the rear yard behind the Dwelling and does not exceed two foot (2) in diameter, and is not readily visible from the front.

8.20 Mail Boxes: Postal mail boxes will be allowed to be erected on any Lot or along any street. The mail boxes must be enclosed in a brick or stone structure. The structure must display, on the street side, a 12x16 inch address block constructed on white casting with black numbers.

8.21 Water: The formation of a residential water company will be established. Meters, and lines to all Lots, will be established. Water shall be purchased from the Winter Creek Water Company, LLC. Owner's may be required to share in the cost of installation of any necessary infrastructure for providing water to their specific Lots and will be charged for the cost of meters and meter installation.

8.22 Lakes, Creeks and Fountains: The use of lakes, creeks and fountain areas Located on the Club Property are restricted and, are subject to the rules and regulations. No swimming, wading, or ice skating shall be permitted on any of said areas. Further lake usage and fishing guidelines will be contained in the Club Membership.

8.23 Septic System: Installation of the mechanical/chemical septic system (Clear Stream Waste water system), will be used throughout the development to ensure correct, efficient septic material handling and processing. No system requiring lateral lines will be permitted.

8.24 Propane Tank Usage: Buried propane tanks may be used. Any propane tank installation must meet the Architectural Committee requirements and meet any and all of Federal and State requirements before installation begins.

8.25 Approved Builders List: Builders that meet or exceed the Architectural requirements and guidelines set by the Architectural Committee will be considered for addition to an approved builder's list. All builders must be approved by the Architectural Committee with no exceptions. The Architectural Committee will make additions or deletions to the approved builder list as they deem reasonable.

8.26 Driveways: At homeowner's expense, all driveways must be paved with asphalt or concrete to the street. The required size will be a minimum of 16 feet wide with a 5-foot radius on each side with thickness as reasonably required by the Architectural Committee. The Architectural Committee will require prior approval on layout and materials. If a tinhorn is required, the Architectural Committee must approve the

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type and installation. Pillars on either side of the entrance to lots and or driveways must be approved by the Architectural Committee to ensure that visibility is available.

8.27 Sidewalks: The homeowner will provide and maintain a 4 foot wide side walk constructed of concrete across the street-side of a Lot. If a side walk shall fall into disrepair, it is the responsibility of the homeowner to replace the damaged section of sidewalk.

8.28 Front Yard: The front yard of each Lot shall be kept only as grass sod with a minimum of 300 square feet of landscaping per 1000 square feet of heated space, including trees, flowers and shrubs. At least two (2) trees with trunks at least 3 inches in diameter as measured by a tree caliper shall be located in a front yard facing on a street. Landscaping and type of sod must be approved by the Architectural Committee. 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.

8.29 Street Lighting: Street pole lighting and road signs should not be used. Instead discrete and quality embankment lighted and road signs at or near ground level are recommended.

8.30 _ Fences: Fences surrounding the Dwellings cannot restrict the view of the property. The Architectural Committee must approve all fence locations, height, designs and materials. No Lot Owner shall have any right to disturb any fence located on the Property except for a fence installed by that Lot Owner or a predecessor Owner of that Lot and, in particular, no party other than Declarant shall be entitled to make a cut or opening in any fence on the exterior of the Lot for the purpose of providing access to that Lot from the Club Property or any property not covered by the Declaration.

8.31 Access: All Owners, by accepting title to Lots, Dwellings, lands, or other improvements conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lots, Dwellings, lands, or other improvements and acknowledge and agree that their means of access and ingress and egress to their Lots and Dwellings shall be limited to roads, sidewalks, walkways and trails located within the Development by Declarant, provided that pedestrian and vehicular access for Owners, and their guests, and invitees to and from all Lots and Dwellings shall be provided at all times. Declarant shall have the right within its sole discretion without the additional consent of any Owners to from time to time relocate and change the direction, width and orientation of the above-referenced roads, sidewalks, walkways and trails located within the Development, provided, however, that such relocated roads, sidewalks, walkways and trails shall provide a convenient and adequate means of access to the Lots or Dwellings of Owners within the Development. There is reserved unto Declarant, its affiliates, successors and assigns, the right and privilege, but not the obligation to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development. Declarant reserves the right to restrict access over the roads on the Property to persons who are not Association Members.

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ARTICLE IX
THE GOLF CLUB AT WINTER CREEK ESTATES

9.1 Purpose. Declarant's plan for the Development is based upon Declarant's desire to establish a residential community with significant social and recreational components. In furtherance of this goal, Declarant has established the Club to operate and maintain the social and recreational facilities within the Development for the benefit of the Owners. By this Recreational Covenant, Declarant desires to provide for issuance of a Membership (as described below) in the Club for each Lot or Dwelling.

9.2 Binding Effect. All of the Property shall be held, sold, and conveyed subject to the covenants, conditions, and easements contained herein, which shall run with the title to all the Property. This Covenant shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of the Club Owner. The Association shall not have the right to make any amendments hereto that will impact the operation of the Club Property without first obtaining the written consent of the Club Owner. Notwithstanding, the Club Owner shall not be required to continue to operate the Club Property as a Golf Course if the Club Owner deems it impractical to continue to do so. In such event, the Club Owner, in consultation with the Association, shall be entitled to withdraw the Club Property from the covenants, conditions and easements contained in this Declaration.

9.3 Issuance of Memberships. Subject to **Section 4.1**, the Club Owner shall cause a membership (the "**Membership**") to be issued to all Owners entitling an Owner to the use and enjoyment of all the recreational facilities within the Club Property and in accordance with the Club Plan. Only one Membership shall be issued for each Lot or Dwelling. If more than one person holds title to a Lot or Dwelling, the Membership will be issued to a designated Owner. If one person or one entity holds title to more than one Lot or Dwelling, a single Membership will be issued to the person or entity.

9.4 No Ownership Interest. No Owner, by virtue of ownership of a Lot or Dwelling or by virtue of holding the Membership in the Club, acquires any ownership interest, beneficial interest, or other vested interest whatsoever in the Club or the Club Owner, but only the privilege of using and enjoying the Club's facilities in accordance with the Club Plan, as amended from time to time.

9.5 Membership Fees. Each Owner of a Lot or Dwelling, by accepting a deed to such Lot or Dwelling is deemed to covenant and agree to pay the membership fees and dues charged by Club Owner in accordance with the Club Plan and any other charges incurred by such Owner ("**Membership Fees**") in a timely manner. All such Membership Fees, together with interest (computed from its due date at a maximum rate of 18% per annum) and reasonable attorneys' fees and costs shall be the personal obligation of the Owner. Failure to timely pay Membership Fees shall result in the suspension of all Club privileges until Membership Fees are brought current. Declarant, as the Club Owner, may waive – but only in a writing signed by Declarant – all or a portion of Membership Fees for approved builders.

9.6 [Intentionally Omitted]

9.7 Acknowledgement and Waiver: Each owner, occupant, or other person acquiring any interest in the Property, is hereby deemed to acknowledge being aware that it can be expected that (a) maintenance activities on the Golf Course shall begin early in the morning and extend into the evening: (b) during certain

periods of the year the Club Property will be heavily fertilized; and (c) golf balls are not susceptible to being easily controlled, and accordingly may land, or strike beyond the Club Property boundaries. Neither Declarant nor any employee or agent of Declarant, nor the owner or operator of the Club Property, nor the Association shall be liable for personal injury or property damage caused by golf balls, and all Owners are hereby deemed to waive any and all claims arising out of said activities and assume all risks relating thereto.

9.8. Golf Course: No owner, nor public at large, shall have any right, by virtue of ownership of any Lot, whether or not contiguous to the Club Property, of access, entry, or other use of the Club Property, or clubhouse, which are private membership facilities except as specifically permitted by the Club Property owner or operator. While owners of lots contiguous to the Club Property shall have the right to quiet enjoyment of their property, there shall be no activity on any contiguous lots that unreasonably disturbs play or the enjoyment of the Club Property by members and guests thereof, including without limitation, undue noise, music, unsightly trash and debris, or any other noxious or offensive activity.

Ownership of a Lot shall not entitle an owner to the right of admission to any tournament or other special event at the Golf Course. Further, no Owner or Owner's guest shall enter the Golf Course property for the purpose of playing golf without first checking in through the Clubhouse and shall not play or allow their guests to play golf when the course is closed.

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ARTICLE X
INSURANCE, RESTORATION AND CONDEMNATION

10.1 Right to Purchase Insurance: The Association may purchase, carry and maintain and enforce various insurance coverages the board, in its reasonable discretion, determine to be necessary, reasonable, and prudent to protect the Association, and it's Board, agents, employees, members, and owners against claims, losses, expenses, or judgments brought against the Association as a result of the performance, or nonperformance, of its duties under this Declaration. The coverages provided by the Association shall be in such amounts, and with such deductibles, endorsements, and coverage's as shall be considered by the Board, in its sole discretion, to be good, responsible insurance practice for properties similar in construction, location, and use to this property.

10.2 Adequacy of Insurance: It shall be the responsibility of the individual owner or member to satisfy itself, himself, or herself from time to time, as to the adequacy, in terms of limits and coverage, of the insurance obtained by the Association, if any. The Association accepts no liability of any kind for the adequacy of the coverage with respect to meeting the individual's owner's needs. It shall be the duty of each owner to request to review the coverage provided by the Association, and to determine whether or not he needs additional coverage to satisfy his individual needs or responsibility.

10.3 Waiver of Right of Recovery: Each owner shall be responsible for obtaining insurance coverage for, and for the risk of injury, and physical loss, or damages of any kind, to his and his invitees' personal property, including, but not limited to, any personal property stored or located on the property, and with respect to his Dwelling. The Association, and each owner hereby waives and releases any and all claims which they may have against any owner, the Association, it's directors, and officers, Declarant, the managing agent, if any and their respective employees and agents, for damage to the lots, the Dwellings, the Dwelling exteriors, the common areas, or to any personal property located in the lots, the Dwellings, the Dwelling exteriors, or the common areas caused by fire, or other causality, to the extent that such damage is insurable by fire or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers of the insurer's rights to subrogation against any Owner, the Association, its directors, and officers, Declarant, the managing agent, if any, and their respective employees and agents.

10.4 Insurance Proceeds: The Association shall use the net proceeds of any casualty insurance to repair and replace any damage or destruction of property covered by the insurance, either to its original design and condition or, in the reasonable discretion of the Board, to a different design, condition or state. Net proceeds shall include, but not limited to, proceeds attributable to insurance carried by the Association for the benefit of other third parties. Any balance from the proceeds of such insurance paid to the Association, as required in this article, remaining after satisfactory completion of repair and replacement shall be retained by the association as part of the general reserve fund for repair and replacement of the common area. If the proceeds of insurance carried by the Association are insufficient to repair or replace any loss or damage covered or intended to be covered by that insurance, (including any deductible), the board may either levy a special assessment as provided for in **Section 4.3** to cover the deficiency, or otherwise provide funds to cover the deficiency in such manner as the Board shall determine.

