PRELIMINARY PLAT

MAGNOLIA RIDGE PHASE II

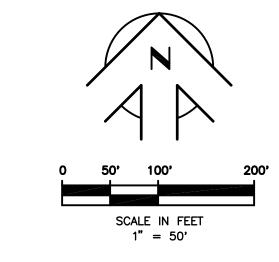
PART OF THE SE/4 OF SECTION 23, T-21-N, R-13-E, OF THE INDIAN BASE AND MERIDIAN TULSA COUNTY, STATE OF OKLAHOMA

> ZONED: RS ADDITION HAS 57 LOTS IN 4 BLOCKS AND 1 RESERVE ALL CONTAINED IN 13.92 ACRES MORE OR LESS

> > N 88°41'42" E

60.00'

790.00



SUBDIVISION CONTAINS 57 LOTS IN 4 BLOCKS AND 1 RESERVE AREA TOTAL AREA: 14.78 ACRES ZONED: RS

BEARING BASE: STATE PLANE GRID BEARINGS (NAD 83, OK N. STATE PLANE) THE REFERENCE BEARING IS THE SOUTH BOUNDARY LINE BEING S 88'41'42" W ALL CORNERS ARE MONUMENTED WITH 3/8" IRON PINS

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-THREE (23) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY

COMMENCING AT THE SW CORNER OF THE SE/4 OF SEC. 23, T-21-N, R-13-E, I.B.&M.; THENCE N 01'25'11" W ALONG THE WEST LINE OF SAID SE/4 A DISTANCE OF 1316.67 FEET TO THE POINT OF BEGINNING; THENCE N 01'25'11" W A DISTANCE OF 600.00 FEET; THENCE N 88'48'00" E A DISTANCE OF 133.72 FEET; THENCE N 01"18'18" W A DISTANCE OF 19.91 FEET; THENCE N 88'41'42" E A DISTANCE OF 790.00 FEET; THENCE S 01'18'18" E A DISTANCE OF 117.26 FEET; THENCE N 8912'56" E A DISTANCE OF 91.75 FEET: THENCE S 00'57'44" E A DISTANCE OF 50.00 FEET: THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 109'09'51", A CHORD LENGTH OF 89.64' FEET, A CHORD BEARING OF S 20'13'38" E FOR A DISTANCE OF 104.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35'39'33", A CHORD LENGTH OF 15.31 FEET, A CHORD BEARING OF S 16'31'31" W FOR A DISTANCE OF 39.19 FEET; THENCE S 01'18'16" E A DISTANCE OF 198.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°28'44", A CHORD LENGTH OF 35.19 FEET, A CHORD BEARING OF S 46'02'38" W FOR A DISTANCE OF 39.04 FEET THENCE N 89"3'00" E A DISTANCE OF 50.42 FEET: THENCE N 89"3'00" E A DISTANCE OF 82.74 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4975.00 FEET, A CENTRAL ANGLE OF 00'11'45", A CHORD LENGTH OF 17.00 FEET, A CHORD BEARING OF N 89'08'08" E FOR A DISTANCE OF 17.00 FEET; THENCE S 00'57'44" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89'49'16", A CHORD LENGTH OF 35.30 FEET, A CHORD BEARING OF S 44'07'38" W FOR A DISTANCE OF 39.19 FEET; THENCE S 89°13'00" W A DISTANCE OF 50.00 FEET; THENCE S 00°47'00" E A DISTANCE OF 78.40 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 03'15'04", A CHORD LENGTH OF 26.95 FEET, A CHORD BEARING OF S 00°50'32" W FOR A DISTANCE OF 26.95 FEET: THENCE S 88°47'57" W A DISTANCE OF 1044.65 FEET TO THE POINT OF BEGINNING, AND CONTAINING 13.92 ACRES,

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

BENCHMARK: TOP OF FOUND BRASS CAP AT THE SW CORNER OF SECTION 23, T-21-N, R-13-E. DATUM: NGVD 29 ELEVATION = 666.90

SITE DATA

EXISTING ZONING PROPOSED USE - SINGLE FAMILY RESIDENTIAL EXISTING LAND USE AGRICULTURE - 13.92 ACRE TOTAL ACREAGE TOTAL NUMBER OF LOTS - 57 LOTS 4.10 LOTS/ACRE AVERAGE LOT SIZE - 8,121 SF - 7,800 SF SMALLEST LOT SIZE

- 10,400 SF

- 1 RESERVE AREA

LEGEND

LARGEST LOT SIZE

RESERVE AREAS

PROPOSED BOUNDARY PROPOSED ROW PROPOSED LOT LINE PROPOSED BUILDING LINE PROPOSED EASEMENT ADJACENT LOT LINE PROPOSED CENTER LINE

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

THE CULVERT NOTATIONS REPRESENT THE MINIMUM SIZE OF SMOOTH HDPE PIPES OR SMOOTH PVC PIPES OR SMOOTH STEEL PIPES REQUIRED FOR PROPER DRAINAGE.

THE RESPECTIVE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR CONSTRUCTING A SIDEWALK ACROSS THE FRONT OF THE LOT AS REQUIRED BY THE TULSA COUNTY BOARD OF COUNTY

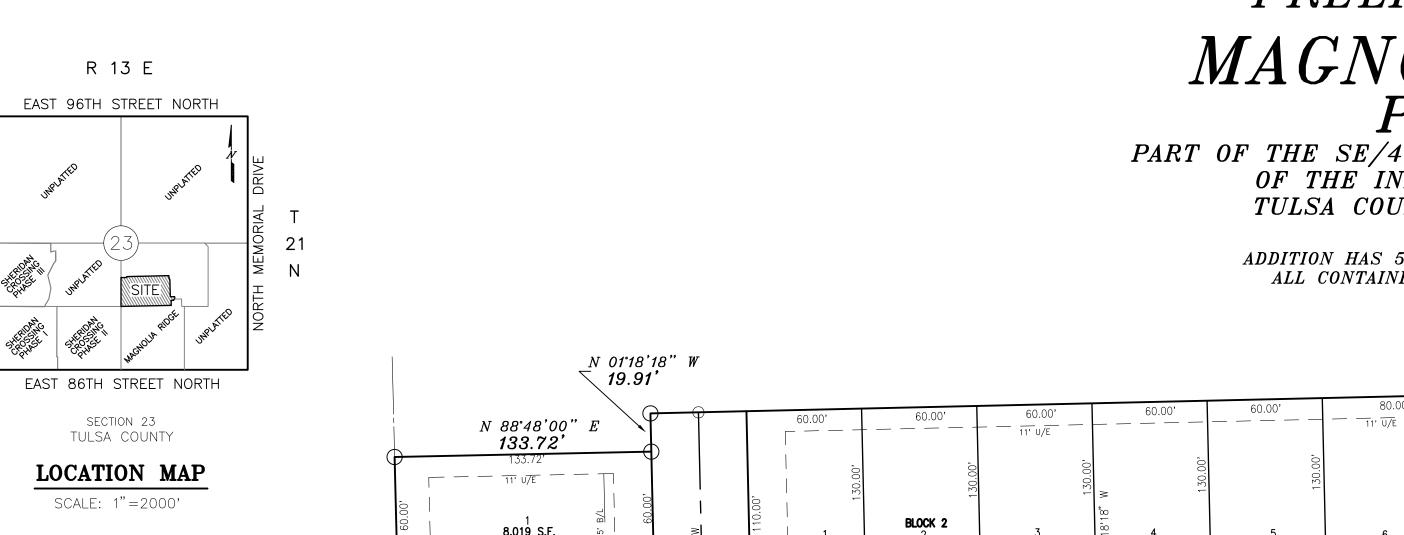
GENERAL NOTES:

- 1. WATER SERVICE. POTABLE WATER SHALL BE PURCHASED FROM RURAL
- WATER DISTRICT NO.3, WASHINGTON COUNTY. 2. SANITARY SEWER DISPOSAL. SEWAGE DISPOSED SERVICE SHALL BE PURCHASED
- AND PROVIDED BY THE CITY OF OWASSO OR ITS ASSIGNEES.
- 3. STORMWATER DETENTION. DETENTION PROVIDED ON-SITE DETENTION FACILITY.

PRELIMINARY PLAT

MAGNOLIA RIDGE PHASE I

JUNE 24, 2020 SHEET 1 of 2



Notice is hereby given that owners and users of aircraft of all types operate on a frequent basis in the airspace

above this plat of land. Said aircraft, when operated in a lawful manner, are allowed free and unobstructed passage in the airspace on, upon , over, across, adjacent to, above and in the vicinity of the plat of land. The lawful operation of aircraft is know to generate noise, vibrations, and other effects as may be inherent in the operation of or flight or passage in and through said airspace which results directly or indirectly from the operations of aircraft or the airport, now and in the future, including but not limited to, ground and flight operations of aircraft at, over on or in the vicinity of the airport, and regardless of whether arriving, departing, maneuvering, or en route, and it must be further recognized that all such operation may increase in the future.

AVIGATION NOTICE

Notice is also give that rules and regulations defined in Federal Aviation Regulations (FARs), include but not limited to FAR Part 77, may limit the height of on property within this plat of land and may require, prior to construction, the submission of an applications as may be required by the Federal Aviation Administrations to ensure that the safe operation of aircraft is not impacted by said object.

