

**DECLARATION OF
CONDITIONS, RESTRICTIONS,
COVENANTS AND EASEMENTS**

FOR

Frisco Ridge

**Lone Oak Ridge, L.L.C.,
DEVELOPER**

32 NW 144th Circle, Suite B, Edmond OK 73013

*DATED
September 1, 2005*

**DECLARATION OF
CONDITIONS, RESTRICTIONS, COVENANTS AND EASEMENTS**

FOR

Frisco Ridge

THIS DECLARATION dated the 1st day of September, 2005, by Lone Oak Ridge, L.L.C. an Oklahoma limited liability company, having a mailing address at 32 NW 144th Circle, Suite B, Edmond, Oklahoma 73013 (the "Declarant").

R E C I T A L S

A. Declarant owns a fifty four (54) acre tract of land more or less located in Canadian County, Oklahoma. The tract (hereinafter called the "Property") consists of all of the land described on Exhibit "A" attached hereto and made a part hereof and shown on the subdivision plat entitled "Final Plat of Frisco Ridge" recorded in Plat Book 9 at Page 68-69 in the office of the County Clerk of Canadian County, Oklahoma.

B. The Declarant desires to subject the Property, and the lots (the "Lots") located therein to the covenants, conditions and restrictions set forth below which are for the purpose of protecting the value and desirability of the Property and the Lots, and are for the purpose of distributing among the Lot Owners (as defined herein) the cost of maintaining and operating the Common Areas (as defined herein) located within the Property, and any improvements constructed thereon.

C. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below.

ARTICLE I

DEFINITIONS

(a) "Articles" shall mean the duly adopted Articles of Association for Frisco Ridge Homeowners' Association as filed hereinafter with the office of the County Clerk for Canadian County, Oklahoma.

(b) "Association" means Frisco Ridge Homeowners' Association, Inc.

(c) "Bylaws" shall mean the duly adopted Bylaws of the Association, as the same may be amended, changed or modified from time to time.

(d) "Board of Directors" or "Board" shall mean the Board of Directors of the Association as selected pursuant to the provisions of the Bylaws.

(e) "Common Area(s)" means those areas of land, designated on the recorded subdivision plats of the Property as "open space", including any private streets and facilities intended to be owned by the Association and devoted to the common use and enjoyment of the Lot Owners.

(f) "Common Expenses" shall mean the following:

(i) Expenses of administration, maintenance, repair or replacement of the Common Areas to the extent such expenses are to be borne by the Association under the terms of this Declaration;

(ii) Expenses agreed upon as common by all Lot Owners acting through the Association; and

(iii) Expenses declared common by the provisions of the Declaration or by the Bylaws in force as of date hereof or as they may later be amended.

(g) "Declarant" means Lone Oak Ridge, L.L.C., an Oklahoma .limited liability company, and Declarant's successors and assigns.

(h) "Declaration" means this instrument, together with such amendments to this instrument as may hereafter from time to time be lawfully made.

(i) "Lot Owner(s)" or "Owner(s)" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or perpetually renewable leasehold title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Lot Owner(s)" or "Owner(s)", shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.

(j) "Majority of Lot Owners" means the owners of more than fifty percent (50%) of the Lots. Any specified percentage of Lot Owners means such percentage in the aggregate of such ownership of Lots.

(k) "Person(s)" means an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(l) "Property" means all of the land described on Exhibit "A" attached hereto, being the same parcel of real property shown on the "Final Plat of Frisco Ridge" more particularly referred to in paragraph A of the Recitals to this Declaration and such additional land as may be subjected to this Declaration under the provisions of Article II below.

ARTICLE II

*PROPERTY SUBJECT TO THIS DECLARATION AND
ADDITIONS THERETO*

SECTION 1

2.1. Declarant hereby declares that all the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are hereby declared and established and agreed to be in furtherance of a general plan and scheme for the sale of Lots, and all of which are declared and established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. All of said limitations, covenants, conditions, reservations, liens, charges, and restrictions are hereby established and imposed upon the Property for the benefit thereof and for the benefit of each and every individual Lot comprising a part thereof and of each ownership of one or more Lots, now or in the future, and the owners of any interest of any kind or character in Lots, the Property, or any portion thereof.