10.5 Restoration of Dwellings: If any Dwelling shall be damaged or destroyed by fire or other hazards, then the owner of such Dwelling shall either, (a) rebuild such Dwelling as promptly and reasonably possible but, subject to delays for settlement and payment and payment of insurance, in any event beginning

within two (2) months and ending construction within eighteen months (18) from the date such damage or destruction occurred, (with the plans for such restoration being subject to the approval of the Architectural Committee if such plans differ in any material respect from the initially approved plans for the Dwelling), or (b) demolish and raze the damaged Dwelling, remove the slab, if any, fill in all excavations, plant grass and perform such other work as may be necessary to leave the area on which such damaged Dwelling was located in a clean, sightly and safe condition.

10.6 Condemnation: In the case of taking or condemnation by competent authority of any part of the Common Areas, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any capital reserve being held for such part of the Common Areas, shall, in the discretion of the Board, (a) be applied to pay any cost, expense or liability of the Association including anticipated costs, expenses or liabilities, or (b) be used to acquire additional property to be used and maintained as common areas under this Declaration, or (c) remain the property of the Association or (d) any combination of the above.

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ARTICLE XI
DECLARANT'S RESERVED RIGHTS

11.1 In General: In addition to any rights or powers reserved to Declarant, or granted to Declarant under the provisions of this Declaration, or the Association Documents, Declarant shall have the rights and powers set forth in this article. Anything, in this Declaration, or the Association documents to the contrary, notwithstanding, the provisions set forth in this article shall govern, if not sooner terminated as provided in this article shall terminate and be of no further force and effect from and after such time as Declarant is no longer vested with or controls title to any part of the Property.

11.2 Promotion of Winter Creek Estates: In connection with the promotion, sale or rental of any improvement upon the Property: (a) Declarant shall have the right and power, within its sole discretion, to construct such temporary, or permanent improvements, or to do such acts or other things in, on or advisable, including, without limitation, the right to construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations, and in such forms as Declarant may deem advisable; and (b) Declarant and its respective agents, prospective purchasers, and tenants, shall have the right of ingress, egress, and parking in and through, and the right to use, and enjoy the common areas at any and all reasonable times without fee or charge.

11.3 Construction on the Property: Declarant is hereby granted the right and power to make such improvements to the Property owned by it or controlled by the Association and improvements thereto, (including landscaping), as Declarant deems to be necessary or appropriate. Declarant and its respective agents and contractors shall have the right to ingress, egress, and parking on such property, and the right to store construction equipment and materials thereon without the payment of any fee or charge whatsoever.

11.4 Declarant: Control Of Association and Architectural Committee: The first and all subsequent Boards prior to the turnover date shall consist of chosen persons, from time-to-time designated by Declarant, which persons may, but need not, be Association Members. The first and all subsequent Architectural Committees prior to the turn over date shall consist of that person or persons, from time to time designated by Declarant. In exercising such designation rights, Declarant is not bound by the provisions of this declaration specifying the number of members that constitutes the Board or the Architectural Committee. Declarant's rights under this Section to designate the members of the Board and the Architectural Committee shall terminate on the first to occur of (a) such time as Declarant no longer holds or controls title to any part of the Property, (b) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (c) December 31, 2039. Prior to the Turnover Date, the voting members may elect that number of non-voting counselors to the Board or the Architectural Committee as Declarant may, in its sole discretion, permit. From and after the Turnover Date, the Board and the Architectural Committee shall be constructed and elected as provided in the Association Documents. Prior to the Turnover Date all of the voting rights of the owners shall be vested exclusively in Declarant and the Owners shall have no voting rights, and Declarant shall be the sole voting member.

11.5 Other Rights: Declarant shall have the right and power to execute all documents, and do all other acts and things affecting the property which Declarant determines are necessary or desirable in connection with the rights of Declarant under this Declaration.

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ARTICLE XII
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

12.1 Preventive Remedies: The Association, Declarant, or any Owner may proceed at law, or in equity to enforce the provisions of this Declaration. Additionally, the Association may establish rules which allow it to assess fines for wanton and willful disregard or violation of these covenants provided that the rules and regulations are clear with respect to the specific fines to be levied and the same are enforced in a non-discriminatory manner.

12.2 Enforcement: The restrictions herein set forth are covenants to run with the land and shall be binding upon Declarant, its successors, and assigns, Owners of any Lot and all parties claiming under them. The covenants contained in **Section 8.1** are established and shall inure to the benefit of the Association, the Board, Declarant, and all owners of residential lots within the subdivision. In the event of the violation of any of the covenants in this Declaration, the Association, the Board, Declarant, or any Owner, as to violations of the covenants contained in **Section 8.1** shall have the right to maintain any action at law or inequity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations. No provision of the covenants may be waived or abandoned or variance granted absent a writing signed by the Declarant or Association.

12.3 Enforcement Rights: The Association, or it's duly authorized agents shall have the rights, upon reasonable notice, at any time, and from time to time, following violation or breach of this Declaration (a) to enter upon the lot upon or as to which said violation or breach exists and summarily to abate and remove, at the expense of the owner thereof, any structure, object or condition that may be or exist there contrary to the intent and meaning of this Declaration (including, without limitation, the care and maintenance of landscaping and lawns, care and maintenance, removal of trash and debris, removal of dirt from streets resulting from construction activity and abatement of nuisances, removal or relocation of signs, (b) to remove from the common areas any improvements, parked cars, or other property located thereon, in violation of the terms of this Declaration and (c) to institute a proceeding at law or in equity against the person or persons who have violated, or attempted to violate any of the provisions of this Declaration, to enjoin or prevent them from doing so, to cause the violation to be remedied, and to recover damages for the violation. If, pursuant to this Section, the duly authorized agents of the Association enter upon any lot or Common Areas for the purpose of abating or removing any violation or breach of this Declaration, neither the person entering, nor the person directing the entry, shall be deemed liable for any manner of trespass for such action, and the Owner of such Lot, or the Owner creating or permitting such violation, shall promptly reimburse the Association for the cost thereof. Payment of such amount shall be secured by the Assessment lien provided for in this Declaration. The Association shall have the power to enforce any obligation in connection with membership in the Association by means of a levy or assessment which may become a lien upon the separately or commonly owned Lots, parcels or areas of defaulting Owners or members, which said lien may be foreclosed in any manner provided by law for the foreclosure of mortgages or deeds of trust, with or without a power of sale. In an action brought to enforce any lien authorized pursuant to the provisions of this section, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the court, which shall be taxed as costs in the action.

12.4 Cumulative Remedies: The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude any aggrieved person's right to any other remedy provided hereunder or at

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law, in equity, or under any statue.

12.5 Failure to Enforce Not a Waiver of Rights: No delay or failure on the part of any aggrieved person to invoke any available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by the person of, or an estoppel of that person to assert, any right available to him upon recurrence, or continuance of said violation, or the occurrence of a different violation, nor shall there be imposed upon Declarant, or the Association a duty to take any action to enforce this Declaration.

12.6 Assignment of Rights and Duties: Any and all of the rights, powers and reservations of Declarant herein contained, (including, without limitation, the benefits of any reserved easements), may be specifically assigned by Declarant to any person, (including, without limitation, the Association), and upon any such person consenting in writing to accept such assignment and assume such rights, powers, and duties, such person shall to the extent of such assignments have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein. No conveyance by Declarant of any part of the property, or any interest therein, shall be deemed to be, or construed as, an assignment of any right or power reserved herein, unless said right, power or reservation is specifically transferred or assigned by Declarant. The term Declarant as used herein, includes all such assignees who are specifically assigned such rights, powers, and reservations, and their successors and assigns. Any assignment or appointment made under this Section shall be recorded in the Office of the Grady County Clerk. From and after the date Declarant assigns to another person any of its obligations under this Declaration, Declarant shall be relieved of such obligations, and released from all liability for the performance or nonperformance.

12.7 Waiver: Neither Declarant, the Architectural Committee, the Board, the Association, or any member thereof, nor their successors or assigns, shall be liable for damages to any owner, lessee, licensee or resident or any other person by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction in the administration of the provisions of this Declaration, or any part thereof; from time to time, to recover any such damages, or to seek equitable relief on account for their enforcement, or nonenforcement of this Declaration.

12.8 Duration: This Declaration, and all provisions hereof, shall remain in full force and effect until December 31, 2039, and shall automatically be continued thereafter for a successive periods of ten (10) years each, unless terminated or amended as hereinafter provided.

12.9 Amendment:

(a) Special Amendment: This Declaration may be amended, unilaterally, by Declarant at any time, and from time to time (1) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith: (2) if such amendment is required by an institutional, or governmental lender, or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (3) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; (4) to correct errors and make clarifications or additions in this Declaration; or (5) to modify or add to the provisions of this Declaration to adequately cover situations and circumstances which Declarant believes, in its reasonable judgment, have not been adequately covered, and would not have a material and adverse effect on the

marketability of lots. In furtherance of the foregoing, a power coupled with an interest, is hereby reserved and granted to Declarant to make or consent to any such amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, other instrument affecting a lot, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to Declarant to make, execute, and record such amendments. The right and power to make such amendments hereunder shall terminate at such time as Declarant no longer holds or controls title to any portion of the property.

(b) In General: Subject to the provisions in **Section 12.9(a)**, the provisions of this Declaration may be amended, modified, enlarged, abolished, or otherwise changed in whole, or in part, by the affirmative vote of voting members representing at least three-fourths (3/4ths) of the total votes, or by an instrument executed by Owners of at least three-fourths (3/4ths) of the Lots; except that (1) the provisions of this paragraph may be amended only by an instrument executed by all of the Owners and the Club Owner, (2) Article II, Article Ill and Article XI, and any other provision relating to the rights of Declarant may be amended only with the written consent of Declarant, (3) the amendment, modification, change, or cancellation of the covenants contained in **Section 8.1** shall require the written concurrence of the Grady County Planning Commission, and a provision which grants easements or other rights to the Association may be amended only with the written consent of the Association. No amendment shall be effective until properly recorded. "Owners" shall be deemed to include mortgagees or other persons holding liens on any lot, and such mortgagees, and other lien holders, shall not be required to join in any amendment to this Declaration.

12.10 Severability: Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate, or effect any of the other restrictions of any part thereof, as set forth herein, which shall remain in full force and effect.

12.11 Gender and Grammar: The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, (or other entities), or individuals, male or female, shall in all cases be assumed, as though in each case fully expressed.