ENGINEER:

KELLOGG ENGINEERING, INC. 6755 SOUTH 4060 ROAD TALALA, OKLAHOMA 74080 PHONE: (918) 275-4080 FAX: (918) 275-7171 EMAIL: kelloggengineering@totelcsi.com CERT. OF AUTHORIZATION NO. 2788 RENEWAL DATE: JUNE 30, 2021

SURVEYOR: BENCHMARK SURVEYING AND LAND SERVICES, INC. P.O. BOX 1078 OWASSO, OKLAHOMA 74055 PHONE: (918) 274-9081

FAX: (918) 274-0807 EMAIL: benchmark@atlasok.com CERT.OF AUTHORIZATION NO. 2235 RENEWAL DATE: JUNE 30, 2018

OWNER/DEVELOPER:

K&S DEVELOPMENTS, INC. 12150 E. 96TH ST. N., SUITE 200 OWASSO, OKLAHOMA 74055 PHONE: (918) 274-0406 EMAIL: brian@simmonskourtis.com



C-3 | 39.04' | 25.00' | S 46°02'38" W | 35.19' | 89°28'44"

C-4 | 17.00' | 4975.00' | N 89'08'08" E | 17.00' | 00'11'45"

C-5 | 39.19' | 25.00' | S 44°07'38" W | 35.30' | 89°49'16"

C-6 | 26.95' | 475.00' | S 00°50'32" W | 26.95' | 03°15'04"

UTILITY EASEMENT

FENCE EASEMENT

ACCESS EASEMENT

LANDSCAPE EASEMENT

DEED OF DEDICATION

K&S DEVELOPMENTS INC., AN OKLAHOMA CORPORATION (THE "DEVELOPER"), BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-THREE (23) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF,

COMMENCING AT THE SW CORNER OF THE SE/4 OF SEC. 23, T-21-N, R-13-E, I.B.&M.; THENCE N 01'25'11" W ALONG THE WEST LINE OF SAID SE/4 A DISTANCE OF 1316.67 FEET TO THE POINT OF BEGINNING; THENCE N 01'25'11" W A DISTANCE OF 600.00 FEET; THENCE N 88'48'00" E A DISTANCE OF 133.72 FEET; THENCE N 01"18'18" W A DISTANCE OF 19.91 FEET; THENCE N 88'41'42" E A DISTANCE OF 790.00 FEET; THENCE S 0118'18" E A DISTANCE OF 117.26 FEET; THENCE N 8912'56" E A DISTANCE OF 91.75 FEET: THENCE S 00'57'44" E A DISTANCE OF 50.00 FEET: THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET. A CENTRAL ANGLE OF 109'09'51", A CHORD LENGTH OF 89.64' FEET, A CHORD BEARING OF S 20'13'38" E FOR A DISTANCE OF 104.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 35'39'33", A CHORD LENGTH OF 15.31 FEET, A CHORD BEARING OF S 16'31'31" W FOR A DISTANCE OF 39.19 FEET; THENCE S 01'18'16" E A DISTANCE OF 198.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89'28'44", A CHORD LENGTH OF 35.19 FEET, A CHORD BEARING OF S 46'02'38" W FOR A DISTANCE OF 39.04 FEET; THENCE N 89"3'00" E A DISTANCE OF 50.42 FEET; THENCE N 89"13"00" E A DISTANCE OF 82.74 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4975.00 FEET, A CENTRAL ANGLE OF 00'11'45", A CHORD LENGTH OF 17.00 FEET, A CHORD BEARING OF N 89'08'08" E FOR A DISTANCE OF 17.00 FEET; THENCE S 00'57'44" E A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89'49'16", A CHORD LENGTH OF 35.30 FEET, A CHORD BEARING OF S 44'07'38" W FOR A DISTANCE OF 39.19 FEET; THENCE S 89'13'00" W A DISTANCE OF 50.00 FEET; THENCE S 00'47'00" E A DISTANCE OF 78.40 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 03'15'04", A CHORD LENGTH OF 26.95 FEET, A CHORD BEARING OF S 00'50'32" W FOR A DISTANCE OF 26.95 FEET; THENCE S 88'47'57" W A DISTANCE OF 1044.65 FEET TO THE POINT OF BEGINNING, AND CONTAINING 13.92 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

TULSA COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED MAGNOLIA RIDGE, AN ADDITION TO THE TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

1. PUBLIC STREETS AND UTILITY EASEMENTS.

THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE UTILITY EASEMENTS AND STREET RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES. ELECTRIC POWER LINES. CABLE TELEVISION LINES. TRANSFORMERS. PEDESTALS. GAS AND WATER LINES. TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO. WITH THE RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF

UNDERGROUND ELECTRIC AND COMMUNICATION AND GAS SERVICE.

IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION AND GAS SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT. THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL

B. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES. MAY ALSO BE LOCATED IN SAID EASEMENTS.

C. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT: PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

D. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT TREAT ANY TREES AND UNDERGROWTH ON

. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF FACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION

3. WATER, SANITARY AND STORM SEWER.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY/STORM SEWER FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS FROM THE

A. RURAL WATER DISTRICT NO.3-WASHINGTON COUNTY, OR OTHER PROVIDER AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO.3-WASHINGTON COUNTY SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY RURAL WATER DISTRICT NO.3— WASHINGTON COUNTY AND THE OWNER OF EACH LOT AGREES

B. WATER SERVICE: POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO.3-WASHINGTON COUNTY OR

C. SANITARY SEWER DISPOSAL: SEWAGE SERVICE SHALL BE PURCHASED AND PROVIDED BY THE CITY OF OWASSO OR ITS ASSIGNESS.

4. FENCE, LANDSCAPE, AND PAVING REPAIR.

THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY FENCING, LANDSCAPING, AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER. SANITARY SEWER MAINS, STORM SEWERS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLACE ANY FENCING. LANDSCAPING. OR PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY FENCING, LANDSCAPING, TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, THE TULSA COUNTY AND OR RESPECTIVE UTILITY PROVIDER SHALL HAVE THE RIGHT TO REMOVE SAID FENCING, LANDSCAPING, TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

PROPERTY OWNERS' ASSOCIATION.

PROPERTY OWNERS' ASSOCIATION. A PROPERTY OWNERS' ASSOCIATION, KNOWN AS "MAGNOLIA RIDGE ASSOCIATION," AN OKLAHOMA NOT-FOR-PROFIT CORPORATION. HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 60 O.S. 1991. § 851. ET SEQ., TO MAINTAIN THE ENTRYWAYS AND THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF MAGNOLIA RIDGE ASSOCIATION (THE "ASSOCIATION"), MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

6. RESERVE AREAS.

THE DEVELOPER DOES HEREBY ESTABLISH AND GRANT AN EASEMENT OVER THE AREAS DESIGNATED AS 'RESERVE AREA'. ALL RESERVE AREAS ARE HEREBY DEEMED AS ROADWAY. DRAINAGE. AND UTILITY EASEMENTS AND MAY BE USED SO LONG AS SUCH UTILITY USAGE DOES NOT MATERIALLY INTERFERE WITH THE DEVELOPER'S INTENDED USE OF SUCH RESERVE AREA. MAINTENANCE OF SAID RESERVE AREAS SHALL BE MAINTAINED BY THE DEVELOPER UNTIL THE MAGNOLIA RIDGE PROPERTY OWNERS' ASSOCIATION HAS BEEN CREATED. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF TULSA COUNTY, OKLAHOMA. NO WALL, FENCE, BUILDING OR OTHER STRUCTURE SHALL BE PLACED OR MAINTAINED IN THE EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE OR CONTOURS IN THE EASEMENT AREA UNLESS APPROVED BY TULSA COUNTY, OKLAHOMA.

EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT THE CONSTRUCTION OF ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OR CURING DRAINAGE ISSUES RELATED TO ADJACENT OR NEARBY LOTS.

8. INGRESS, EGRESS AND WALKWAYS.

CONSTRUCTION OF ALL PUBLIC ROADWAYS WITHIN MAGNOLIA RIDGE SHALL BE COMPLETED, BY THE OWNER, WITHIN THE PUBLIC DEDICATION AS REQUIRED BY AND IN ACCORDANCE WITH TULSA COUNTY STANDARDS.

9. OWNER'S RESPONSIBILITIES

THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF HE DWELLING INDEPENDENT OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND TULSA COUNTY BUILDING

10. RESTRICTIVE COVENANTS

ADDITIONAL COVENANTS AND RESTRICTIONS FOR MAGNOLIA RIDGE ARE FILED, AS A SEPARATE INSTRUMENT, IN THE TULSA COUNTY CLERK'S OFFICE.

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I - DEFINITIONS

1.1 "ASSOCIATION" SHALL MEAN AND REFER TO MAGNOLIA RIDGE HOME OWNERS ASSOCIATION, INC., AN OKLAHOMA NON-PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS 1.2 "MAGNOLIA RIDGE PHASE II" SHALL MEAN AND REFER TO THAT CERTAIN REAL PROPERTY HEREINBEFORE DESCRIBED.

1.3 "COMMON AREA" SHALL MEAN THAT PORTION, INCLUDING EASEMENTS, OF MAGNOLIA RIDGE PHASE II OWNED OR MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS, TOGETHER WITH ALL IMPROVEMENTS WHICH MAY AT ANY TIME HEREAFTER BE SITUATED THEREON INCLUDING (WITHOUT LIMITATION) DETENTION PONDS, DRAINAGE FACILITIES/DAMS AND RELATED IMPROVEMENTS, PARK AREA AND PLAYGROUND

1.4 "LOT" SHALL MEAN AND REFER TO A PLATTED LOT, BLOCK OR PARCEL OF LAND SHOWN UPON THE RECORDED PLAT OF MAGNOLIA RIDGE PHASE II WITH THE EXCEPTION OF THE COMMON AREA. 1.5 "MEMBER" SHALL MEAN AND REFER TO EVERY PERSON OR ENTITY WHO HOLDS MEMBERSHIP IN THE ASSOCIATION.

1.6 "OWNER" SHALL MEAN AND REFER TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO ANY LOT SITUATED WITHIN MAGNOLIA RIDGE PHASE II, INCLUDING CONTRACT SELLERS, BUT EXCLUDING OTHERS HAVING SUCH INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION.

1.7 "DECLARANT" SHALL MEAN AND REFER TO K&S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS. 1.8 "SECRETARY" SHALL MEAN AND REFER TO THE SECRETARY OF THE ASSOCIATION.

1.9 "BOARD OF DIRECTORS" SHALL MEAN AND REFER TO THE BOARD OF DIRECTORS OF THE ASSOCIATION.

1.10 "ARTICLES" SHALL MEAN AND REFER TO THE ARTICLES OF INCORPORATION (INCLUDING ANY AMENDMENTS OR CHANGES THERETO) PURSUANT TO WHICH THE ASSOCIATION, AS HEREINABOVE DEFINED, IS OR HAS BEEN FORMED. 1.11 "BYLAWS" SHALL MEAN AND REFER TO THE EXISTING BYLAWS OF THE ASSOCIATION, INCLUDING ANY AMENDMENTS OR CHANGES THERETO.