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

SECTION 2

2.2.1. Declarant hereby expressly reserves unto Declarant, its successors and assigns, the option and right to expand the Property at any time and from time to time to annex and include all or portions of the real property more particularly described in Exhibit "A-1" attached hereto in additional phases (the "Additional Land").

2.2.2. The consent of Lot Owners of the Property shall not be required for such expansion to include all or any part or parts of the Additional Land and the Declarant may proceed with such expansion at Declarant's sole option. Further, by acceptance of a warranty deed to a Lot, the Lot Owner shall be deemed conclusively to have consented to the expansion provided for herein, including the modification of the percentage interests in the Common Areas, if accomplished in accordance herewith.

2.2.3. Additional Land may be subjected to this Declaration in the following manner:

(a) Declarant, and Declarant's successors and assigns, shall have the right for twenty-one (21) years from the date of this Declaration to bring within the operation and effect of this Declaration additional portions of the Additional Land more particularly described on Exhibit "A-1" attached as a part of this Declaration.

The additions authorized under this Section 2.2.3(a) shall be made by recording in the office of the County Clerk of Oklahoma County, Oklahoma a supplement to this Declaration,

which need be executed only by Declarant and the owner of such additional land if Declarant is not the owner thereof, which shall describe the additional land and state that it is subject to this Declaration. The additions authorized by this Section 2.2.3(a) shall not require the approval of the Association.

(b) Upon the written approval of the Association after the Association has attained the assent of the holders of two-thirds (2/3rds) of the votes of each class of members present in person or by proxy at the meeting at which the vote is taken, the owner of any land who desires to subject it to the operation and effect of this Declaration may do so by recording in the office of the County Clerk of Oklahoma County, Oklahoma a supplement to this Declaration describing the additional land and stating that it is subject to this Declaration.

Any such Supplement to this Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character, if any, of the Additional Land, provided they are not inconsistent with this Declaration. In no event, however, shall the supplement to this Declaration revoke, modify or add to the covenants, conditions, and restrictions established by this Declaration insofar as they pertain to the Property as the same exists prior to the supplement.

2.2.4. Following any annexation as hereinafter described, the Additional Land shall be subject to all limitations, covenants, conditions, restrictions, reservations, liens and charges contained herein, with the same effect as though the Additional Land were a part of the Property as of the date and initial recording hereof. In no event shall the supplemental declaration modify the limitations, covenants, conditions, restrictions, reservations, liens and charges as contained in this Declaration with respect to the existing Property. After any such annexation, each Lot Owner shall be a member of the Association

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1

3.1. Every Lot Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

SECTION 2

3.2.1. The Association shall have two classes of voting membership:

(a) Class A. Except for Declarant (which shall initially be a Class B member), the Class A members shall be all of the Lot Owners. Each Class A member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

(b) Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes per Lot for each Lot owned by it, in all proceedings in which action shall be taken by members of the Association.

3.2.2. The vote of any Class A member comprised of two or more persons, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Association of the Frisco Ridge Homeowners' Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one vote per Lot for each Lot owned by them.

3.2.3. The Class B membership in the Association shall cease and be converted to Class A membership in the Association on the twenty-first (21st) anniversary of the date of this Declaration or at such earlier time as the total number of votes entitled to be cast by Class A members of the Association equals or exceeds the total number of votes entitled to be cast by the Class B member of the Association; Provided that the Declarant, its successors or assigns consents in writing to such conversion of Membership from Class B to A; Further provided, however, the Class B Membership shall be revived (and Declarant shall again be entitled to three votes for each Lot owned by Declarant) during any periods of time occurring before the twenty-first (21st) anniversary of the date of the Declaration, when by reason of the annexation of Additional Land as a part of the Property additional Lots owned by Declarant exist which, when added to the other Lots then owned by Declarant, would result in Declarant having more than 50% of the votes of the Association were Declarant to have three (3) votes for each Lot owned by Declarant instead of only a single vote for each Lot owned by Declarant.

ARTICLE IV

COMMON AREAS

SECTION 1

4.1.1. Declarant shall grant and convey to the Association, and the latter shall take and accept from the Company, the Common Areas shown on a subdivision plat, if such common areas exist, which is subject to this Declaration, not later than the date the first Lot shown on the subdivision plat which is improved by a dwelling is conveyed to an Owner. At the time of the conveyance the Common Areas shall be free of any mortgages, judgment liens or similar liens or encumbrances.