12.12 Titles: The titles of this Declaration of Articles, and Sections contained herein, are included for convenience only, and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

12.13 Cumulative Effect: Conflict: The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any supplemental declaration; provided, however, in the event of conflict between, or among, such covenants, restrictions, and provisions of any articles of incorporation, rules and regulations, policies or practice adopted or carried out pursuant thereto, those of any supplemental declaration shall be subject, and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

12.14 Use of the Words "Winter Creek Estates": No person shall use the words "Winter Creek Estates" or any derivate thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term Winter Creek Estates in printed or promotional matter where such term is used solely to specify that particular property that is located within the Winter Creek Estates and the Association shall be entitled to use the words "Winter Creek Estates" in its name.

12.15 Disclaimer of Warranty: EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DECLARANT MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING WINTER CREEK ESTATES, OR ANY IMPROVEMENT TO, OR IMPROVEMENTS OF WINTER CREEK ESTATES, THE CONDITIONS OF WINTER CREEK ESTATES, THE SUFFICIENCY OF UTILITIES, THE WORKMANSHIP, DESIGN, OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING AND WITHOUT LIMITATION, THE COMMON AREAS, AND INCLUDING AND WITHOUT LIMITATION, ANY EXPRESS OR PARTICULAR PURPOSE OF USE OF ANY WARRANTY OF QUALITY.

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Signature Page to Amended and Restated Declaration of
Covenants, Conditions and Restrictions
(Winter Creek)

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the date and year first above written.

WINTER CREEK ESTATES LLC, an
Oklahoma limited liability company

By: R. Stephen Carmack
Name: R. Stephen Carmack
Title: Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this 27th day of March, 2018, by R. Stephen Carmack, as Manager of **WINTER CREEK ESTATES LLC**, an Oklahoma limited liability company.

ROSEMARY BURRIS
Notary Public
State of Oklahoma
Commission # 09008716 Expires 10/19/21

[SEAL]

Rosemary Burris
Notary Public

My Commission Expires: 10/19/21
My Commission Number: 09008716

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Joinder By Owner of Club Property

Winter Creek Golf and Country Club, LLC, an Oklahoma limited liability company, executes this Joinder to acknowledge and consent to the execution and recording of this Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date and year first above written.

WINTER CREEK GOLF AND COUNTRY CLUB, LLC, an Oklahoma limited liability company

By: R Stephen Carmack
Name: R. Stephen Carmack
Title: Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Acknowledged before me this 27th day of March, 2018, by R. Stephen Carmack, as Manager of **WINTER CREEK GOLF AND COUNTRY CLUB, LLC**, an Oklahoma limited liability company.

NOTARY PUBLIC SEAL
ROSEMARY BURRIS
Notary Public
State of Oklahoma
Commission # 09008716 Expires 10/19/21

[SEAL]

Rosemary Burris
Notary Public

My Commission Expires: 10/19/21
My Commission Number: 09008716

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TRACT 1

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE S 00°08'03" E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 515.08 FEET; THENCE S 89°51'57" W A DISTANCE OF 42.14 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET A LENGTH OF 97.58 FEET A CHORD BEARING OF S 22°46'13" W AND A CHORD LENGTH OF 97.37 FEET; THENCE S 29°20'53" W A DISTANCE OF 79.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET A LENGTH OF 124.85 FEET A CHORD BEARING OF S 37°45'49" W AND A CHORD LENGTH OF 124.40 FEET; THENCE N 62°34'47" W A DISTANCE OF 172.09 FEET; THENCE N 78°28'52" W A DISTANCE OF 148.39 FEET; THENCE N 81°01'26" W A DISTANCE OF 96.21 FEET; THENCE N 62°50'04" W A DISTANCE OF 49.43 FEET; THENCE N 78°22'58" W A DISTANCE OF 105.12 FEET; THENCE N 28°01'40" W A DISTANCE OF 60.02 FEET; THENCE N 89°47'11" W A DISTANCE OF 42.02 FEET; THENCE S 20°52'59" W A DISTANCE OF 78.26 FEET; THENCE S 52°26'09" W A DISTANCE OF 52.01 FEET; THENCE N 87°18'49" W A DISTANCE OF 12.48 FEET; THENCE N 30°37'07" W A DISTANCE OF 24.62 FEET; THENCE N 06°37'05" W A DISTANCE OF 31.71 FEET; THENCE N 88°29'05" W A DISTANCE OF 7.78 FEET; THENCE S 20°21'30" W A DISTANCE OF 35.35 FEET; THENCE S 55°57'03" W A DISTANCE OF 40.88 FEET; THENCE N 67°30'14" W A DISTANCE OF 60.75 FEET; THENCE N 40°33'45" W A DISTANCE OF 46.54 FEET; THENCE S 80°25'49" W A DISTANCE OF 35.41 FEET; THENCE N 63°06'07" W A DISTANCE OF 72.25 FEET; THENCE N 50°39'57" E A DISTANCE OF 55.14 FEET; THENCE N 81°27'46" E A DISTANCE OF 75.74 FEET; THENCE N 74°25'45" E A DISTANCE OF 166.88 FEET; THENCE N 17°42'50" W A DISTANCE OF 91.83 FEET; THENCE N 81°37'13" W A DISTANCE OF 80.90 FEET; THENCE N 67°53'03" W A DISTANCE OF 60.45 FEET; THENCE N 16°42'52" W A DISTANCE OF 18.19 FEET; THENCE N 69°21'11" E A DISTANCE OF 20.84 FEET; THENCE S 86°28'30" E A DISTANCE OF 75.78 FEET; THENCE N 80°37'16" E A DISTANCE OF 62.11 FEET; THENCE N 14°28'31" W A DISTANCE OF 14.35 FEET; THENCE N 42°22'13" W A DISTANCE OF 59.09 FEET; THENCE N 25°59'12" W A DISTANCE OF 19.72 FEET; THENCE N 02°09'50" E A DISTANCE OF 48.29 FEET; THENCE S 88°26'59" E A DISTANCE OF 18.88 FEET; THENCE S 25°50'38" E A DISTANCE OF 54.58 FEET; THENCE S 63°31'08" E A DISTANCE OF 30.78 FEET; THENCE S 39°13'02" E A DISTANCE OF 29.70 FEET; THENCE S 13°46'15" E A DISTANCE OF 67.79 FEET; THENCE S 31°53'37" E A DISTANCE OF 41.28 FEET; THENCE S 77°02'14" E A DISTANCE OF 30.91 FEET; THENCE S 01°43'12" W A DISTANCE OF 59.25 FEET; THENCE S 35°15'32" E A DISTANCE OF 25.40 FEET; THENCE N 82°37'39" E A DISTANCE OF 21.28 FEET; THENCE S 47°22'54" E A DISTANCE OF 44.81 FEET; THENCE S 64°53'57" E A DISTANCE OF 42.51 FEET; THENCE S 78°27'23" E A DISTANCE OF 33.84 FEET; THENCE N 60°42'28" E A DISTANCE OF 42.39 FEET; THENCE S 78°15'37" E A DISTANCE OF 102.25 FEET; THENCE S 76°37'44" E DISTANCE OF 107.99 FEET; THENCE N 87°44'19" E A DISTANCE OF 55.25 FEET; THENCE N 23°15'29" E A DISTANCE OF 90.05 FEET; THENCE N 82°09'23" E A DISTANCE OF 26.78 FEET; THENCE S 48°56'21" E A DISTANCE OF 24.73 FEET; THENCE S 20°07'22" E A DISTANCE OF 47.99 FEET; THENCE N 84°06'03" E A DISTANCE OF 87.93 FEET; THENCE N 86°02'19" E A DISTANCE OF 108.10 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 3.93 ACRES OF LAND MORE OR LESS.

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EXHIBIT A

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TRACT 2

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE S 00°15'26" E, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1056.12 FEET TO THE POINT OF BEGINNING; THENCE N 59°59'59" E A DISTANCE OF 605.38 FEET; THENCE N 90°00'00" E A DISTANCE OF 44.94 FEET; THENCE S 75°00'00" E A DISTANCE OF 750.00 FEET; THENCE S 60°00'00" E A DISTANCE OF 103.91 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET A LENGTH OF 148.61 FEET A CHORD BEARING OF S 30°43'28" W AND A CHORD LENGTH OF 147.64 FEET; THENCE S 19°22'18" W A DISTANCE OF 331.65 FEET; THENCE N 72°46'27" W A DISTANCE OF 357.85 FEET; THENCE S 87°03'15" W A DISTANCE OF 123.06 FEET; THENCE S 67°14'47" W A DISTANCE OF 275.49 FEET; THENCE S 33°24'19" W A DISTANCE OF 105.52 FEET; THENCE S 63°21'15" W A DISTANCE OF 44.88 FEET; THENCE S 82°40'48" W A DISTANCE OF 119.69 FEET; THENCE N 77°55'47" W A DISTANCE OF 69.55 FEET; THENCE S 70°13'57" W A DISTANCE OF 203.99 FEET; THENCE N 00°15'26" W, ALONG SAID WEST LINE, A DISTANCE OF 567.99 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 17.20 ACRES OF LAND MORE OR LESS.