2.1 POWERS OF THE ASSOCIATION. THE ASSOCIATION, IN ADDITION TO ALL OTHER RIGHTS, POWERS AND DUTIES PROVIDED HEREIN AND AS CONTAINED IN ITS ARTICLES OF INCORPORATION, SHALL HAVE ALL POWERS, RIGHTS AND PRIVILEGES WHICH A NOT-FOR-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF OKLAHOMA BY LAW MAY NOW OR HEREAFTER HAVE TO CARRY OUT ITS CORPORATE PURPOSES 2.2 MEMBERSHIP. ANY OWNER OF A LOT IN MAGNOLIA RIDGE PHASE II, TULSA COUNTY, STATE OF OKLAHOMA, SHALL AUTOMATICALLY BECOME A MEMBER OF HE ASSOCIATION. THE MEMBERSHIP OF THE ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OF ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN MAGNOLIA RIDGE PHASE II, AND IN ANY ADDITIONAL PROPERTY AS MAY BE ANNEXED TO OR MERGED INTO THE JURISDICTION OF THE ASSOCIATION OR ALLOWED TO JOIN ACCORDING TO PROCEDURES SET FORTH IN THE ARTICLES OR BYLAWS, INCLUDING (WITHOUT LIMITATION) HOME OWNERS IN FUTURE PHASES OF THE MAGNOLIA RIDGE DEVELOPMENT TO BE LOCATED ADJACENT TO THE SUBDIVISION AND EACH TO BE A SEPARATE ADDITION TO TULSA COUNTY. STATE OF OKLAHOMA. ACCORDING TO THEIR RESPECTIVE RECORDED PLATS THEREOF. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES WHICH HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION OTHER THAN CONTRACT SELLERS MEMBERSHIP SHALL BE APPLIRTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT SITUATED WITHIN MAGNOLIA RIDGE PHASE II. OWNERSHIP OF A LOT SHALL BE THE SOLE QUALIFICATION FOR

ARTICLE III - VOTING RIGHTS 3.1 VOTING CLASSES. THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP:

MEMBERSHIP WITH RESPECT TO THOSE HOME OWNERS IN MAGNOLIA RIDGE PHASE II.

ARTICLE II - POWERS OF ASSOCIATION AND MEMBERSHIP

A. CLASS A: CLASS A MEMBERS SHALL BE ALL THOSE PERSONS OR ENTITIES ENTITLED TO MEMBERSHIP AS DEFINED IN ARTICLE II WITH THE EXCEPTION OF DECLARANT. AFTER THE TURNOVER DATE DESCRIBED BELOW, CLASS A MEMBERS WHO OWN A LOT SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP BY ARTICLE II; PROVIDED, HOWEVER, WHEN TWO OR E PERSONS OR ENTITIES HOLD SUCH INTEREST OR INTERESTS IN ANY LOT, ALTHOUGH ALL OF SUCH PERSONS OR ENTITIES SHALL BI MEMBERS OF THE ASSOCIATION, THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES, MAY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE PER LOT BE CAST WITH RESPECT TO ANY ONE LOT.

B. CLASS B: THE CLASS B MEMBERS SHALL BE THE DECLARANT AND ITS ASSIGNEE BUILDER OF THE RESIDENTIAL STRUCTURE THEREON WHO DOES NOT OCCUPY SUCH STRUCTURE AS HIS PRINCIPAL RESIDENCE. THE CLASS B MEMBER SHALL BE ENTITLED TO FIVE HUNDRED (500) VOTES EACH; PROVIDED, THAT THE CLASS B MEMBERSHIP OF A PARTICULAR CLASS B MEMBER SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE EARLIER TO OCCUR OF:

1. THE DATE ALL LOTS IN EACH SUBDIVISION OF MAGNOLIA RIDGE (AS OPPOSED TO JUST THOSE LOTS IN THE MAGNOLIA RIDGE PHASE II, II, III & IV) SO PLATTED HAVE BEEN SOLD BY SUCH CLASS B MEMBER; OR

3. SUCH DATE AS THE DECLARANT (IN ITS SOLE DISCRETION) EXECUTES AND RECORDS WITH THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, A NOTICE THAT THE DECLARANT HAS ELECTED TO CONVERT THE CLASS B MEMBERSHIP TO CLASS A MEMBERSHIP. 3.2 DECLARANT CONTROL OF ASSOCIATION. THE DECLARANT OR ITS DESIGNEE SHALL RE IN SOLE AND COMPLETE LEGAL CONTROL OF THE ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE DECLARANT RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE DATE ON WHICH DECLARANT'S RIGHTS UNDER THIS SECTION 3.2 SHALL TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRS AND ALL SUBSEQUENT BOARDS PRIOR TO THE TURNOVER DATE SHALL CONSIST OF THOSE PERSONS DESIGNATED BY DECLARANT. DECLARANT'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD 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 OR OTHER LANDS THAT HAVE COME UNDER THE CONTROL OF THE ASSOCIATION AS PROVIDED FOR HEREIN. (B) THE GIVING OF WRITTEN NOTICE BY DECLARANT, TO THE ASSOCIATION'S BOARD, OF THE DECLARANT'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) TEN (10) YEARS FROM THE DATE OF RECORDING HEREOF. FROM AND AFTER THE TURNOVER DATE, THE BOARD SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BYLAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE OWNERS SHALL BE VESTED EXCLUSIVELY IN DECLARANT. THE OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNERS' LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. THE DECLARANT, UPON REQUEST, SHALL SUPPLY SUCH OWNERS WITH AN ANNUAL ACCOUNTING OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.

4.1 MEMBERS' EASEMENTS OF ENJOYMENT. EVERY MEMBER SHALL HAVE THE NONEXCLUSIVE RIGHT AND PEDESTRIAN ACCESS EASEMENT TO USE AND ENJOY THE COMMON AREA AND ALL IMPROVEMENTS CONSTRUCTED THEREON. SUCH RIGHT AND EASEMENT SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EVERY LOT WITHIN MAGNOLIA RIDGE PHASE II, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS: A. THE RIGHT OF THE ASSOCIATION TO LIMIT THE NUMBER OF GUESTS OF MEMBERS AS WELL AS THE VOLUME OF NOISE AND ANY OTHER NUISANCE WHICH INTERFERES WITH THE PEACEFUL ENJOYMENT OF MAGNOLIA RIDGE PHASE II.

B. SUBJECT TO THE PROVISIONS OF ARTICLE V HEREOF, THE RIGHT OF THE ASSOCIATION, IN ACCORDANCE WITH ITS ARTICLES AND BYLAWS, TO BORROW MONEY FOR THE PURPOSE OF IMPROVING THE COMMON AREA AND FACILITIES AND IMPROVEMENTS CONSTRUCTED THEREON AND IN AID THERFOF TO MORTGAGE SAID PROPERTY. BUT ONLY UPON THE PRIOR WRITTEN CONSENT OF THE DECLARANT. IN THE EVENT SUCH PROPERTY IS SO MORTGAGED, THE RIGHTS OF THE MEMBERS OF THE ASSOCIATION HEREUNDER TO USE AND ENJOY SUCH COMMON AREA SHALL BE SUBJECT AND SUBORDINATE TO THE RIGHTS OF THE MORTGAGEE THEREIN.

C. THE RIGHT OF THE DECLARANT, UNTIL THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP, TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREA TO ANY GOVERNMENTAL BODY, PUBLIC AGENCY, AUTHORITY, OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS DETERMINED IN THE DECLARANT'S SOLE DISCRETION.). UPON THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP, THE RIGHT OF THE ASSOCIATION TO DEDICATE OR

IRANSFER ALL OR ANY PART OF THE COMMON AREA TO ANY GOVERNMENTAL BODY, PUBLIC AGENCY, AUTHORITY, OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE MEMBERS. SUCH DEDICATION AND TRANSFER SHALL BE EFFECTIVE ONLY UPON THE RECORDING OF AN INSTRUMENT SIGNED BY MEMBERS ENTITLED TO CAST ONE-HALF (1/2) OF THE VOTES OF THE CLASS A MEMBERSHIP IN WHICH SUCH MEMBERS EVIDENCE THEIR AGREEMENT TO SUCH DEDICATION AND TRANSFER, OR UPON THE AFFIRMATIVE, MAJORITY VOTE OF THE BOARD OF DIRECTORS BUT ONLY AFTER SAID BOARD RECEIVES WRITTEN CONSENT FROM THE DECLARANT; E. THE RIGHT OF THE ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND SUSPEND OR TERMINATE THE RIGHT TO USE AND EASEMENT OF THE

(i) WITH RESPECT TO VOTING RIGHTS, FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID; PROVIDED, HOWEVER, THE ASSOCIATION SHALL GIVE WRITTEN NOTICE TO THE DEFICIENT MEMBER, OR ii) with respect to use and easement of the common area, for any period during which any assessment against his or her

LOT REMAINS UNPAID OR FOR ANY INFRACTION OF THE PUBLISHED RULES AND REGULATIONS OF THE ASSOCIATION RELATING TO SUCH USE. F. THE RIGHT OF THE ASSOCIATION TO PRESCRIBE RULES AND REGULATIONS FOR THE USE, ENJOYMENT AND MAINTENANCE OF THE COMMON AREA. 4.2 DELEGATION OF USE OF COMMON AREA. ANY MEMBER MAY DELEGATE, IN ACCORDANCE WITH THE BYLAWS OF THE ASSOCIATION, HIS RIGHT TO USE, BUT NOT OWNERSHIP OF HIS EASEMENT RIGHT TO, THE COMMON AREA AND FACILITIES AND IMPROVEMENTS SITUATED THEREON, TO HIS OR HER FAMILY MEMBERS AND GUESTS, AND TO TENANTS WHO RESIDE IN MAGNOLIA RIDGE PHASE II