4.1.2. The Association shall hold the Common Areas conveyed to it subject to the following:

(a) The reservation to the Declarant of the right to dedicate as easements, strips of land on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property or to provide adequate service to any

offsetting property.

(b) The reservation to Declarant of the right to lay, install, construct and maintain, on, over, under or in those strips across land designated on the subdivision plat, as "Drainage and Utility Easement", "Sewer Easement", "Drainage and Sewer Easement", "Open Space", and "Area Reserved for Future Road", or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Area, pipes, drains, mains, conduits, lines and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property or on offsetting properties, or the area in which the same is located, together with the right and privilege of entering upon any Common Area for such purposes and making openings and excavations therein.

(c) The reservation to Declarant of the right to enter upon any Common Area conveyed to the Association for the purpose of construction or completing the construction of improvements and the landscaping of the Common Area.

(d) The reservation to Declarant of the right to continue to use and maintain any storm water management ponds and any sediment control ponds or facilities located on any Common Area conveyed to the Association.

(e) The reservation to Declarant of the right of assurance by the Association that the private gated entries of the addition shall remain open for construction traffic during the hours of 06:00 AM to 07:00PM CST as long as there is active construction within the addition or until otherwise notified in writing by the Declarant.

SECTION 2

4.2.1. The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each Owner. Except as otherwise permitted by the provisions of this Declaration, no structure or improvement of any kind shall be erected, placed or maintained on any Common Area except: (i) structures or improvements designed exclusively for community use, including, without limiting the generality of the foregoing, shelters, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playground equipment, swimming pools and tennis courts, and (ii) drainage, storm water and utility systems and structures. The Common Areas may be graded, and trees, shrubs or other plants may be placed and maintained thereon for the use, comfort and enjoyment of the Owners, or the establishment, retention or preservation of the natural growth or topography of the Common Areas, or for aesthetic reasons.

4.2.2. No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities or other private uses without the prior written approval of the Association.

4.2.3. Notwithstanding anything herein contained to the contrary or any possible implications contained on the plat of the Property, the Declarant is not under any obligation whatsoever to make any improvements or provide utilities or other facilities beyond those which exist in or on the Property or the Additional Land as of the date a Owner purchases his Lot. Declarant makes no warranties (implied or otherwise) regarding any improvements on the Property or the Additional Land, but assigns to the Association all warranties (if any) made by third parties with respect to any such improvements.

4.2.4. With respect to any Lot owned by Declarant and with respect to the Common Areas, nothing contained in this Declaration shall be construed to prevent the operation, erection, maintenance or storage by Declarant, or its duly authorized agents, of structures, improvements, signs, materials, fluids or equipment necessary or convenient to the maintenance, development or sale of Lots with the Property.

SECTION 3

4.3.1. No noxious or offensive activity shall be carried on within the Property (including any Lot or Common Area), nor shall anything be done therein which will become an annoyance or nuisance to the neighborhood.

4.3.2. No drilling or puncturing the surface for oil, gas or other minerals or hydrocarbons on the Property (including any Lot or Common Area) shall be permitted.

4.3.3. The storage of trash, ashes or other refuse except in normal receptacles is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain on any Lot or any Common Area.

SECTION 4

4.4.1. The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, all at its own cost and expense.

4.4.2. The Lot Owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the Common Areas shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted by the Board, and the amendments, changes and modifications thereto as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Articles, the Bylaws, or rules and regulations, the provisions of this Declaration shall prevail.

4.4.3. The Association shall have the following powers and duties:

- (a) The Association shall acquire and pay out of the assessments levied and

collected in accordance herewith, for all development, maintenance, gardening service, refuse collection, and other necessary expenditures relating to the Common Areas.

(b) Except as otherwise provided herein, the Association shall maintain or cause the Common Elements and the landscaping, improvements, facilities, and structures thereof to be maintained and kept in a good state of repair, and acquire for the Association and pay from assessments for such services, equipment, maintenance, and repair as it may determine are necessary in order to keep and at all times maintain the Common Areas and the landscaping, improvements, and facilities thereon in a good and sanitary state of condition and repair.