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TRACT 3A

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE N 89°38'56" E, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 299.10 FEET; THENCE S 00°21'04" E A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE N 89°38'56" E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 157.59 FEET; THENCE S 00°21'04" E A DISTANCE OF 16.50 FEET; THENCE S 03°16'02" W A DISTANCE OF 86.56 FEET; THENCE S 63°00'15" E A DISTANCE OF 21.76 FEET; THENCE S 03°42'57" E A DISTANCE OF 46.20 FEET; THENCE S 33°32'40" W A DISTANCE OF 27.47 FEET; THENCE S 39°55'39" E A DISTANCE OF 31.13 FEET; THENCE S 04°10'15" W A DISTANCE OF 74.83 FEET; THENCE S 86°45'05" E A DISTANCE OF 63.61 FEET; THENCE S 48°08'46" E A DISTANCE OF 16.89 FEET; THENCE N 80°13'51" E A DISTANCE OF 106.32 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET A LENGTH OF 30.30 FEET A CHORD BEARING OF S 02°49'34" E AND A CHORD LENGTH OF 30.22 FEET; THENCE S 80°13'52" W A DISTANCE OF 50.55 FEET; THENCE S 14°45'46" W A DISTANCE OF 265.49 FEET; THENCE S 76°45'20" E A DISTANCE OF 81.93 FEET; THENCE S 17°02'05" E A DISTANCE OF 11.96 FEET; THENCE S 33°44'08" W A DISTANCE OF 86.64 FEET; THENCE N 81°03'49" W A DISTANCE OF 27.85 FEET; THENCE S 18°49'18" W A DISTANCE OF 62.88 FEET; THENCE S 23°02'14" E A DISTANCE OF 125.57 FEET; THENCE S 19°30'45" W A DISTANCE OF 67.03 FEET; THENCE S 04°08'29" E A DISTANCE OF 60.58 FEET; THENCE S 19°43'34" E A DISTANCE OF 116.91 FEET; THENCE S 36°08'52" E A DISTANCE OF 88.88 FEET; THENCE S 08°10'58" E A DISTANCE OF 56.84 FEET; THENCE S 02°01'15" E A DISTANCE OF 216.82 FEET; THENCE S 28°34'39" E A DISTANCE OF 58.70 FEET; THENCE S 06°24'32" W A DISTANCE OF 48.44 FEET; THENCE S 18°52'57" E A DISTANCE OF 30.33 FEET; THENCE S 39°34'18" E A DISTANCE OF 60.99 FEET; THENCE S 22°08'47" E A DISTANCE OF 60.99 FEET; THENCE S 34°35'42" E A DISTANCE OF 92.14 FEET; THENCE S 36°28'12" W A DISTANCE OF 46.04 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 88.34 FEET A CHORD BEARING OF S 83°42'24" W AND A CHORD LENGTH OF 88.07 FEET; THENCE S 75°55'08" W A DISTANCE OF 224.13 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 175.75 FEET A CHORD BEARING OF S 60°25'38" W AND A CHORD LENGTH OF 173.61 FEET; THENCE N 45°40'36" W A DISTANCE OF 274.78 FEET; THENCE S 22°25'45" W A DISTANCE OF 150.00 FEET; THENCE N 67°34'15" W A DISTANCE OF 140.00 FEET; THENCE S 22°25'45" W A DISTANCE OF 400.00 FEET; THENCE N 67°34'15" W A DISTANCE OF 120.00 FEET; THENCE S 77°25'45" W A DISTANCE OF 136.00 FEET; THENCE N 69°29'31" W A DISTANCE OF 380.76 FEET; THENCE S 23°58'07" W A DISTANCE OF 391.73 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET A LENGTH OF 140.91 FEET A CHORD BEARING OF N 80°48'05" W AND A CHORD LENGTH OF 140.26 FEET; THENCE S 89°42'03" W A DISTANCE OF 158.15 FEET; THENCE N 00°11'45" W A DISTANCE OF 370.66 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 65.76 FEET A CHORD BEARING OF N 05°59'33" W AND A CHORD LENGTH OF 65.65 FEET; THENCE N 74°15'28" E A DISTANCE OF 92.61 FEET; THENCE N 04°24'22" W A DISTANCE OF 385.04 FEET; THENCE N 70°37'42" W A DISTANCE OF 191.93 FEET; THENCE N 19°22'19" E A DISTANCE OF 293.88 FEET; THENCE N 89°39'03" E A DISTANCE OF 679.99 FEET; THENCE S 54°04'10" E A DISTANCE OF 592.36 FEET; THENCE S 77°56'41" E A DISTANCE OF 33.66 FEET; THENCE N 70°30'07" E A DISTANCE OF 26.02 FEET; THENCE S 81°20'52" E A DISTANCE OF 25.90 FEET; THENCE S 45°03'06" E A DISTANCE OF 55.55 FEET; THENCE S 83°45'30" E A DISTANCE OF 136.42 FEET; THENCE N 79°51'48" E A DISTANCE OF 54.26 FEET; THENCE N 34°51'51" E A DISTANCE OF 60.29 FEET; THENCE N

09°51'26" W A DISTANCE OF 557.36 FEET; THENCE N 06°53'05" E A DISTANCE OF 115.01 FEET; THENCE N 26°01'05" E A DISTANCE OF 133.70 FEET; THENCE N 78°12'16" W A DISTANCE OF 266.31 FEET; THENCE N 29°20'51" E A DISTANCE OF 22.95 FEET; THENCE S 78°12'16" E A DISTANCE OF 264.93 FEET; THENCE N 31°25'33" E A DISTANCE OF 110.00 FEET; THENCE N 11°47'45" E A DISTANCE OF 110.00 FEET; THENCE N 00°08'12" W A DISTANCE OF 332.23 FEET; THENCE N 08°03'44" E A DISTANCE OF 169.97 FEET; THENCE N 00°21'04" W A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 43.91 ACRES OF LAND MORE OR LESS.

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TRACT 3B

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE S 00°08'03" E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1740.65 FEET; THENCE N 89°51'57" E A DISTANCE OF 127.36 FEET TO THE POINT OF BEGINNING; THENCE S 45°40'36" E A DISTANCE OF 274.78 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 175.75 FEET A CHORD BEARING OF S 29°26'40" W AND A CHORD LENGTH OF 173.61 FEET; THENCE S 13°57'09" W A DISTANCE OF 216.80 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET A LENGTH OF 221.01 FEET A CHORD BEARING OF S 36°58'35" W AND A CHORD LENGTH OF 215.11 FEET; THENCE S 60°00'01" W A DISTANCE OF 304.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET A LENGTH OF 149.03 FEET A CHORD BEARING OF S 70°40'24" W AND A CHORD LENGTH OF 148.17 FEET; THENCE N 12°34'15" W A DISTANCE OF 500.00 FEET; THENCE N 77°25'45" E A DISTANCE OF 136.00 FEET; THENCE S 67°34'15" E A DISTANCE OF 120.00 FEET; THENCE N 22°25'45" E A DISTANCE OF 400.00 FEET; THENCE S 67°34'15" E A DISTANCE OF 140.00 FEET; THENCE N 22°25'45" E A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 8.28 ACRES OF LAND MORE OR LESS.



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TRACT 4

LEGAL DESCRIPTION: A TRACT OF LAND BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE N 89°41'38" E A DISTANCE OF 662.77 FEET; THENCE S 00°09'32" E A DISTANCE OF 1411.30 FEET; THENCE S 66°19'46" W A DISTANCE OF 300.29 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET A LENGTH OF 30.00 FEET A CHORD BEARING OF N 22°33'40" W AND A CHORD LENGTH OF 30.00 FEET; THENCE N 66°19'46" E A DISTANCE OF 173.53 FEET; THENCE N 12°22'44" W A DISTANCE OF 793.85 FEET; THENCE N 01°53'22" W A DISTANCE OF 385.00 FEET; THENCE N 47°37'50" W A DISTANCE OF 167.51 FEET; THENCE S 76°03'58" W A DISTANCE OF 777.28 FEET; THENCE N 84°04'04" W A DISTANCE OF 130.79 FEET; THENCE S 07°42'36" E A DISTANCE OF 48.48 FEET; THENCE S 24°59'50" W A DISTANCE OF 31.23 FEET; THENCE S 33°30'19" E A DISTANCE OF 26.93 FEET; THENCE S 11°16'57" E A DISTANCE OF 54.30 FEET; THENCE S 35°36'40" W A DISTANCE OF 21.69 FEET; THENCE S 43°58'55" E A DISTANCE OF 24.44 FEET; THENCE S 16°30'34" E A DISTANCE OF 18.49 FEET; THENCE N 86°31'13" W A DISTANCE OF 144.06 FEET; THENCE N 03°40'56" E A DISTANCE OF 24.99 FEET; THENCE N 26°22'14" E A DISTANCE OF 72.31 FEET; THENCE N 16°02'35" W A DISTANCE OF 70.77 FEET; THENCE N 00°03'02" E A DISTANCE OF 49.04 FEET; THENCE N 84°04'05" W A DISTANCE OF 513.33 FEET; THENCE N 19°00'01"W A DISTANCE OF 237.06 FEET; THENCE N 71°00'01" E A DISTANCE OF 207.66 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET A LENGTH OF 79.42 FEET A CHORD BEARING OF S 67°33'20" E AND A CHORD LENGTH OF 77.34 FEET; THENCE N 89°41'38" E A DISTANCE OF 388.25 FEET; THENCE N 01°37'25" W A DISTANCE OF 49.79 FEET; THENCE N 35°18'57" W A DISTANCE OF 38.61 FEET; THENCE N 02°02'35" E A DISTANCE OF 48.15 FEET; THENCE N 38°47'16" W A DISTANCE OF 94.58 FEET; THENCE N 00°09'59" W A DISTANCE OF 36.45 FEET; THENCE N 89°41'43" E A DISTANCE OF 50.00 FEET; THENCE S 17°52'49" E A DISTANCE OF 110.62 FEET; THENCE S 09°45'11" E A DISTANCE OF 54.06 FEET; THENCE S 39°54'41" E A DISTANCE OF 32.11 FEET; THENCE S 11°33'34" E A DISTANCE OF 57.58 FEET; THENCE N 89°41'38" E A DISTANCE OF 77.23 FEET; THENCE N 77°37'51" E A DISTANCE OF 48.12 FEET; THENCE N 46°28'13" E A DISTANCE OF 92.85 FEET; THENCE N 17°42'31" E A DISTANCE OF 58.33 FEET; THENCE N 01°47'24" E A DISTANCE OF 56.13 FEET; THENCE S 89°49'48" W A DISTANCE OF 50.00 FEET; THENCE N 65°06'53" W A DISTANCE OF 82.79 FEET; THENCE N 00°10'11" W A DISTANCE OF 19.42 FEET; THENCE N 89°41'35" E A DISTANCE OF 156.48 FEET; THENCE S 00°10'13" E A DISTANCE OF 44.03 FEET; THENCE S 08°02'33" E A DISTANCE OF 57.28 FEET; THENCE S 19°42'24" W A DISTANCE OF 32.25 FEET; THENCE S 24°25'35" E A DISTANCE OF 20.76 FEET; THENCE S 29°26'25" W A DISTANCE OF 103.61 FEET; THENCE N 89°41'38" E A DISTANCE OF 443.77 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 19.96 ACRES MORE OR LESS.