4.3 TITLE TO THE COMMON AREA. THE DECLARANT HEREIN RESERVES THE RIGHT AND EASEMENT TO ENTER UPON THE COMMON AREA AND CONSTRUCT, REPAIR AND MAINTAIN IMPROVEMENTS THEREIN. MAINTENANCE OF THE COMMON AREA SHALL BE BORNE BY THE ASSOCIATION; PROVIDED, HOWEVER, IN THE EVENT THE ASSOCIATION FAILS OR REFUSES TO MAINTAIN THE COMMON AREA, THE DECLARANT SHALL RIGHT, BUT NOT THE OBLIGATION. TO MAINTAIN THE COMMON AREA IN A REASONABLE MANNER AND THE ASSOCIATION SHALL REIMBURSE TH DECLARANT FOR SUCH EXPENSES UPON DEMAND. THE DECLARANT HEREBY COVENANTS FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, THAT IT WIL CONVEY FEE SIMPLE TITLE TO THE COMMON AREA TO THE ASSOCIATION. SUBJECT ONLY TO ANY EASEMENTS AND RESTRICTIONS OF RECORD. EITHER PRIOR TO OR UPON THE CONVERSION. IN THE DECLARANT'S SOLE DISCRETION, OF ITS CLASS B MEMBERSHIP TO CLASS A MEMBERSHIP PURSUANT TO THE PROVISIONS OF ARTICLE III. CONVEYANCE OF THE COMMON AREA TO THE ASSOCIATION SHALL NOT BE REFUSED BY THE

4.4 DAMAGE TO COMMON AREA: IF, DUE TO THE ACT OR OMISSION OF ANY OWNER, HIS FAMILY, TENANTS, CONTRACT PURCHASERS, GUESTS, LICENSEES OR OTHER INVITEES, THE COMMON AREA IS DAMAGED (NORMAL WEAR AND TEAR EXCEPTED) AND MAINTENANCE, REPAIR OR REPLACEMENT SHALL BE REQUIRED THEREBY, THEN SUCH OWNER SHALL PAY FOR THE FULL COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS SHALL BE DETERMINED BY THE ASSOCIATION. ARTICLE V - PROPERTY RIGHTS

5.1 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. EXCEPT FOR ANNUAL ASSESSMENTS DESCRIBED IN PARAGRAPH 5.3 BELOW, NO SPECIAL ASSESSMENTS SHALL BE ASSESSED AGAINST OR ATTACH TO ANY LOT OWNED BY THE DECLARANT OR ANY BUILDER OF THE RESIDENTIAL STRUCTURE THEREON WHO DOES NOT OCCUPY SUCH STRUCTURE AS HIS PRINCIPAL RESIDENCE WITHIN MAGNOLIA RIDGE PHASE II. THE DECLARANT AND EACH BUILDER OF THE RESIDENTIAL STRUCTURE ON ANY LOT WITHIN MAGNOLIA RIDGE PHASE II WHO DOES NOT OCCUPY SUCH STRUCTURE AS IT PRINCIPAL RESIDENCE SHALL PAY THE ANNUAL ASSESSMENT DESCRIBED IN PARAGRAPH 5.3 BELOW. ALL OTHER OWNERS OF ANY LOT BY ACCEPTANCE OF A DEED THEREFOR, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE, SHALL BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION THEIR SHARE OF:

A. ANNUAL ASSESSMENTS OR CHARGES PROVIDED FOR HEREIN, AND B. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED, AND COLLECTED FROM

TIME TO TIME AS HEREINAFTER PROVIDED. IF PERMITTED TO BECOME DELINQUENT, AN ANNUAL OR SPECIAL ASSESSMENT, TOGETHER WITH SUCH INTEREST THEREON AND COSTS OF COLLECTION THEREOF AS ARE HEREINAFTER PROVIDED, SHALL BE A LIEN UPON THE LOT AGAINST WHICH EACH SUCH ASSESSMENT IS MADE WHETHER A LIEN IS ACTUALLY FILED OF RECORD OR NOT. EACH SUCH ASSESSMENT, TOGETHER WITH SUCH INTEREST, COSTS AND REASONABLE ATTORNEYS' FEES INCURRED IN COLLECTION THEREOF, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH PROPERTY AT THE TIME WHEN THE ASSESSMENT BECAME DUE

5.2 PURPOSE OF ASSESSMENTS. THE ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED FOR THE PURPOSE OF PROMOTING TH RECREATION, HEALTH, AND WELFARE OF THE RESIDENTS IN MAGNOLIA RIDGE PHASE II AND PROMOTING THE HABITABILITY OF RESIDENTIAL STRUCTURES AND ENHANCING PROPERTY VALUES IN MAGNOLIA RIDGE PHASE II INCLUDING. BUT NOT LIMITED TO THE IMPROVEMENT AND MAINTENANCE OF THE COMMON AREA AND IMPROVEMENTS THEREON, INCLUDING (WITHOUT LIMITATION) AD VALOREM TAXES, DRAINAGE WAYS AND EASEMENTS, DRIVEWAYS, PARKING AREAS, FENCES AND WALLS, AND LANDSCAPED AREAS

5.3 ANNUAL ASSESSMENTS: THE ANNUAL ASSESSMENT ON ANY LOT OWNED BY ANY OWNER OF A LOT IN MAGNOLIA RIDGE PHASE II (INCLUDING THE DECLARANT AND ANY BUILDER OF THE RESIDENTIAL STRUCTURE THEREON WHO DOES NOT OCCUPY SUCH STRUCTURE AS ITS PRINCIPAL RESIDENCE), COMMENCEMENT OF WHICH IS PROVIDED FOR IN ARTICLE V. PARAGRAPH 5.5, SHALL BE IN AN AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST WITHIN MAGNOLIA RIDGE PHASE II INCLUDING (WITHOUT LIMITATION) ALL RESERVE AREAS DESIGNATED ON THE PLAT, ALL AS DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN ACCORDANCE WITH ITS BYLAWS.

ANNUAL AND SPECIAL ASSESSMENTS SHALL BE ESTABLISHED AT A UNIFORM RATE APPLYING SUCH FACTORS AS THE BOARD OF DIRECTORS SHALL DETERMINE APPROPRIATE, SUCH AS THE OPERATING COSTS OF THE ASSOCIATION, MAINTENANCE OF THE COMMON AREAS, COST OF LIVING INCREASES ENHANCEMENT OF PROPERTY VALUES AND OTHER EQUITABLE FACTORS. ANNUAL ASSESSMENTS PAID BY THE DECLARANT AND OWNERS OF LOT IN MAGNOLIA RIDGE PHASE II SHALL BE USED EXCLUSIVELY FOR THE MAINTENANCE AND REPAIR OF THE COMMON AREAS, AND FOR SUCH OPERATING COSTS OF THE ASSOCIATION WHICH ARE RELATED TO THE OPERATION OF THE COMMON AREAS AND THE GENERAL OPERATIONS OF THE ASSOCIATION.

PRELIMINARY PLAT

MAGNOLIA RIDGE PHASE II

PART OF THE SE/4 OF SECTION 23, T-21-N, R-13-E, OF THE INDIAN BASE AND MERIDIAN TULSA COUNTY, STATE OF OKLAHOMA

> ZONED: RS ADDITION HAS 57 LOTS IN 4 BLOCKS AND 1 RESERVE ALL CONTAINED IN 13.92 ACRES MORE OR LESS

5.4 SPECIAL ASSESSMENT. IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR HE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS: PROVIDED THAT SPECIAL ASSESSMENTS AGAINST LOTS IN MAGNOLIA RIDGE PHASE II SHALL REQUIRE THE AFFIRMATIVE VOTE OF THE CLASS B MEMBER AND ONE-HALF (1/2) OF THE OWNERS OF SUCH LOTS WHO ARE CLASS A MEMBERS OF THE ASSOCIATION WHO ARE IN ATTENDANCE (IN PERSON OR BY PROXY) AT A SPECIAL MEETING OF THE MEMBERS OF THE ASSOCIATION, DULY CALLED AND NOTICED; PROVIDED, HOWEVER, THE DECLARANT AND ANY BUILDER OF THE RESIDENTIAL STRUCTURE THEREON WHO DOES NOT OCCUPY SUCH STRUCTURE AS ITS PRINCIPAL RESIDENCE, WHO OWN LOTS WITHIN MAGNOLIA RIDGE PHASE II SHALL NOT BE SUBJECT TO ANY SPECIAL ASSESSMENT.

1.5 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. THE ANNUAL ASSESSMENT PROVIDED FOR HEREIN SHALL COMMENCE ON THE DATE OF CONVEYANCE OF TITLE TO THAT LOT TO THE OWNER OF SUCH LOT. THEREAFTER, THE FORM AND MEANS OF WRITTEN NOTICE OF THE ANNUAL ASSESSMENT SHALL BE ESTABLISHED BY THE BOARD OF DIRECTORS. THE ASSOCIATION SHALL UPON DEMAND AT ANY TIME FURNISH A CERTIFICATE IN WRITING SIGNED BY AN OFFICER OF THE ASSOCIATION SETTING FORTH WHETHER ANNUAL AND/OR SPECIAL ASSESSMENTS ON A SPECIFIED LOT HAVE BEEN PAID. A REASONABLE CHARGE MAY BE MADE BY THE BOARD FOR THE ISSUANCE OF THOSE CERTIFICATES. SUCH CERTIFICATES SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY ASSESSMENT THEREIN STATED TO HAVE BEEN PAID.

5.6 EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. ANY ASSESSMENT WHICH ARE NOT PAID ON OR BEFORE THE UE DATE, AS PRESCRIBED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN WRITING, SHALL BE DELINQUENT AND SHALL CONSTITUTE A LIEN ON THE LOT AGAINST WHICH SAID ASSESSMENT IS MADE. IF THE ASSESSMENT IS NOT PAID ON OR BEFORE THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM. THE ASSOCIATION MAY TAKE ACTION AGAINST THE OWNER DELINQUENT IN THE PAYMENT OF ASSESSMENTS OWED TO THE ASSOCIATION. SUCH ACTION MAY INCLUDE BUT IS NOT LIMITED TO, DEMAND LETTERS; COLLECTION LETTERS FROM AN ATTORNEY; ACTIONS TO ENFORCE A LIEN FILED AGAINST THE OWNER'S PROPERTY: AND OTHER ACTIONS DESIGNATED TO OBTAIN PAYMENT FOR FINANCIAL OBLIGATION OWED BY AN OWNER. IN TAKING THESE ACTIONS WHETHER ONE OR MORE. THE ASSOCIATION SHALL BE ENTITLED TO COLLECT THE COSTS IT HAS INCURRED IN PURSUING EFFORTS TO OBTAIN PAYMENT FROM A DELINQUENT OWNER INCLUDING. BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, WHETHER RELATED TO THE SENDING OF COLLECTION LETTERS. FILING OF COLLECTION LAWSUIT. OR OTHERWISE, COURT COSTS, INTEREST AND SUCH OTHER EXPENSES AS THE ASSOCIATION REASONABLY INCURS IN PURSUING ITS EFFORTS TO COLLECT DELINQUENT ASSESSMENTS FORM AN OWNER. 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 NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THIS PARAGRAPH 5.6 SHALL NOT APPLY TO THE DECLARANT.