(c) Except as to the taxes, levies or assessments levied separately against an individual Lot and/or the Owner thereof, the Association shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Common Areas.

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

(e) The Association may contract for a security service, and cause such service to be maintained as a common expense, provided that the decision to provide for a security service be at the sole option and discretion of the Association and the Association shall have no obligation to provide such a system.

SECTION 5

4.5.1. The Board shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the Common Areas, and its administration and specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred by or on behalf of the Association. The records so kept shall be available for inspection at convenient hours on working days by all Owners and mortgagees, and representatives of the Federal Housing Administration and Veterans Administration.

4.5.2. All records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an auditor outside the Association. Owners and mortgagees shall be entitled to receive, upon request, copies of audited financial statements of the Association, upon payment for the copies to the Association.

SECTION 6

4.6.1. The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. All such terms, conditions, provisions, rules and regulations shall inure to the benefit of and be enforceable by the Association and Declarant, or either of them, their respective successors and assigns, against any Owner, or any other Person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation.

4.6.2. The Association and Declarant shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner. Further, each Lot Owner shall be entitled to enforce the provisions of this Declaration to the extent authorized by law.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1

5.1.1. Declarant shall hold, and hereafter grant and convey the Lots, subject to the covenants, conditions and restrictions herein set forth, which are imposed upon the Lots for the benefit of Declarant, the Association and the Owners, and their respective personal representatives, successors and assigns, to the end and intent that each Owner shall hold his Lot subject to the following provisions.

5.1.2. Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Areas for the purposes for which the same were designed. This right and privilege shall be appurtenant to and pass with the title to the Lot. The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by an Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed ninety (90) days for any infraction of published rules and regulations of the Association.

5.1.3. In furtherance of the foregoing, each Lot Owner shall have a non-exclusive easement of access to, use and enjoyment of, and ingress and egress through, the Common Areas, and such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Such easements shall be subject to the right conferred by this Declaration of the Board to establish uniform rules and regulations concerning the use of the Common Areas.

(b) Such easements shall extend to and include both the Property and the Additional Land, together with the respective Common Areas, upon the occurrence of expansion as provided in Article II hereof as though the Property and Additional Land were both originally subject to the provisions of this Declaration.

5.1.4. Any damage to any Common Areas which is caused by the negligent act or the willful misconduct of any Lot Owner may be repaired by the Association but, in such event, the Association shall be entitled to reimbursement from the Lot Owner responsible for such damage.

SECTION 2

5.2.1. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the use and enjoyment of the Common Areas, and any facilities thereon, to the members of his family, his tenants, or to contract purchasers who reside on his Lot.

5.2.2. A Lot Owner may not waive or otherwise escape liability for the assessments provided for by this Declaration or otherwise duly and properly levied by the Board, by non-use of the Common Areas and the facilities thereon or any part thereof, or by abandonment of his Lot.

SECTION 3

5.3.1. Each Owner shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Areas, as these rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements and restrictions imposed by this Declaration on the use and enjoyment of the Common Areas.

5.3.2. Failure or refusal by an Owner after written notice to comply with any of the rules, regulations and restrictions shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors on behalf of the Association.

SECTION 4

5.4.1. The rights, privileges and easements of the Owners are at all times subject to 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 agreed upon by the Association.

5.4.2. No such dedication or transfer shall be effective unless approved by a two-thirds (2/3rds) vote of each class of members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

ARTICLE VI

COVENANT FOR ASSESSMENT

SECTION 1

6.1.1. Declarant, for each Lot owned by Declarant within the Property, hereby covenants, and each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association a pro rata share of (i) annual assessments or charges; and (ii) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided.

6.1.2. The annual and special assessments or charges, together with interest at the rate of eighteen percent (18%) per annum accruing from their due date until payment is made, and the costs of collection thereof and reasonable attorney's fees, shall be a charge on, and continuing lien upon each Lot against which an assessment is made. Each assessment or charge, together with interest at the rate of eighteen percent (18%) per annum accruing as aforesaid, and costs and reasonable attorney's fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner of the Lot. The personal obligation for any delinquent assessment or charge, together with interest, costs and reasonable attorney's fees, however, shall not pass to the Owner's successors in title, unless expressly assumed by them.