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TRACT 5

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE N 00°08'03" W A DISTANCE OF 16.50 FEET; THENCE N 89°39'15" E ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 839.77 FEET TO THE POINT OF BEGINNING; THENCE N 00°08'01" W A DISTANCE OF 117.17 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 57.51 FEET A CHORD BEARING OF N 45°54'31" E AND A CHORD LENGTH OF 54.39 FEET; THENCE S 49°47'04" E A DISTANCE OF 96.79 FEET; THENCE N 89°39'14" E A DISTANCE OF 150.00 FEET; THENCE N 33°52'55" E A DISTANCE OF 105.71 FEET; THENCE N 16°33'33" W A DISTANCE OF 78.78 FEET; THENCE N 44°53'57" W A DISTANCE OF 409.24 FEET; THENCE N 82°15'03" W A DISTANCE OF 834.32 FEET; THENCE N 00°08'03" W A DISTANCE OF 324.50 FEET; THENCE N 89°39'25" E A DISTANCE OF 49.96 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET A LENGTH OF 5.04 FEET A CHORD BEARING OF N 88°29'36" E AND A CHORD LENGTH OF 5.04 FEET; THENCE S 00°08'03" E A DISTANCE OF 195.11 FEET; THENCE N 84°40'21" E A DISTANCE OF 884.45 FEET; THENCE S 44°26'00" E A DISTANCE OF 260.25 FEET; THENCE N 37°50'58" E A DISTANCE OF 134.74 FEET; THENCE N 35°34'32" W A DISTANCE OF 555.16 FEET; THENCE N 04°02'13" W A DISTANCE OF 482.07 FEET; THENCE N 67°18'01" W A DISTANCE OF 216.06 FEET; THENCE S 21°44'04" W A DISTANCE OF 57.91 FEET; THENCE S 64°00'45" W A DISTANCE OF 65.45 FEET; THENCE N 34°19'57" W A DISTANCE OF 28.59 FEET; THENCE N 08°36'55" E A DISTANCE OF 36.72 FEET; THENCE N 33°14'53" E A DISTANCE OF 56.85 FEET; THENCE N 67°18'02" W A DISTANCE OF 356.13 FEET; THENCE S 49°50'21" W A DISTANCE OF 200.00 FEET; THENCE S 29°37'52" E A DISTANCE OF 209.57 FEET; THENCE S 10°10'32" E A DISTANCE OF 463.92 FEET; THENCE S 02°42'37" E A DISTANCE OF 141.80 FEET; THENCE S 83°45'53" W A DISTANCE OF 239.93 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET A LENGTH OF 7.71 FEET A CHORD BEARING OF S 86°42'33" W AND A CHORD LENGTH OF 7.71 FEET; THENCE S 89°39'23" W A DISTANCE OF 49.76 FEET; THENCE N 00°08'02" W A DISTANCE OF 80.42 FEET TO A POINT OF CURVATURE ; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET A LENGTH OF 323.75 FEET A CHORD BEARING OF N 20°44'41" W AND A CHORD LENGTH OF 316.81 FEET; THENCE N 47°18'19" E A DISTANCE OF 185.00 FEET; THENCE N 00°08'03" W A DISTANCE OF 156.54 FEET; THENCE N 76°17'25" W A DISTANCE OF 804.25 FEET; THENCE N 43°20'09" W A DISTANCE OF 858.69 FEET; THENCE N 00°11'57" W A DISTANCE OF 380.19 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET A LENGTH OF 33.91 FEET A CHORD BEARING OF S 62°30'29" E AND A CHORD LENGTH OF 33.87 FEET; THENCE S 00°11'44" E A DISTANCE OF 251.42 FEET; THENCE N 84°16'52" E A DISTANCE OF 179.65 FEET; THENCE N 87°35'09" E A DISTANCE OF 84.01 FEET; THENCE S 71°27'14" E A DISTANCE OF 52.20 FEET; THENCE S 36°21'25" E A DISTANCE OF 99.04 FEET; THENCE S 73°15'23" E A DISTANCE OF 61.47 FEET; THENCE S 34°35'52" E A DISTANCE OF 39.88 FEET; THENCE S 68°39'19" E A DISTANCE OF 89.27 FEET; THENCE S 51°35'54" E A DISTANCE OF 52.97 FEET; THENCE S 53°26'40" E A DISTANCE OF 62.75 FEET; THENCE S 87°02'16" E A DISTANCE OF 134.36 FEET; THENCE S 07°00'09" E A DISTANCE OF 58.12 FEET; THENCE S 42°39'56" E A DISTANCE OF 242.95 FEET; THENCE S 76°07'40" E A DISTANCE OF 42.79 FEET; THENCE N 66°10'39" E A DISTANCE OF 32.23 FEET; THENCE N 19°31'17" E A DISTANCE OF 69.00 FEET; THENCE N 47°25'35" E A DISTANCE OF 83.34 FEET; THENCE N 33°58'35" E A DISTANCE OF 72.68 FEET; THENCE N 73°57'21" E A DISTANCE OF 71.57 FEET; THENCE N 31°21'21" W A DISTANCE OF 101.18 FEET; THENCE N 65°31'58" W A DISTANCE OF 45.24 FEET; THENCE N 01°29'55" W A DISTANCE OF 162.97 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET A LENGTH OF 5.65 FEET A CHORD BEARING OF N 60°21'36" E AND A CHORD LENGTH OF 5.65 FEET; THENCE N

60°00'00" E A DISTANCE OF 226.07 FEET; THENCE S 38°23'04" E A DISTANCE OF 602.62 FEET; THENCE S 52°58'12" E A DISTANCE OF 174.80 FEET; THENCE S 83°10'27" E A DISTANCE OF 39.38 FEET; THENCE S 63°12'38" E A DISTANCE OF 111.44 FEET; THENCE S 33°56'14" E A DISTANCE OF 41.60 FEET; THENCE S 63°37'54" E A DISTANCE OF 108.73 FEET; THENCE N 70°30'02" E A DISTANCE OF 99.31 FEET; THENCE N 16°13'14" E A DISTANCE OF 47.99 FEET; THENCE N 24°24'03" W A DISTANCE OF 198.93 FEET; THENCE S 89°47'53" W A DISTANCE OF 62.43 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 13.14 FEET A CHORD BEARING OF N 21°49'38" W AND A CHORD LENGTH OF 13.10 FEET; THENCE N 29°21'29" W A DISTANCE OF 54.37 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET A LENGTH OF 81.57 FEET A CHORD BEARING OF N 42°42'40" W AND A CHORD LENGTH OF 80.83 FEET; THENCE N 26°48'00" E A DISTANCE OF 42.94 FEET; THENCE N 65°34'12" W A DISTANCE OF 50.03 FEET; THENCE N 34°14'57" W A DISTANCE OF 28.16 FEET; THENCE N 03°52'51" W A DISTANCE OF 105.23 FEET; THENCE N 14°45'25" E A DISTANCE OF 66.29 FEET; THENCE N 24°53'24" W A DISTANCE OF 578.08 FEET; THENCE N 73°48'16" W A DISTANCE OF 100.07 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET A LENGTH OF 282.21 FEET A CHORD BEARING OF N 46°31'11" E AND A CHORD LENGTH OF 269.99 FEET; THENCE N 75°55'08" E A DISTANCE OF 200.46 FEET; THENCE S 19°00'01" E A DISTANCE OF 140.70 FEET; THENCE S 46°51'44" E A DISTANCE OF 47.65 FEET; THENCE S 14°38'48" E A DISTANCE OF 74.00 FEET; THENCE S 01°05'08" E A DISTANCE OF 54.14 FEET; THENCE S 19°00'01" E A DISTANCE OF 290.15 FEET; THENCE S 24°26'53" E A DISTANCE OF 326.32 FEET; THENCE S 20°48'58" E A DISTANCE OF 769.79 FEET; THENCE S 86°28'10" E A DISTANCE OF 150.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET A LENGTH OF 30.00 FEET A CHORD BEARING OF S 02°23'21" W AND A CHORD LENGTH OF 30.00 FEET; THENCE N 86°28'09" W A DISTANCE OF 134.74 FEET; THENCE S 34°00'10" W A DISTANCE OF 140.72 FEET; THENCE S 68°19'32" E A DISTANCE OF 59.34 FEET; THENCE S 25°23'29" E A DISTANCE OF 102.50 FEET; THENCE S 06°16'05" E A DISTANCE OF 190.93 FEET; THENCE S 08°45'29" W A DISTANCE OF 77.49 FEET; THENCE S 65°47'44" E A DISTANCE OF 79.94 FEET; THENCE S 47°49'00" E A DISTANCE OF 273.38 FEET; THENCE S 69°26'58" E A DISTANCE OF 33.08 FEET; THENCE N 40°10'48" E A DISTANCE OF 208.98 FEET; THENCE N 60°47'34" E A DISTANCE OF 46.87 FEET; THENCE N 20°05'25" E A DISTANCE OF 58.62 FEET; THENCE N 86°34'54" E A DISTANCE OF 75.64 FEET; THENCE N 25°35'33" W A DISTANCE OF 186.83 FEET; THENCE N 26°18'34" E A DISTANCE OF 102.62 FEET; THENCE N 11°55'57" W A DISTANCE OF 38.29 FEET; THENCE N 73°50'26" W A DISTANCE OF 388.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET A LENGTH OF 153.97 FEET A CHORD BEARING OF N 01°30'07" E AND A CHORD LENGTH OF 152.73 FEET; THENCE S 84°23'32" E A DISTANCE OF 159.87 FEET; THENCE S 86°31'13" E A DISTANCE OF 185.57 FEET; THENCE N 53°00'49" E A DISTANCE OF 88.04 FEET; THENCE N 19°57'15" E A DISTANCE OF 48.95 FEET; THENCE N 07°49'36" W A DISTANCE OF 29.30 FEET; THENCE N 63°05'16" W A DISTANCE OF 31.54 FEET; THENCE N 00°01'50" W A DISTANCE OF 54.75 FEET; THENCE S 86°31'12" E A DISTANCE OF 148.57 FEET; THENCE S 35°33'19" E A DISTANCE OF 17.76 FEET; THENCE S 24°53'13" W A DISTANCE OF 84.28 FEET; THENCE S 16°47'11" E A DISTANCE OF 87.14 FEET; THENCE S 71°55'36" E A DISTANCE OF 199.47 FEET; THENCE S 08°22'49" W A DISTANCE OF 418.65 FEET; THENCE S 13°32'06" E A DISTANCE OF 133.63 FEET; THENCE N 76°27'54" E A DISTANCE OF 56.29 FEET; THENCE S 48°22'08" E A DISTANCE OF 11.19 FEET; THENCE N 67°55'14" E A DISTANCE OF 110.58 FEET; THENCE N 83°37'46" E A DISTANCE OF 60.41 FEET; THENCE S 56°19'19" E A DISTANCE OF 12.03 FEET; THENCE S 03°22'51" W A DISTANCE OF 22.37 FEET; THENCE S 40°38'01" W A DISTANCE OF 26.76 FEET; THENCE S 31°51'42" W A DISTANCE OF 29.48 FEET; THENCE S 55°09'13" E A DISTANCE OF 68.01 FEET; THENCE S 52°46'19" W A DISTANCE OF 42.53 FEET; THENCE N 81°34'45" W A DISTANCE OF 109.95 FEET; THENCE S 77°35'10" W A DISTANCE OF 57.55 FEET; THENCE S 35°40'30" E A DISTANCE OF 227.42 FEET; THENCE N 57°10'15" E A

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DISTANCE OF 482.69 FEET; THENCE N 66°19'46" E A DISTANCE OF 115.22 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1025.00 FEET A LENGTH OF 57.05 FEET A CHORD BEARING OF S 22°04'29" E AND A CHORD LENGTH OF 57.05 FEET; THENCE S 23°40'15" E A DISTANCE OF 155.21 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 725.00 FEET A LENGTH OF 41.67 FEET A CHORD BEARING OF S 22°01'29" E AND A CHORD LENGTH OF 41.67 FEET; THENCE S 58°32'20" W A DISTANCE OF 399.26 FEET; THENCE S 18°33'11" W A DISTANCE OF 166.46 FEET; THENCE S 16°37'44" E A DISTANCE OF 233.73 FEET; THENCE S 77°23'26" W A DISTANCE OF 168.89 FEET; THENCE S 22°30'39" W A DISTANCE OF 305.23 FEET; THENCE S 29°57'43" E A DISTANCE OF 197.99 FEET; THENCE S 89°39'13" W A DISTANCE OF 1645.62 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 104.93 ACRES OF LAND MORE OR LESS.