5.7 Subordination of the Lien to Mortgages. The Lien of the assessments provided for Herein Shall be subordinate to the Lien OF ANY MORTGAGE NOW OR HEREAFTER PLACED UPON ANY LOT SUBJECT TO ASSESSMENT; PROVIDED, HOWEVER, THAT SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS OR INSTALLMENTS THEREOF WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO THE SALE OF SUCH LOT PURSUANT TO A FORECLOSURE OF SUCH MORTGAGE OR TRANSFER OR CONVEYANCE IN LIEU OF SUCH FORECLOSURE. SUCH SALE PURSUANT O SUCH FORECLOSURE OR SUCH TRANSFER OR CONVEYANCE IN LIEU OF SUCH FORECLOSURE SHALL NOT RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS OR INSTALLMENTS THEREOF THEREAFTER BECOMING DUE OR FROM THE LIEN OF ANY SUCH SUBSEQUENT ASSESSMENTS OR

5.8 EXEMPT PROPERTY. THE FOLLOWING PROPERTY SUBJECT TO THIS DECLARATION SHALL BE EXEMPT FROM THE ASSESSMENTS CREATED HEREIN: (A) ALL PROPERTIES OR INTERESTS THEREIN DEDICATED TO AND ACCEPTABLE BY A LOCAL GOVERNMENTAL BODY OR PUBLIC AUTHORITY OR CONVEYED TO A PUBLIC UTILITY; PROVIDED, HOWEVER, IN THE EVENT OF THE DEDICATION OF AN EASEMENT TO A LOCAL GOVERNMENTAL BODY, PUBLIC AUTHORITY, OR PUBLIC UTILITY, THE UNDERLYING SERVIENT ESTATE SHALL NOT BE EXEMPT FROM ASSESSMENT; AND (B) THE COMMON AREA.

ARTICLE VI — USES OF LAND

6.1 LOT USE. LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE—FAMILY PURPOSES, SUBJECT TO THE TERMS, CONDITIONS, AND PROVISIONS, F RE ZONING DISTRICT NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE, AND NO BUSINESS OR BUILDING OF ANY KIND WHATSOEVER SHALL BE ERECTED OR MAINTAINED THEREON, EXCEPT SINGLE-FAMILY RESIDENCES. PROVIDED, AN OWNER MAY UTILIZE A "HOME OFFICE" FOR BUSINESS PURPOSES AS LONG AS BUSINESS VISITORS, GUESTS, AND CUSTOMERS DO NOT VISIT THE OWNER'S LOT, AND COMMERCIAL VEHICLES DO NOT REGULARLY DELIVER SUPPLIES OR MATERIALS AND SUCH BUSINESS ACTIVITIES ARE CONDUCTED IN A MANNER WHICH DOES NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF SURROUNDING OWNERS. PROVIDED, HOWEVER, THE DECLARANT MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED (INCLUDING A TEMPORARY PARKING LOT) BY A BUILDER FOR A FIXED TIME PERIOD, AT THE DECLARANT'S SOLE DISCRETION. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT, WHICH EXCEEDS TWO STORIES IN HEIGHT NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE DECLARANT MAY BE MOVED ONTO A LOT NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN MAGNOLIA RIDGE PHASE II, EXCEPT THAT THE DECLARANT OR ITS DESIGNEE(S) MAY USE A MOBILE HOME AS A TEMPORARY SALES OFFICE.

6.2 RESERVE AREA. "RESERVE AREA". AS REFLECTED ON THE RECORDED PLAT OF MAGNOLIA RIDGE PHASE II. SHALL BE USED AS COMMON AREAS ONLY. THE COMMON AREA HAS BEEN GRANTED BY DECLARANT AS A PERPETUAL EASEMENT FOR THE PURPOSES OF PEDESTRIAN ACCESS. OPEN AREA ROADWAYS, PARK AREA AND RELATED AMENITIES, AND FOR PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFE FROM THE LOTS WITHIN MAGNOLIA RIDGE PHASE II. DRAINAGE FACILITIES CONSTRUCTED IN SAID COMMON AREA SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY TULSA COUNTY AND PLANS AND SPECIFICATIONS APPROVED BY THE TULSA COUNTY ENGINEER. SAID DRAINAGE WAY AREA AND ACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH STANDARDS PRESCRIBED BY TULSA COUNTY. IN THE EVENT TH ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID DRAINAGE WAY AREA AND FACILITIES. TULSA COUNTY MAY ENTER UPON SAID ARFA. PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE ASSESSED IN THE SAME MANNER AS SPECIAL ASSESSMENTS AGAINST ALL MEMBERS OF THE ASSOCIATION. EXCEPT FOR DECLARANT AND ANY BUILDER OF A RESIDENTIAL TRUCTURE WITHIN MAGNOLIA RIDGE PHASE II WHO DOES NOT USE SUCH STRUCTURE AS ITS PRINCIPAL RESIDENCE, ACCESS BY ANY LOT OWNER WITHIN MAGNOLIA IDGE PHASE II TO A PARTICULAR COMMON AREA OF MAGNOLIA RIDGE PHASE II SHALL BE SUBJECT NOT ONLY TO MEMBERSHIP IN THE ASSOCIATION. BUT ALSO TO

6.3 NUISANCE NO NOVIOUS OR OFFENSIVE ACTIVITY OF ANY KIND SHALL BE CARRIED ON LIPON ANY LOT OR THE COMMON AREA NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME A NUISANCE OR ANNOYANCE TO THE NEIGHBORHOOD. NO EXTERIOR SPEAKER, HORN, WHISTLE BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, OR PLACED ON A LOT. ACTIVITIES EXPRESSLY PROHIBITED ON LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES DUST, SMOKE, NOISE, VISION, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION. 6.4 ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) HOUSEHOLD. DOMESTIC PETS AND THE SUCKLING YOUNG OF SAID ANIMALS: PROVIDED. HOWEVER, THAT NO MORE THAN TWO (2) ADULT DOGS SHALL BE MAINTAINED ON ANY LOT. EXCESSIVE BARKING BY ANY DOG SHALL. IN THE SOLE OPINION OF THE DECLARANT OR THE MAJORITY OF HE BOARD OF DIRECTORS OF THE ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE LEVIED BY THE ASSOCIATION IN AN AMOUNT DETERMINED BY THE ASSOCIATION IN ACCORDANCE WITH ITS ESTABLISHED RULES AND REGULATIONS (NOT TO EXCEED \$100.00 PER DAY), AND/OR TO SUCH OTHER ACTIONS AS THE ASSOCIATION MAY DETERMINE APPROPRIATE THE AMOUNT OF SUCH FINE, IF NOT PAID BY ITS DUE DATE, SHALL BECOME A LIEN UPON THE OWNER'S LOT AND SUBJECT TO ENFORCEMENT AND FORECLOSURE AS SET FORTH IN ARTICLE V HEREOF. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES WHENEVER IN THE OPINION OF THE DECLARANT OR BOARD OF DIRECTORS OR AUTHORIZED COMMITTEE OF THE ASSOCIATION, AN ANIMAL DEEMED OFFENSIVE TO SURROUNDING HOME OWNERS AND/OR A NUISANCE TO THE PUBLIC. THE OWNER OF SUCH ANIMAL SHALL REMEDY SUCH EXCESSIVE NOISE OR NUISANCE WITHIN FORTY-EIGHT (48) HOURS FROM THE DATE NOTICE (ORAL OR WRITTEN) IS DELIVERED TO SUCH OWNER BY THE DECLARANT OR THE ASSOCIATION. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS, SUBJECT T HE RULES AND REGULATIONS OF THE ASSOCIATION, SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO TH REQUIREMENT FOR OUTBUILDINGS HEREIN. NO EXOTIC ANIMALS SHALL BE PERMITTED ON ANY LOT OR THE COMMON AREAS: PROVIDED, HOWEVER DOMESTIC PETS SHALL BE PERMITTED WITHIN THE COMMON AREAS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION. UNLEASHED ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE COMMON AREA, ANY PARK AREAS OR RESERVE AREAS, AND AT THE OPTION OF THE ECLARANT OR THE ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS,