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TRACT 6

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE N 89°38'56" E A DISTANCE OF 721.46 FEET; THENCE S 00°21'04" E A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE N 89°38'56" E, ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 616.32 FEET; THENCE S 00°21'04" E A DISTANCE OF 16.50 FEET; THENCE S 21°59'09" E A DISTANCE OF 286.84 FEET; THENCE S 00°09'20" E A DISTANCE OF 1400.00 FEET; THENCE N 89°41'38" E A DISTANCE OF 180.00 FEET; THENCE S 00°09'20" E A DISTANCE OF 651.45 FEET; THENCE S 89°50'39" W A DISTANCE OF 15.00 FEET; THENCE S 00°09'20" E A DISTANCE OF 250.04 FEET; THENCE S 89°41'35" W A DISTANCE OF 32.78 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 58.90 FEET A CHORD BEARING OF N 56°33'35" W AND A CHORD LENGTH OF 55.55 FEET; THENCE N 22°48'47" W A DISTANCE OF 146.77 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET A LENGTH OF 150.42 FEET A CHORD BEARING OF N 65°54'21" W AND A CHORD LENGTH OF 136.64 FEET; THENCE N 71°00'03" E A DISTANCE OF 91.74 FEET; THENCE N 15°45'46" W A DISTANCE OF 592.39 FEET; THENCE S 76°38'26" W A DISTANCE OF 21.59 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 39.27 A CHORD BEARING OF N 80°51'43" W AND A CHORD LENGTH OF 38.27 FEET; THENCE N 58°21'44" W A DISTANCE OF 19.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET A LENGTH OF 75.15 FEET A CHORD BEARING OF N 87°04'10" W AND A CHORD LENGTH OF 72.05 FEET; THENCE S 64°13'29" W A DISTANCE OF 166.67 FEET; THENCE S 20°00'13" W A DISTANCE OF 25.37 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 51.45 FEET A CHORD BEARING OF N 56°35'52" W AND A CHORD LENGTH OF 51.40 FEET; THENCE N 20°00'10" E A DISTANCE OF 23.61 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET A LENGTH OF 9.89 FEET A CHORD BEARING OF N 18°28'16" E AND A CHORD LENGTH OF 9.89 FEET; THENCE N 64°13'28" E A DISTANCE OF 187.37 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET A LENGTH OF 94.03 FEET A CHORD BEARING OF N 85°46'25" E AND A CHORD LENGTH OF 91.82 FEET; THENCE N 12°51'01" W A DISTANCE OF 135.13 FEET; THENCE N 13°43'36" W A DISTANCE OF 600.31 FEET; THENCE N 13°56'47" W A DISTANCE OF 120.07 FEET; THENCE N 12°43'44" W A DISTANCE OF 116.44 FEET; THENCE N 10°42'12" W A DISTANCE OF 120.02 FEET; THENCE N 09°46'14" W A DISTANCE OF 364.97 FEET; THENCE S 80°13'50" W A DISTANCE OF 190.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET A LENGTH OF 39.27 FEET A CHORD BEARING OF N 05°13'46" E AND A CHORD LENGTH OF 38.82 FEET; THENCE N 20°13'45" E A DISTANCE OF 58.45 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 130.90 FEET A CHORD BEARING OF N 05°13'47" E AND A CHORD LENGTH OF 96.59 FEET; THENCE N 09°46'15" W A DISTANCE OF 95.65 FEET; THENCE N 00°21'04" W A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 22.73 ACRES OF LAND MORE OR LESS.

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TRACT 7

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY OKLAHOMA; THENCE N 00°08'03" W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" W, ALONG THE SOUTH RIGHT OF WAY LINE OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 5 WEST, A DISTANCE OF 1316.30 FEET; THENCE N 00°11'46" W A DISTANCE OF 3295.72 FEET; THENCE S 89°40'32" W A DISTANCE OF 1319.85 FEET; THENCE N 00°15'26" W A DISTANCE OF 359.84 FEET; THENCE N 70°13'57" E A DISTANCE OF 203.99 FEET; THENCE S 77°55'47" E A DISTANCE OF 69.55 FEET; THENCE N 82°40'48" E A DISTANCE OF 119.69 FEET; THENCE N 63°21'15" E A DISTANCE OF 44.88 FEET; THENCE N 33°24'19" E A DISTANCE OF 105.52 FEET; THENCE N 67°14'47" E A DISTANCE OF 275.49 FEET; THENCE N 87°03'17" E A DISTANCE OF 123.06 FEET; THENCE S 72°46'27" E A DISTANCE OF 357.85 FEET; THENCE N 19°22'18" E A DISTANCE OF 331.65 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 375 FEET AND LENGTH OF 148.61 FEET A CHORD BEARING OF N 30°43'29" E AND A CHORD LENGTH OF 147.64 FEET; THENCE N 59°59'59" W A DISTANCE OF 103.91 FEET; THENCE N 75°00'00" W A DISTANCE OF 750.00 FEET; THENCE N 90°00'00" W A DISTANCE OF 44.94 FEET; THENCE S 59°59'59" W A DISTANCE OF 605.38 FEET; THENCE N 00°15'10" W A DISTANCE OF 1039.63 FEET; THENCE N 89°35'59" E, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2643.92 FEET; THENCE N 89°38'56" E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 299.07 FEET; THENCE S 00°21'04" E A DISTANCE OF 16.50 FEET; THENCE S 08°03'45" W A DISTANCE OF 169.97 FEET; THENCE S 00°08'12" E A DISTANCE OF 332.23 FEET; THENCE S 11°47'45" W A DISTANCE OF 110.00 FEET; THENCE S 31°25'33" W A DISTANCE OF 110.00 FEET; THENCE N 78°12'16" W A DISTANCE OF 264.93 FEET; THENCE S 29°20'51" W A DISTANCE OF 22.95 FEET;THENCE S 78°12'16" E A DISTANCE OF 266.31 FEET; THENCE S 26°01'05" W A DISTANCE OF 133.70 FEET; THENCE S 06°53'05" W A DISTANCE OF 115.01 FEET; THENCE S 09°51'26" E A DISTANCE OF 557.36 FEET; THENCE S 34°51'51" W A DISTANCE OF 60.29 FEET; THENCE S 79°51'48" W A DISTANCE OF 54.26 FEET; THENCE N 83°45'30" W A DISTANCE OF 136.42 FEET; THENCE N 45°03'06" W A DISTANCE OF 55.55 FEET; THENCE N 81°20'52" W A DISTANCE OF 25.90 FEET; THENCE S 70°30'07" W A DISTANCE OF 26.02 FEET; THENCE N 77°56'41" W A DISTANCE OF 33.66 FEET; THENCE N 54°04'10" W A DISTANCE OF 592.36 FEET; THENCE S 89°39'03" W A DISTANCE OF 679.99 FEET; THENCE S 19°22'20" W A DISTANCE OF 293.88 FEET; THENCE S 70°37'41" E A DISTANCE OF 191.93 FEET; THENCE S 04°24'22" E A DISTANCE OF 385.04 FEET; THENCE S 74°15'28" W A DISTANCE OF 92.61 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325 FEET A LENGTH OF 65.76 FEET A CHORD BEARING OF S 05°59'33" E AND A CHORD LENGTH OF 65.65 FEET; THENCE S 00°11'45" E A DISTANCE OF 370.66 FEET; THENCE N 89°42'03" E A DISTANCE OF 158.15 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425 FEET A LENGTH OF 140.91 FEET A CHORD BEARING OF S 80°48'05" E AND A CHORD LENGTH OF 140.26 FEET; THENCE N 23°58'07" E A DISTANCE OF 391.73 FEET; THENCE S 69°29'31" E A DISTANCE OF 380.76 FEET; THENCE S 12°34'15" E A DISTANCE OF 500.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET A LENGTH OF 149.03 FEET A CHORD BEARING OF N 70°40'24" E AND A CHORD LENGTH OF 148.17 FEET; THENCE N 60°00'00" E A DISTANCE OF 304.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET A LENGTH OF 221.01 FEET A CHORD BEARING OF N 36°58'35" E AND A CHORD LENGTH OF 215.11 FEET; THENCE N 13°57'09" E A DISTANCE OF 216.80 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 351.49 FEET A CHORD BEARING OF N 44°56'09" E AND A CHORD LENGTH OF 334.61 FEET; THENCE N

75°55'08" E A DISTANCE OF 224.13 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET A LENGTH OF 295.07 FEET A CHORD BEARING OF S 78°04'18" E AND A CHORD LENGTH OF 285.04 FEET; THENCE N 20°00'13" E A DISTANCE OF 25.37 FEET; THENCE N 64°13'29" E A DISTANCE OF 166.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET A LENGTH OF 75.15 FEET A CHORD BEARING OF S 87°04'09" E AND A CHORD LENGTH OF 72.05 FEET; THENCE S 58°21'44" E A DISTANCE OF 19.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 39.27 FEET A CHORD BEARING OF S 80°51'43" E AND A CHORD LENGTH OF 38.27 FEET; THENCE N 76°38'26" E A DISTANCE OF 21.59 FEET; THENCE S 15°45'46" E A DISTANCE OF 592.39 FEET; THENCE S 71°00'03" W A DISTANCE OF 91.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET A LENGTH OF 150.42 FEET A CHORD BEARING OF S 65°54'23" E AND A CHORD LENGTH OF 136.64 FEET; THENCE S 22°48'47" E A DISTANCE OF 146.77 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 58.90 FEET A CHORD BEARING OF S 56°33'35" E AND A CHORD LENGTH OF 55.55 FEET; THENCE N 89°41'35" E A DISTANCE OF 32.78 FEET; THENCE N 00°09'20" W A DISTANCE OF 250.04 FEET; THENCE N 89°41'43" E A DISTANCE OF 1703.24 FEET; THENCE S 00°10'13" E A DISTANCE OF 300.00 FEET; THENCE S 89°41'38" W A DISTANCE OF 1106.54 FEET; THENCE N 29°26'25" E A DISTANCE OF 103.61 FEET; THENCE N 24°25'35" W A DISTANCE OF 20.76 FEET; THENCE N 19°42'24" E A DISTANCE OF 32.25 FEET; THENCE N 08°02'33" W A DISTANCE OF 57.28 FEET; THENCE N 00°10'13" W A DISTANCE OF 44.03 FEET; THENCE S 89°41'35" W A DISTANCE OF 156.48 FEET; THENCE S 00°10'11" E A DISTANCE OF 19.42 FEET; THENCE S 65°06'53" E A DISTANCE OF 82.79 FEET; THENCE N 89°49'48" E A DISTANCE OF 50.00 FEET; THENCE S 01°47'24" W A DISTANCE OF 56.13 FEET; THENCE S 17° 42'31" W A DISTANCE OF 58.33 FEET; THENCE S 46°28'13" W A DISTANCE OF 92.85 FEET; THENCE S 77°37'51" W A DISTANCE OF 48.12 FEET; THENCE S 89°41'38" W A DISTANCE OF 77.23 FEET; THENCE N 11°33'34" W A DISTANCE OF 57.58 FEET; THENCE N 39°54'41" W A DISTANCE OF 32.11 FEET; THENCE N 09°45'11" W A DISTANCE OF 54.06 FEET; THENCE N 17°52'49" W A DISTANCE OF 110.62 FEET; THENCE S 89°41'43" W A DISTANCE OF 50.00 FEET; THENCE S 00°09'59" E A DISTANCE OF 36.45 FEET; THENCE S 38°47'16" E A DISTANCE OF 94.58 FEET; THENCE S 02°02'35" W A DISTANCE OF 48.15 FEET; THENCE S 35°18'57" E A DISTANCE OF 38.61 FEET; THENCE S 01°37'25" E A DISTANCE OF 49.79 FEET; THENCE S 89°41'38" W A DISTANCE OF 388.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET A CURVE LENGTH OF 79.41 FEET A CHORD BEARING OF N 67°33'19" W AND A CHORD LENGTH OF 77.34 FEET; THENCE S 71°00'01" W A DISTANCE OF 207.66 FEET; THENCE S 19°00'01" E A DISTANCE OF 237.06 FEET; THENCE S 84°04'05" E A DISTANCE OF 513.33 FEET; THENCE S 00°03'02" W A DISTANCE OF 49.04 FEET; THENCE S 16°02'35" E A DISTANCE OF 70.77 FEET; THENCE S 26°22'14" W A DISTANCE OF 72.31 FEET; THENCE S 03°40'56" W A DISTANCE OF 24.99 FEET; THENCE S 86°31'14" E A DISTANCE OF 144.06 FEET; THENCE N 16°30'37" W A DISTANCE OF 18.49 FEET; THENCE N 43°58'55" W A DISTANCE OF 24.44 FEET; THENCE N 35°36'40" E A DISTANCE OF 21.69 FEET; THENCE N 11°16'57" W A DISTANCE OF 54.30 FEET; THENCE N 33°30'19" W A DISTANCE OF 26.93 FEET; THENCE N 24°59'50" E A DISTANCE OF 31.23 FEET; THENCE N 07°42'36" W A DISTANCE OF 48.48 FEET; THENCE S 84°04'04" E A DISTANCE OF 130.79 FEET; THENCE N 76°03'58" E A DISTANCE OF 777.28 FEET; THENCE S 47°37'50" E A DISTANCE OF 167.51 FEET; THENCE S 01°53'22" E A DISTANCE OF 385.00 FEET; THENCE S 12°22'44" E A DISTANCE OF 793.85 FEET; THENCE S 66°19'46" W A DISTANCE OF 173.53 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET A LENGTH OF 30.00 FEET A CHORD BEARING OF S 22°33'41" E AND A CHORD LENGTH OF 30.00 FEET; THENCE N 66°19'46" E A DISTANCE OF 300.29 FEET; THENCE S 00°09'33" E A DISTANCE OF 1227.06 FEET; THENCE S 89°39'15" W A DISTANCE OF 829.57 FEET; THENCE N 29°57'43" W A DISTANCE OF 197.99 FEET; THENCE N 22°30'39" E A DISTANCE OF 305.23 FEET; THENCE N 77°23'26" E A

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DISTANCE OF 168.89 FEET; THENCE N 16°37'44" W A DISTANCE OF 233.73 FEET; THENCE N 18°33'11" E A DISTANCE OF 166.46 FEET; THENCE N 58°32'20" E A DISTANCE OF 399.26 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 725.00 FEET A LENGTH OF 41.67 FEET A CHORD BEARING OF N 22°01'29" W AND A CHORD LENGTH OF 41.67 FEET; THENCE N 23°40'15" W A DISTANCE OF 155.21 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1025.00 FEET A LENGTH OF 57.05 FEET A CHORD BEARING OF N 22°04'30" W AND A CHORD LENGTH OF 57.04 FEET; THENCE S 66°19'46" W A DISTANCE OF 115.22 FEET; THENCE S 57°10'15" W A DISTANCE OF 482.69 FEET; THENCE N 35°40'30" W A DISTANCE OF 227.42 FEET; THENCE N 77°35'10" E A DISTANCE OF 57.55 FEET; THENCE S 81°34'45" E A DISTANCE OF 109.95 FEET; THENCE N 52°46'19" E A DISTANCE OF 42.53 FEET; THENCE N 55°09'13" W A DISTANCE OF 68.01 FEET; THENCE N 31°51'42" E A DISTANCE OF 29.48 FEET; THENCE N 40°38'01" E A DISTANCE OF 26.76 FEET; THENCE N 03°22'51" E A DISTANCE OF 22.37 FEET; THENCE N 56°19'19" W A DISTANCE OF 12.03 FEET; THENCE S 83°37'46" W A DISTANCE OF 60.41 FEET; THENCE S 67°55'14" W A DISTANCE OF 110.58 FEET; THENCE N 48°22'08" W A DISTANCE OF 11.19 FEET; THENCE S 76°27'54" W A DISTANCE OF 56.29 FEET; THENCE N 13°32'06" W A DISTANCE OF 133.63 FEET; THENCE N 08°22'49" E A DISTANCE OF 418.65 FEET; THENCE N 71°55'36" W A DISTANCE OF 199.47 FEET; THENCE N 16°47'11" W A DISTANCE OF 87.14 FEET; THENCE N 24°53'13" E A DISTANCE OF 84.28 FEET; THENCE N 35°33'19" W A DISTANCE OF 17.76 FEET; THENCE N 86°31'12" W A DISTANCE OF 148.57 FEET; THENCE S 00°01'50" E A DISTANCE OF 54.75 FEET; THENCE S 63°05'16" E A DISTANCE OF 31.54 FEET; THENCE S 07°49'36" E A DISTANCE OF 29.30 FEET; THENCE S 19°57'15" W A DISTANCE OF 48.95 FEET; THENCE S 53°00'49" W A DISTANCE OF 88.04 FEET; THENCE N 86°31'13" W A DISTANCE OF 185.57 FEET; THENCE N 84°23'32" W A DISTANCE OF 159.87 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET A LENGTH OF 153.97 FEET A CHORD BEARING OF S 01°30'07" W AND A CHORD LENGTH OF 152.73 FEET; THENCE S 73°50'26" E A DISTANCE OF 388.47 FEET; THENCE S 11°55'57" E A DISTANCE OF 38.29 FEET; THENCE S 26°18'34" W A DISTANCE OF 102.62 FEET; THENCE S 25°35'33" E A DISTANCE OF 186.83 FEET; THENCE S 86°34'54" W A DISTANCE OF 75.64 FEET; THENCE S 20°05'25" W A DISTANCE OF 58.62 FEET; THENCE S 60°47'34" W A DISTANCE OF 46.87 FEET; THENCE S 40°10'48" W A DISTANCE OF 208.98 FEET; THENCE N 69°26'58" W A DISTANCE OF 33.08 FEET; THENCE N 47°49'00" W A DISTANCE OF 273.38 FEET; THENCE N 65°47'44" W A DISTANCE OF 79.94 FEET; THENCE N 08°45'29" E A DISTANCE OF 77.49 FEET; THENCE N 06°16'05" W A DISTANCE OF 190.93 FEET; THENCE N 25°23'29" W A DISTANCE OF 102.50 FEET; THENCE N 68°19'32" W A DISTANCE OF 59.34 FEET; THENCE N 34°00'10" E A DISTANCE OF 140.72 FEET; THENCE S 86°28'09" E A DISTANCE OF 134.74 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET A LENGTH OF 30.00 FEET A CHORD BEARING OF N 02°23'20" E AND A CHORD LENGTH OF 30.00 FEET; THENCE N 86°28'10" W A DISTANCE OF 150.33 FEET; THENCE N 20°48'58" W A DISTANCE OF 769.79 FEET; THENCE N 24°26'53" W A DISTANCE OF 326.32 FEET; THENCE N 19°00'01" W A DISTANCE OF 290.15 FEET; THENCE N 01°05'08" W A DISTANCE OF 54.14 FEET; THENCE N 14°38'48" W A DISTANCE OF 74.00 FEET; THENCE N 46°51'44" W A DISTANCE OF 47.65 FEET; THENCE N 19°00'01" W A DISTANCE OF 140.70 FEET; THENCE S 75°55'08" W A DISTANCE OF 200.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET A LENGTH OF 282.21 FEET A CHORD BEARING OF S 46°31'11" W AND A CHORD LENGTH OF 269.99 FEET; THENCE S 73°48'16" E A DISTANCE OF 100.07 FEET; THENCE S 24°53'24" E A DISTANCE OF 578.08 FEET; THENCE S 14°45'25" W A DISTANCE OF 66.29 FEET; THENCE S 03°52'51" E A DISTANCE OF 105.23 FEET; THENCE S 34°14'57" E A DISTANCE OF 28.16 FEET; THENCE S 65°34'12" E A DISTANCE OF 50.03 FEET; THENCE S 26°48'00" W A DISTANCE OF 42.94 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET A LENGTH OF 81.57 FEET A CHORD BEARING OF S 42°42'39" E AND A CHORD LENGTH OF 80.83 FEET; THENCE S 29°21'29" E A DISTANCE OF 54.37 FEET TO A POINT OF CURVATURE; THENCE ALONG A

CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 13.14 FEET A CHORD BEARING OF S 21°49'38" E AND A CHORD LENGTH OF 13.10 FEET; THENCE N 89°47'53" E A DISTANCE OF 62.43 FEET; THENCE S 24°24'03" E A DISTANCE OF 198.93 FEET; THENCE S 16°13'14" W A DISTANCE OF 47.99 FEET; THENCE S 70°30'02" W A DISTANCE OF 99.31 FEET; THENCE N 63°37'54" W A DISTANCE OF 108.73 FEET; THENCE N 33°56'14" W A DISTANCE OF 41.60 FEET; THENCE N 63°12'38" W A DISTANCE OF 111.44 FEET; THENCE N 83°10'27" W A DISTANCE OF 39.38 FEET; THENCE N 52°58'12" W A DISTANCE OF 174.80 FEET; THENCE N 38°23'04" W A DISTANCE OF 602.62 FEET; THENCE S 60°00'00" W A DISTANCE OF 226.07 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET A LENGTH OF 5.66 FEET A CHORD BEARING OF S 60°21'36" W AND A CHORD LENGTH OF 5.66 FEET; THENCE S 01°29'55" E A DISTANCE OF 162.96 FEET; THENCE S 65°31'58" E A DISTANCE OF 45.24 FEET; THENCE S 31°21'21" E A DISTANCE OF 101.18 FEET; THENCE S 73°57'21" W A DISTANCE OF 71.57 FEET; THENCE S 33°58'35" W A DISTANCE OF 72.68 FEET; THENCE S 47°25'35" W A DISTANCE OF 83.34 FEET; THENCE S 19°31'17" W A DISTANCE OF 69.00 FEET; THENCE S 66°10'39" W A DISTANCE OF 32.23 FEET; THENCE N 76°07'40" W A DISTANCE OF 42.79 FEET; THENCE N 42°39'56" W A DISTANCE OF 242.95 FEET; THENCE N 07°00'09" W A DISTANCE OF 58.12 FEET; THENCE N 87°02'16" W A DISTANCE OF 134.36 FEET; THENCE N 53°26'40" W A DISTANCE OF 62.75 FEET; THENCE N 51°35'54" W A DISTANCE OF 52.97 FEET; THENCE N 68°39'19" W A DISTANCE OF 89.27 FEET; THENCE N 34°35'52" W A DISTANCE OF 39.88 FEET; THENCE N 73°15'23" W A DISTANCE OF 61.47 FEET; THENCE N 36°21'25" W A DISTANCE OF 99.04 FEET; THENCE N 71°27'14" W A DISTANCE OF 52.20 FEET; THENCE S 87°35'09" W A DISTANCE OF 84.01 FEET; THENCE S 84°16'52" W A DISTANCE OF 179.65 FEET; THENCE N 00°11'44" W A DISTANCE OF 251.42 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET A LENGTH OF 33.91 FEET A CHORD BEARING OF N 62°30'29" W AND A CHORD LENGTH OF 33.87 FEET; THENCE S 00°11'46" E A DISTANCE OF 380.19 FEET; THENCE S 43°20'09" E A DISTANCE OF 858.69 FEET; THENCE S 76°17'25" E A DISTANCE OF 804.25 FEET; THENCE S 00°08'03" E A DISTANCE OF 156.54 FEET; THENCE S 47°18'19" W A DISTANCE OF 185.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET A LENGTH OF 323.75 FEET A CHORD BEARING OF S 20°44'41" E AND A CHORD LENGTH OF 316.81 FEET; THENCE S 00°08'02" E A DISTANCE OF 105.42 FEET; THENCE S 89°39'25" W A DISTANCE OF 25.00 FEET; THENCE S 00°08'03" E A DISTANCE OF 1013.50 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT, TRACT 1 (A LAKE), WHICH IS SURROUNDED BY THIS PROPERTY. TOTAL AREA LESS TRACT 1 CONTAINS 255.00 ACRES MORE OR LESS.

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TRACT 8

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE N 89°38'56" E ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 456.69 FEET; THENCE S 00°21'04" E A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE N 89°38'56" E A DISTANCE OF 264.77 FEET; THENCE S 00°21'04" E A DISTANCE OF 14.50 FEET; THENCE S 09°46'15" E A DISTANCE OF 97.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 130.90 FEET A CHORD BEARING OF S 05°13'47" W AND A CHORD LENGTH OF 96.59 FEET; THENCE S 20°13'45" W A DISTANCE OF 58.45 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET LENGTH OF 39.27 FEET A CHORD BEARING OF S 05°13'46" W AND A CHORD LENGTH OF 38.82 FEET; THENCE N 80°13'50" E A DISTANCE OF 190.00 FEET; THENCE S 09°46'14" E A DISTANCE OF 364.97 FEET; THENCE S 10°42'12" E A DISTANCE OF 120.02 FEET; THENCE S 12°43'44" E A DISTANCE OF 116.44 FEET; THENCE S 13°56'47" E A DISTANCE OF 120.07 FEET; THENCE S 13°43'36" E A DISTANCE OF 600.31 FEET; THENCE S 12°51'01" E A DISTANCE OF 135.13 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET A LENGTH OF 94.03 FEET A CHORD BEARING OF S 85°46'25" W AND A CHORD LENGTH OF 91.82 FEET; THENCE S 64°13'28" W A DISTANCE OF 187.37 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 185.00 FEET A LENGTH OF 9.89 FEET A CHORD BEARING OF S 18°28'16" W AND A CHORD LENGTH OF 9.89 FEET; THENCE S 20°00'10" W A DISTANCE OF 23.61 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 323.00 FEET A LENGTH OF 155.28 FEET A CHORD BEARING OF N 74°49'14" W AND A CHORD LENGTH OF 153.80 FEET; THENCE N 36°28'14" E A DISTANCE OF 46.04 FEET; THENCE N 34°35'42" W A DISTANCE OF 92.14 FEET; THENCE N 22°08'47" W A DISTANCE OF 60.99 FEET; THENCE N 39°34'18" W A DISTANCE OF 60.99 FEET; THENCE N 18°52'57" W A DISTANCE OF 30.33 FEET; THENCE N 06°24'32" E A DISTANCE OF 48.44 FEET; THENCE N 28°34'39" W A DISTANCE OF 58.70 FEET; THENCE N 02°01'15" W A DISTANCE OF 216.82 FEET; THENCE N 08°10'58" W A DISTANCE OF 56.84 FEET; THENCE N 36°08'52" W A DISTANCE OF 88.88 FEET; THENCE N 19°43'34" W A DISTANCE OF 116.91 FEET; THENCE N 04°08'29" W A DISTANCE OF 60.58 FEET; THENCE N 19°30'45" E A DISTANCE OF 67.03 FEET; THENCE N 23°02'14" W A DISTANCE OF 125.57 FEET; THENCE N 18°49'18" E A DISTANCE OF 62.88 FEET; THENCE S 81°03'49" E A DISTANCE OF 27.85 FEET; THENCE N 33°44'08" E A DISTANCE OF 86.64 FEET; THENCE N 17°02'05" W A DISTANCE OF 11.96 FEET; THENCE N 76°45'20" W A DISTANCE OF 81.93 FEET; THENCE N 14°45'46" E A DISTANCE OF 265.49 FEET; THENCE N 80°13'52" E A DISTANCE OF 50.55 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET A LENGTH OF 30.30 FEET A CHORD BEARING OF N 02°49'34" W AND A CHORD LENGTH OF 30.22 FEET; THENCE S 80°13'51" W A DISTANCE OF 106.32 FEET; THENCE N 48°08'46" W A DISTANCE OF 16.89 FEET; THENCE N 86°45'05" W A DISTANCE OF 63.61 FEET; THENCE N 04°10'15" E A DISTANCE OF 74.83 FEET; THENCE N 39°55'39" W A DISTANCE OF 31.13 FEET; THENCE N 33°32'40" E A DISTANCE OF 27.47 FEET; THENCE N 03°42'57" W A DISTANCE OF 46.20 FEET; THENCE N 63°00'15" W A DISTANCE OF 21.76 FEET; THENCE N 03°16'02" E A DISTANCE OF 86.56 FEET; THENCE N 00°21'04" W A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 15.87 ACRES OF LAND MORE OR LESS.

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Fee: $127.00 Doc: $0.00
Sharon Shoemake- Grady County Clerk
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TRACT 9

LEGAL DESCRIPTION: A TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 5 WEST, I.M., GRADY COUNTY, OKLAHOMA; THENCE N 00°08'03" W A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°08'03" W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1013.50 FEET; THENCE N 89°39'25" E A DISTANCE OF 25.00 FEET; THENCE N 00°08'32" W A DISTANCE OF 25.00 FEET; THENCE N 89°39'23" E A DISTANCE OF 49.76 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET A LENGTH OF 7.71 FEET A CHORD BEARING OF N 86°42'34" E AND A CHORD LENGTH OF 7.71 FEET; THENCE N 83°45'53" E A DISTANCE OF 239.93 FEET; THENCE N 02°42'37" W A DISTANCE OF 141.80 FEET; THENCE N 10°10'32" W A DISTANCE OF 463.92 FEET; THENCE N 29°37'52" W A DISTANCE OF 209.57 FEET; THENCE N 49°50'21" E A DISTANCE OF 200.00 FEET; THENCE S 67°18'02" E A DISTANCE OF 356.13 FEET; THENCE S 33°14'53" W A DISTANCE OF 56.85 FEET; THENCE S 08°36'55" W A DISTANCE OF 36.72 FEET; THENCE S 34°19'57" E A DISTANCE OF 28.59 FEET; THENCE N 64°00'45" E A DISTANCE OF 65.45 FEET; THENCE N 21°44'04" E A DISTANCE OF 57.91 FEET; THENCE S 67°18'01" E A DISTANCE OF 216.06 FEET; THENCE S 04°02'13" E A DISTANCE OF 482.07 FEET; THENCE S 35°34'32" E A DISTANCE OF 555.16 FEET; THENCE S 37°50'58" W A DISTANCE OF 134.74 FEET; THENCE N 44°26'00" W A DISTANCE OF 260.25 FEET; THENCE S 84°40'21" W A DISTANCE OF 884.45 FEET; THENCE N 00°08'03" W A DISTANCE OF 195.11 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET A LENGTH OF 5.04 FEET A CHORD BEARING OF S 88°29'36" W AND A CHORD LENGTH OF 5.04 FEET; THENCE S 89°39'25" W A DISTANCE OF 49.96 FEET; THENCE S 00°08'03" E A DISTANCE OF 324.50 FEET; THENCE S 82°15'03" E A DISTANCE OF 834.32 FEET; THENCE S 44°53'57" E A DISTANCE OF 409.24 FEET; THENCE S 16°33'33" E A DISTANCE OF 78.78 FEET; THENCE S 33°52'55" W A DISTANCE OF 105.71 FEET; THENCE S 89°39'14" W A DISTANCE OF 150.00 FEET; THENCE N 49°47'04" W A DISTANCE OF 96.79 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET A LENGTH OF 57.51 FEET A CHORD BEARING OF S 45°54'31" W AND A CHORD LENGTH OF 54.39 FEET; THENCE S 00°08'01" E A DISTANCE OF 117.17 FEET; THENCE S 89°39'15" W A DISTANCE OF 839.83 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 31.54 ACRES OF LAND MORE OR LESS.