6.5 MAINTENANCE: ALL LOTS AND IMPROVEMENT THEREON, INCLUDING BUT NOT LIMITED TO, THE RESIDENTIAL STRUCTURE, OUT BUILDING, IF ANY FENCES, IF ANY, LANDSCAPING AND OTHER IMPROVEMENTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION. ALL LOTS SHALL BE KEPT FREE FROM RUBBISH, LITTER AND NOXIOUS WEEDS. ALL STRUCTURES, LANDSCAPING AND IMPROVEMENTS PLACED UPON ANY LOT SHALL BE MAINTAINED IN GOOD CONDITION AND REPAIR AT ALL TIMES. EACH LOT SHALL BE SUBJECT TO AN EASEMENT IN FAVOR OF DECLARANT AND/OR ITS DESIGNEES FOR ACCESS TO MAKE REASONABLE GRADING AND REPAIR WORK, AS WELL AS TO ALLOW FOR FREE FLOW OF STORM WATER ACROSS PORTIONS OF SUCH LOT; SUCH ENTRY SHALL BE MADE ONLY AT REASONABLE TIMES AND WITH AS LITTLE INCONVENIENCE AS POSSIBLE TO THE OWNER OF THE LOT BEING ENTERED, AND WITH ADVANCE NOTICE TO SUCH OWNER. SUCH EASEMENT SHALL NOT PERMIT ENTRY INTO ANY RESIDENCE OR GARAGE. AND ANY DAMAGE CAUSED TO THE LOT OR ADJOINING PROPERTY ENTERED B' VIRTUE OF USE OF SUCH EASEMENT SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE OWNER WHOSE PROPERTY WAS THE OBJECT OF TH REPAIR WORK. ALL YARD EQUIPMENT SHALL BE SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS, OR OTHER PROPERTY. MAINTENANCE RESIDENTIAL STRUCTURES AND LOTS SHALL ALSO COMPLY WITH RULES AND REGULATIONS PUBLISHED BY THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO ARCHITECTURAL CONTROL REQUIREMENTS; PROVIDED, HOWEVER, THE DECLARANT RESERVES CONTROL OVER ALL ARCHITECTURAL REQUIREMENTS RELATING TO THE CONSTRUCTION OF ALL IMPROVEMENTS LINTIL SLICH TIME AS THE LOT OR COMMON AREA CONTAINING SLICH STRUCTURE IS TRANSFERRED TO AN OWNER OCCUPANT OR THE ASSOCIATION. RESPECTIVELY. UPON SUCH TRANSFER TO AN OWNER OCCUPANT OR THE ASSOCIATION, AS THE CASE MAY BE, NO BUILDING, RESIDENCE, FENCE, WALL OR OTHER STRUCTURAL OR LANDSCAPING IMPROVEMENT SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON ANY OF THE LOTS WITHIN MAGNOLIA RIDGE PHASE II, NOR SHALL ANY EXTERIOR ADDITION TO OF CHANGE OR ALTERATION THEREIN, OR CHANGE IN THE EXTERIOR APPEARANCE THEREOF, OR MAJOR CHANGE IN LANDSCAPING BE MADE, UNTIL

INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

6.6 WIND GENERATORS; SOLAR COLLECTORS. NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON THE COMMON AREA OR ANY OTHER RESERVE. FURTHER, NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED ON ANY LOT OR RESIDENCE THEREON WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT OR THE ASSOCIATION IN ADVANCE OF ITS INSTALLATION. 6.7 CLOTHES LINES. THE DRYING OF CLOTHES ON ANY LOT IN PUBLIC VIEW IS PROHIBITED

6.8 STORAGE. NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE ON ANY LOT SHALL BE PERMITTED; PROVIDED, HOWEVER, BUILDING MATERIALS MAY BE STORED ON A LOT FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO 6.9 WASTE. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER WHICH SHALL BE KEPT ON SUCH LOT AND STORED FROM PUBLIC VIEW, UNTIL SUCH DAY AS MAY B ESIGNATED FOR COLLECTION OF SUCH CONTAINERS OR MATERIAL. ALL LOTS AND ALL EASEMENTS THEREON SHÁLL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET BY THE OWNER OF SAID LOT. ALL RESIDENTIAL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN TWELVE (12) HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS. 6.10 COMPLIANCE WITH LAWS. EACH OWNER SHALL COMPLY WITH ALL LAWS, STATUES, ORDINANCES, RULES AND REGULATIONS OF FEDERAL STATE OR MUNICIPAL GOVERNMENTS OR AUTHORITIES. INCLUDING THE BUILDING CODES OF THE COUNTY OF TULSA. AND REQUIREMENTS APPLICABLE

TO USE, ZONING, OCCUPANCY OF THE LOT AND PREMISES AND MAINTENANCE OF IMPROVEMENT THEREON. FURTHERMORE, THÉ PLAT OF MAGNOLIA RIDGE PHASE II AND ALL CONSTRUCTION AND OTHER ACTIVITY RELATIVE THERETO SHALL BE SUBJECT TO AND IN CONFORMITY WITH THE USES, RESTRICTIONS AND REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY ARTICLE VII - ARCHITECTURE, SIZE, MATERIALS, PLANS AND SPECIFICATIONS

7.1 PLANS AND SPECIFICATIONS. A COMPLETE SET OF PLANS AND CONSTRUCTION SPECIFICATIONS INCLUDING MATERIALS FOR ANY STRUCTURE PROPOSED TO BE ERECTED MUST FIRST BE SUBMITTED TO THE DECLARANT AND WRITTEN APPROVAL THEREOF OBTAINED FROM THE DECLARANT OR ITS AGENT PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION UPON EACH AND ALL OF THE LOTS IN MAGNOLIA RIDGE PHASE II. IN ADDITION, UNLESS WAIVED BY THE DECLARANT IN WRITING, BASED ON HARDSHIP, ECONOMIC CONSIDERATIONS OR OTHER REASONS WHICH WILL NOT INTERFERE WITH THE HARMONY OF DESIGN OR DIMINISH PROPERTY VALUES IN THE NEIGHBORHOOD, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS A. DWELLING SIZE. ALL DWELLINGS SHALL HAVE A MINIMUM LIVING SPACE OF AT LEAST 1,250 SQUARE FEET. SQUARE FOOTAGE SHALL BE

COMPUTED FOR LIVING SPACE, EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

3. MASONRY. ALL DWELLINGS SHALL HAVE AT LEAST 15 PER CENT (15%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF BRICK OR STONE. THE FRONT EXTERIOR WALLS OF THE DWELLING SHALL BE 100 PER CENT (100%) COMPRISED OF BRICK OR STONE. PROVIDED, HOWEVER, THAT HE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN PARTICULAR CASES, THE DECLARANT RESERVES THE RIGHT TO PERMIT DRYVIT BRAND OR SIMILAR EXTERIOR CONSTRUCTION MATERIAL IN LIEU OF BRICK OR STONE C. GARAGES. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.

D. PATIO ROOF. ALL PATIO ROOFS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOF LINE

AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

E. DRIVEWAYS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE OR GRAVEL AND SHALL NOT BE LESS THAN TWELVE (12) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL. EACH DRIVEWAY WILL HAVE EITHER A UNIFORM CONCRETE HEADWALL APPROVED BY THE DECLARANT OR A HEADWALL CONSTRUCTED OF BRICK OR MASONRY TO MATCH THE BRICK OR MASONRY OF THE RESIDENTIAL STRUCTURE. DRAINAGE CULVERTS UNDERNEATH THE DRIVEWAYS SHALL BE OF SUCH MATERIAL AND SIZE APPROVED BY THE DECLARANT. NO CULVERTS SHALL NOT EXTEND BEYOND THE SIDE OF THE HEADWALL. F. MAILBOXES. ALL MAILBOXES SHALL BE OF A UNIFORM STRUCTURE AND COLOR AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH A WRITTEN PLAN/DIAGRAM AND SPECIFICATIONS TO BE APPROVED BY DECLARANT PRIOR TO CONSTRUCTION.

3. ROOF PITCH: MATERIALS. THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 6/12. ROOF MATERIALS SHALL BE HERITAGE II OR

COMPARABLE COMPOSITION SHINGLES OF EQUAL OR BETTER QUALITY, AND SHALL BE OF SUCH COLOR SCHEME APPROVED BY THE DECLARANT H. SODDING; LANDSCAPING. UPON COMPLETION OF CONSTRUCTION OF ANY RESIDENCE, THE BAR DITCH SHALL BE CAREFULLY RE—ESTABLISHING

TO FINAL GRADE TO PERMIT THE FREE FLOW OF STORMWATER. THE BAR DITCH SHALL BE FULLY SODDED UP TO THE EDGE OF THE STREET SURFACE MATERIAL. THE FRONT AND SIDE YARDS OF EACH LOT SHALL BE FULLY SODDED UPON THE COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE. EACH LOT SHALL HAVE A REASONABLE LANDSCAPE PACKAGE IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE. HEATING AND AIR CONDITIONING REQUIREMENTS. ALL RESIDENCES IN MAGNOLIA RIDGE PHASE II SHALL BE CONSTRUCTED WITH CENTRAL HEAT AND AIR

SYSTEMS. NO PORTABLE, WINDOW OR WALL-TYPE HEATING OR AIR CONDITIONING UNITS SHALL BE PERMITTED. J. POOLS. ALL POOLS SHALL BE FENCED OR LANDSCAPED. ALL FENCING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE PROVISION HEREIN. 7.2 NO WARRANTY AS TO PLANS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DECLARANT SHALL NOT BE LIABLE FOR ANY APPROVAL. DISAPPROVAL OR FAILURE TO APPROVE ANY PLANS OR SPECIFICATIONS HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING DRAINAGE RESTRICTIVE COVENANT COMPLIANCE OR CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTIONS, UNLESS THE DECLARANT IS HEREIN AUTHORIZED TO GRANT THE WAIVER AND THE DECLARANT DID, IN FACT, GRANT THE WAIVER. IT IS THE RESPONSIBILITY OF EACH LOT OWNER, AND NOT THE DECLARANT, TO INSURE THAT SUCH OWNER'S GRANTOR AND/OR BUILDER HAS CAUSED THE SUBJECT LOT, AND ALL IMPROVEMENTS THERETO, TO BE IN FULL COMPLIANCE WITH ALL RELEVANT CODES, COVENANTS AND RESTRICTIONS IMPOSED UPON MAGNOLIA RIDGE PHASE II.

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

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

7.4 FENCES: NO FRONT YARD FENCE SHALL BE ERECTED ON ANY LOT CLOSER TO ANY STREET THAN THE FRONT OF THE MAIN STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT. EXCEPT AS OTHERWISE PROVIDED HEREIN. ALL FENCES SHALL BE FOUR (4) FOOT WOOD RAIL WITH ATTACHED BLACK COATED CHAIN LINK FENCING. OR NO FENCING AT ALL. NO FENCES SHALL BE CONSTRUCTED UPON WALKWAYS OR ACCESS EASEMENTS. WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. A FENCE, IF CONSTRUCTED, MUST BE ERECTED AND WELL-MAINTAINED BETWEEN EACH HOUSE FROM THE SIDE OF THE HOUSE EXTENDING TO EACH RESPECTIVE OWNER'S LOT LINE. NO FENCES SHALL BE CONSTRUCTED ON OVERLAND DRAINAGE AREAS OR UPON WALKWAY OR ACCESS EASEMENTS WHICH WOULD IMPAIR OR HINDER THE INTENDED USE THEREOF. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE ON THE LOT. SIDE YARD FENCES CAN BE NO CLOSER TO THE STREET THAN FIVE (5) FEET FROM THE PROPERTY LINE FOR THAT SIDE YARD. A. ENTRYWAY PERIMETER FENCE. THE DECLARANT RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION, TO CONSTRUCT FENCE OF ITS CHOOSING ALONG THE PROPERTY LINES OF THE SUBDIVISION, WHICH FENCE SHALL BE MAINTAINED BY THE ASSOCIATION. B. RESERVE AREA. IN THE EVENT A SIDE OR REAR YARD IS ADJACENT TO A RESERVE AREA, THE OWNERS OF SUCH LOTS MAY, BUT SHALL NOT BE REQUIRED TO CONSTRUCT A FENCE, AND IF A FENCE IS CONSTRUCTED ON A LOT WHOSE SIDE OR REAR YARD IS ADJACENT TO A RESERVE AREA, THEN THE OWNER(S) OF SUCH LOT(S) SHALL CONSTRUCT A WOOD RAIL WITH ATTACHED BLACK COATED CHAIN LINK FENCE AROUND THE ENTIRE SIDE AND REAR YARDS OF SUCH LOT INCLUDING ANY SIDE YARD ADJACENT TO ANOTHER OWNER'S LOT. THE DECLARANT, IN ITS SOLE DISCRETION RESERVES THE RIGHT AND FASEMENT (BUT IN NO EVENT SHALL BE OBLIGATED) TO CONSTRUCT A FENCE OF ITS CHOOSING WITHIN

ANY RESERVE SHOWN ON THE PLAT WHICH SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.). MAINTENANCE. ALL FENCES WITHIN MAGNOLIA RIDGE PHASE II SHALL BE NEATLY MAINTAINED BY THE OWNER THEREOF. THE DECLARANT RESERVES THE RIGHT, BUT SHALL NOT BE OBLIGATED, TO ENTER UPON SUCH LOTS IN ORDER TO MAINTAIN, REPAIR OR STAIN SUCH FENCING IN A MANNER WHICH THE DECLARANT, IN ITS SOLE DISCRETION, BELIEVES TO BE REASONABLE AND APPROPRIATE, AND THE COST THEREOF SHALL BE CHARGED BACK TO THE LOT OWNER AS A LIEN AND SHALL BE GOVERNED BY ARTICLE V HEREOF.

7.5 OUTBUILDINGS. AN OUTBUILDING SHALL BE ALLOWED ON ANY LOT IN MAGNOLIA RIDGE PHASE II PROVIDED IT MATCHES THE EXTERIOR MATERIAL AND COLOR OF THE RESIDENTIAL STRUCTURE AND IS APPROVED BY THE DECLARANT PRIOR TO CONSTRUCTION. OUTBUILDINGS SHALL HAVE A MAXIMUM FLOOR AREA OF 160 SQUARE FEET AND 8 FEET IN HEIGHT, UNLESS OTHERWISE APPROVED IN WRITING BY THE DECLARANT. NO OUTBUILDING CONSTRUCTED OFF-SITE SHALL BE MOYED ONTO ANY LOT IN MAGNOLIA RIDGE PHASE II. FURTHER, NO DETACHED STRUCTURE OR BUILDING FOR PURELY ORNAMENTAL OR OTHER PURPOSES SHALL BE ERECTED ON ANY PART OF ANY LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DECLARANT. 7.6 ANTENNAE. NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES, OTHER THAN AN EIGHTEEN (18) INCH OR SMALLER TELEVISION SATELLITE DISH. SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE . SATELLIT PERMITTED HEREIN SHALL BE INSTALLED AND MAINTAINED ON THE BACKSIDE OF THE RESIDENTIAL STRUCTURE AND SHALL NOT BE VISIBLE FROM

7.7 NOISE POLLUTION. EACH BUILDER OF RESIDENCES ON THE LOTS WILL CAUSE ADEQUATE NOISE POLLUTION CONTROL MEASURES TO BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE SINGLE-FAMILY RESIDENCES AS MAY BE REQUIRED TULSA COUNTY OR ANY OTHER GOVERNMENTAL (STATE OR FEDERAL) BODY OR AGENCY. ARTICLE VIII - PARKING, STORAGE AND EASEMENTS

8.1 VEHICLES, BOATS, RVS. NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER, TRAILER OR BOAT, WHETHER OR NOT OPERABLE, (COLLECTIVELY REFERRED TO AS "VEHICLES") SHALL BE KEPT, PARKED, STOOD OR STORED IN THE FRONT YARD OF ANY LOT. RESIDENTS' VEHICLES (OR VEHICLES UNDER THEIR DOMINION AND CONTROL INCLUDING (WITHOUT LIMITATION) THOSE BELONGING TO THEIR GUESTS) SHALL NOT BE PARKED OR STOOD

8.2 EASEMENTS: THE DECLARANT RESERVES FOR ITSELF. FOR THE ASSOCIATION AND FOR THE OWNER OF EACH LOT THE RIGHT TO LOCATE. CONSTRUCT, ERECT AND MAINTAIN, OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED, IN AND ON THE AREAS INDICATED ON PERFORMING ANY QUASI-PUBLIC UTILITY OR FUNCTION ABOVE OR BENEATH THE SURFACE OF THE GROUND WITH THE RIGHT OF ACCESS AT ANY TIME TO THE SAME FOR THE PURPOSE OF REPAIR AND MAINTENANCE. THE OWNER OF ANY LOT ABUTTING THE COMMON AREA AND WHO MUST. IN ORDER TO AVAIL HIMSELF OF UTILITIES. ENTER AND/OR CROSS THE COMMON AREA. SHALL HAVE AN EASEMENT TO DO SO PROVIDED THAT SAID OWNER SHALL USE THE MOST DIRECT. FEASIBLE ROUTE IN ENTERING UPON AND CROSSING SAID COMMON AREA AND SHALL RESTORE THE SURFACE OF THE COMMON AREA SO ENTERED AND/OR CROSSED TO ITS ORIGINAL CONDITION AT THE EXPENSE OF THE SAID OWNER AND HOLE DECLARANT AND ASSOCIATION HARMLESS FROM ANY DAMAGE CAUSED BY SUCH ACTIVITY, PROVIDED, WHERE NECESSARY. FOR AN ADJACENT PROPERTY OWNER TO ENTER PROPERTY TO MAINTAIN A FENCE, PARTY WALL OR OTHER IMPROVEMENT CONSTRUCTED ON THE BOUNDARY OF THE OWNER'S LOT, THE PROCEDURES SET FORTH IN ARTICLE VI, PARAGRAPH 6.5 ABOVE SHALL APPLY.

8.3 EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. DECLARANT EXPRESSLY RESERVES THE RIGHT TO ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING OR CURING DRAINAGE ISSUES RELATED

TO ADJACENT OR NEARBY LOTS. ARTICLE IX - RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

9.1 NO RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING OF MAGNOLIA RIDGE PHASE II MAY BE DONE WITHOUT THE PRIOR WRITTEN CONSENT OF THE DECLARANT UNTIL SUCH TIME AS IT HAS SOLD ALL THE LOTS, AFTER WHICH CONSENT OF THE ASSOCIATION SHALL BE REQUIRED FOR SUCH ACTION.

10.1 NO SIGNS OR BILLBOARDS ARE ALLOWED ON A LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT; PROVIDED THAT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE SAID LOT. OR SIGNS OF THE SAME SIZE LIMITATION USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION, SHALL BE PERMITTED. NOTWITHSTANDING THE FOREGOING, THE DECLARANT, OR ITS DESIGNEES, MAY DISPLAY SUCH SIGNAGE AS THE DECLARANT, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR THE PROMOTION, SALES AND/OR RENTAL OF PROPERTY OWNED BY THE DECLARANT OR ITS DESIGNEES. ARTICLE XI - DECLARANT'S RESERVED RIGHTS

MAGNOLIA RIDGE PHASE II DEED OF DEDICATION OR THIS DECLARATION, DECLARANT SHALL HAVE THE RIGHTS AND POWERS SET FORTH IN THIS ARTICLE ANYTHING IN THIS DECLARATION TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. IF NOT SOONER TERMINATED AS PROVIDED IN THIS ARTICLE, THE DECLARANT'S AUTHORITY AS SET FORTH HEREIN SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT FORM AND AFTER SUCH TIME AS DECLARANT IS NO LONGER VESTED WITH OR CONTROLS TITLE TO ALL LOTS AND/OR OTHER PROPERTY WITHIN MAGNOLIA RIDGE PHASE II, AFTER WHICH THE PROVISIONS OF THIS ARTICLE AND THE RIGHTS AND POWERS OF THE DECLARANT SHALL VEST IN THE ASSOCIATION: PROVIDED. HOWEVER, NOTHING SHALL PROHIBIT THE DECLARANT FROM TRANSFERRING ANY OF DECLARANT'S RIGHTS AND/OR AUTHORITY TO THE ASSOCIATION PRIOR TO DECLARANT BEING DIVESTED OF TITLE TO ALL LOTS AND OTHER PROPERTY WITH MAGNOLIA RIDGE PHASE II,

11.2 PROMOTION OF MAGNOLIA RIDGE PHASE II. IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN MAGNOLIA RIDGE PHASE II: (A) DECLARANT SHALL HAVE THE RIGHT AND POWER. WITHIN ITS SOLE DISCRETION AND FOR AS LONG AS DECLARANT OWNS ANY LOT TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS. OR TO DO SUCH ACTS OR OTHER THINGS IN. ON OR TO SUCH PROPERTY AS DECLARANT MAY DETERMINE TO BE NECESSARY 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 GUESTS, AGENTS, PROSPECTIVE PURCHASERS ND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.

11.3 CONSTRUCTION ON PROPERTY WITHIN THE ADDITION DECLARANT IS HERERY GRANTED THE RIGHT AND POWER TO MAKE SLICH IMPROVEMENTS O ANY PROPERTY WITHIN MAGNOLIA RIDGE PHASE II AS DECLARANT DEEMS TO BE NECESSARY OR APPROPRIATE. THE DECLARANT MAY PERMIT BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE COMMON AREA AS DECLARANT MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS DECLARANT MAY REQUIRE. DECLARANT AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS PARKING ON THE COMMON AREA AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON THE COMMON AREA WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER

11.4 OTHER RIGHTS. DECLARANT SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING MAGNOLIA RIDGE PHASE II WHICH THE DECLARANT DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF THE DECLARANT UNDER THIS DECLARATION, INCLUDING, BUT NOT LIMITED TO. THE RIGHT TO DESIGNATE ANOTHER ENTITY OF THE DECLARANT'S CHOICE INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION, TO ASSUME OR EXERCISE THE RIGHTS HEREIN RESERVED TO THE DECLARANT. ARTICLE XII - MISCELLANEOUS

12.1 ENFORCEMENT. THE DECLARANT, ASSOCIATION, OR ANY OWNER, WHETHER ACTING JOINTLY OR SEVERALLY, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS AND CHARGES NOW OR

HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION; PROVIDED, HOWEVER, THE DECLARANT AND THE ASSOCIATION SHALL NOT BE

OBLIGATED TO ENFORCE ANY CONDITION, COVENANT, RESTRICTION, RESERVATION, LIEN OR CHARGE THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

FAILURE BY THE DECLARANT, ASSOCIATION OR BY ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. 12.2 REMEDIES. IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS OR RESTRICTIONS HEREIN, THE DECLARANT, ASSOCIATION AND ANY OWNER SHALL HAVE STANDING TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING THE SAME TO PREVENT THE VIOLATION OR TO RECOVER DAMAGES FOR SUCH VIOLATION. IN ANY ACTION BROUGHT TO ENFORCE ANY PROVISION HEREOF AGAINST ANY OWNER OR THIRD PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD OF REASONABLE ATTORNEYS' FEES, EXPENSES AND COSTS.

COVENANTS, CONDITIONS AND RESTRICTIONS, AND TO WAIVE OR VARY THESE COVENANTS, CONDITIONS AND RESTRICTIONS BASED UPON CONDITIONS PECULIAR TO AN OWNER'S PARTICULAR LOT OR CIRCUMSTANCES. UNTIL SUCH TIME AS THE DECLARANT HAS SOLD ALL OF ITS LOTS IN MAGNOLIA RIDGE PHASE II, THE ASSOCIATION SHALL HAVE THE RIGHT TO GRANT SUCH APPROVAL, WAIVER OR VARIANCE UPON THE PRIOR WRITTEN CONSENT THE DECLARANT. PROVIDED, HOWEVER, ANY VARIANCE GRANTED BY THE DECLARANT OR THE ASSOCIATION SHALL BE IN THE INTEREST OF THE DWNER REQUESTING SUCH VARIANCE, CONSISTENT AND IN HARMONY WITH THE CONSTRUCTION AND ARCHITECTURAL GUIDELINES AND RESTRICTIONS WITHIN MACROLIA RIDGE PHASE II, SHALL NOT INTERFERE WITH THE PEACEFUL USE AND ENJOYMENT OF THEIR PROPERTY BY ADJOINING LOT OWNERS, AND SHALL NOT DECREASE THE PROPERTY VALUES IN THE NEIGHBORHOOD. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DECLARANT SHALL HAVE NO LIABILITY FOR VARIANCES WHICH DO NOT CONFORM TO THE STANDARDS SET FORTH HEREIN, IN LAW OR IN EQUITY. 12.4 CORRECTION ASSESSMENT. IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OR THE DECLARANT SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE LOT WHERE THE COVENANT VIOLATION(S) EXISTS, AND PROVIDED SUCH VIOLATION IS NOT CORRECTED WITHIN THE TIME PERIOD PROVIDED FOR IN THE NOTICE, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S). THE COST FOR CURING THE VIOLATION(S) SHALL THEREUPON BE ASSESSED AGAINST I'HE LOT AND SHALL BE A LIEN ON SUCH LOT, WHÍCH MAY BE ENFORCED AND FORECLOSEÓD AS CONTAINED IN ARTICLE V HEREIN. 12.5 FLOOD CONTROL AND EASEMENTS. THE FLOOD CONTROL AND DRAINAGE EASEMENTS WHICH MAY BE GRANTED BY DECLARANT IN MAGNOLIA RIDGE PHASE II ARE FOR DRAINAGE PURPOSES. IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS ON WHICH SUCH EASEMENTS ARE LOCATED TO MAINTAIN SUCH EASEMENT FOR DRAINAGE PURPOSES UNTIL SUCH TIME AS THE GOVERNING BODY EXERCISING JURISDICTION ELECTS TO ASSUME RESPONSIBILITY FOR MAINTENANCE AND IMPROVEMENT OF DRAINAGE, PROVIDED, FURTHER, THAT NO OBSTRUCTION (E.G., NO BARBECUE PITS, SWIMMING POOLS, ETC.) TRASH OR OTHER DEBRIS SHALL BE PLACED ON OR WITHIN SAID EASEMENTS, NOR SHALL ANY FILL, CHANGE OF GRADE CREATION OF CHANNEL OR OTHER WORK BE CARRIED ON WITHOUT PERMISSION TULSA COUNTY, DEPARTMENT OF ENGINEERING. NO GRADING. SCRAPING. EXCAVATION OR OTHER RE—ARRANGING OR PUNCTURING OF THE SURFACE OF ANY LOT SHALL BE COMMENCED WHICH WILL OR MAY O INTERFERE WITH, ENCROACH UPON OR ALTER, DISTURB OR DAMAGE ANY SURFACE OR SUBSURFACE UTILITY LINE, PIPE, WIRE OR EASEMENT, OR WHICH WILL OR MAY TEND TO DISTURB THE MINIMUM OR MAXIMUM SUB-SURFACE DEPTH REQUIREMENT OF ANY UTILITY LINE, PIPE,

12.3 VARIANCE. THE DECLARANT, IN ITS SOLE AND REASONABLE DISCRETION, SHALL HAVE THE RIGHT TO GRANT APPROVALS REQUIRED BY THESE

12.6 NO WAIVER. THE FAILURE OF THE DECLARANT, ASSOCIATION, OWNER OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY SIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS. 2.7 SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGMENT OR COURT ORDER SHALL IN

WIRE OR EASEMENT. NO OBSTRUCTION SHALL BE PLACED ON ANY LOT WHICH WOULD DIRECT STORM WATER ONTO ANOTHER OWNER'S LOT OR

IO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT 12.8 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, DECLARANT MAKES NO WARRANTY, EXPRESS OR IMPLIED. REGARDING MAGNOLIA RIDGE PHASE IL INCLUDING (WITHOUT LIMITATION) ANY COMMON AREA OR IMPROVEMENT THEREIN. THE SUFFICIENCY OF UTILITIES. THE STORMWATER MANAGEMENT DESIGN. THE WORKMANSHIP, DESIGN OR MATERIALS USED IN EVERY IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY XPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE

12.9 BINDING EFFECT; AMENDMENT. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH AND BIND THE AND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE NFORCEABLE BY THE DECLARANT, ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES HEIRS SLICCESSORS AND ASSIGNS FOR A TERM OF TEN (10) YEARS FROM THE DATE THIS DECLARATION IS RECORDED. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. LINTU SUCH TIME AS THE CLASS B MEMBERSHIP IS CONVERTED INTO THE CLASS A MEMBERSHIP. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME BY THE DECLARANT IN ITS SOLE DISCRETION. THEREAFTER, THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BE PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY BE AMENDED AS FOLLOWS:

A. SPECIAL AMENDMENT. THIS DECLARATION MAY BE AMENDED UNILATERALLY BY DECLARANT AT ANY TIME (I) 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; (II) IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (III) IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION; (IV) TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION; OR (V) TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION) 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, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF, THE POWER TO DECLARANT TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE DECLARANT TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME AS DECLARANT HAS SOLD ALL OF ITS LOTS IN MAGNOLIA RIDGE PHASE II. B. GENERAL AMENDMENTS. UPON THE CONVERSION OF ALL CLASS B MEMBERSHIP INTO CLASS A MEMBERSHIP. (I) THE PROVISIONS OF THIS PARAGRAPH 12.9 MAY BE AMENDED ONLY BY AN INSTRUMENT EXECUTED BY ALL OF THE OWNERS: AND (II) ANY PROVISION RELATING TO THE RIGHTS OF DECLARANT MAY BE AMENDED ONLY WITH THE WRITTEN CONSENT OF DECLARANT. NO AMENDMENT SHALL BE FFFECTIVE UNTIL PROPERLY RECORDED. "OWNERS" SHALL NOT BE DEFMED TO INCLUDE MORTGAGES OR OTHER PERSONS HOLDING LIENS ON ANY LOT AND SLICH MORTGAGEES AND OTHER LIENHOLDERS SHALL NOT BE REQUIRED TO JOIN IN ANY AMENDMENT TO THIS DECLARATION.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, K&S DEVELOPMENTS, INC. AN OKLAHOMA CORPORATION, BEING THE SOLE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS K&S DEVELOPMENTS, INC,

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE. ON THIS , 2020, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS PRESIDENT OF K&S DEVELOPMENTS, INC., AN OKLAHOMA CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED

PETE KOURTIS - PRESIDENT

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES

OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

CERTIFICATE OF SURVEY

, KEVIN M. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE. AND THAT SAID PLAT DESIGNATED HEREIN AS MAGNOLIA RIDGE PHASE II, AN ADDITION TO TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS	DAY OF	
		OF ESSION
KEVIN M. NEWLUN OKLAHOMA REGISTERED LAND SURVEYOR #1289 BENCHMARK SURVEYING AND LAND SERVICES, INC., C.A. #2235, EXP 6-30-20		E NEWLUI
		1289

STATE OF OKLAHOMA

OR ANY WARRANTY OF QUALITY.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS __, 2020, PERSONALLY APPEARED KEVIN M. NEWLUN, UNTO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE TULSA COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND INDIVIDUAL ON-SITE SEWER SYSTEMS ON THIS ______ DAY OF

ENVIRONMENTAL PROGRAM SPECIALIST DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF COUNTY TREASURER

COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2020.

PRELIMINARY PLAT MAGNOLIA RIDGE PHASE II

SHEET 2 of 2

JUNE 24, 2020