6.1.3. The assessments and charges levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents of the Property, and in particular for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots) and insurance thereon.

SECTION 2

6.2.1. Until December 31st of the year in which the first Common Area is conveyed to the Association, the annual assessment shall be \$300.00 per Lot, which shall be the maximum annual assessment for that year. Thereafter, the maximum permissible annual assessment may increase each year by no more than fifteen percent (15%) of the maximum permissible annual assessment for the previous year without the necessity of a vote of the membership of the Association. The maximum permissible annual assessment may be increased above the fifteen percent (15%) limitation specified in the preceding sentence only by a Majority of Lot Owners of each class of members of the Association, voting in person or by proxy, at a meeting called for such purpose.

6.2.2. The Board of Directors of the Association may fix the annual assessment against each Lot at any amount not in excess of the maximum permissible annual assessment applicable to that year without the necessity of a vote of the membership of the Association.

6.2.3. Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which Declarant is the Owner on January 1st of the year to which the assessment pertains, shall equal ten percent (10%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Company shall not pay more, or less, than ten percent (10%) of the per Lot annual assessment established by the Association under this section.

6.2.4. Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot which is purchased for construction and sale to a third party and a Professional Builder is the Owner on January 1st of the year to which the assessment pertains, shall equal ten percent (10%) of the annual assessment or charge made or levied against any other Lot on the Property.

SECTION 3

6.3.1. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, including fixtures and personal property related thereto, provided that such assessment shall first be approved by a Majority of Lot Owners of each class of the members of the Association, voting in person or by proxy at a meeting called for such purpose.

6.3.2. Notwithstanding anything elsewhere set forth herein, the Declarant and all Lots owned by the Declarant are hereby exempt from any and all special assessments levied by the Board of Directors of the Association.

6.3.3. Notwithstanding anything elsewhere set forth herein, the special assessments or charges made or levied against any Lot which is purchased for construction and sale to a third party and a Professional Builder is the Owner on January 1st of the year to which the assessment pertains, shall equal ten percent (10%) of the annual assessment or charge made or levied against any other Lot on the Property.

SECTION 4

6.4.1. Except as provided in Section 2 of this Article, and in Section 6 of this Article, annual assessments must be fixed at a uniform rate for all Lots.

SECTION 5

6.5.1. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 2 or 3 of this Article shall be sent to all members not less than ten (10) days, nor more than sixty (60) days, in advance of the meeting.

6.5.2. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 6

6.6.1. The annual assessments shall commence on the first day of the month following the filing and recordation of this Declaration. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for the commencement. The amount of the assessment for the first year shall be an amount which bears the same relationship to the annual assessment provided for in the first sentence of Section 2 of this Article as the remaining number of months in that year bear to twelve. The same reduction in the amount of the annual assessment shall apply to the first assessment levied against any property which is hereafter added to the Property at a time other than the beginning of any calendar year.

6.6.2. The annual assessments for any year after the first year shall be on a calendar year basis and become due and payable on the first day of March of that year.

6.6.3. The due date under any special assessment under Section 3 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least sixty (60) days after the date of such resolution.

SECTION 7

6.7.1. The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Lot for each assessment period at least one (1) month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto. Such roster shall be kept in the office of the Association and shall be open to inspection by any Owner, upon ten days written notice by the Owner to the Association.

6.7.2. If an annual or special assessment is not paid on the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot for such assessment. In any such proceeding, there shall be added to the amount of such assessment the reasonable costs of preparing and filing the action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action. Each Owner of a Lot shall by accepting title thereto be

deemed to have assented to proceedings for the foreclosure of any lien upon his Lot (including a foreclosure by power of sale pursuant to the Oklahoma Power of Sale Mortgage Foreclosure Act) which results from his failure to pay an assessment on the due date thereof.

SECTION 8

6.8.1. The lien of the assessments provided for herein shall be subordinate to any mortgage or deed of trust hereafter placed upon the Lot subject to assessment; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.8.2. In the event a mortgage on a Lot should provide that a default in the payment of an assessment shall be an event of default in such mortgage and, if required by the mortgage by written notice to the Association, the Board of Directors shall give notice of any default in payment of an assessment to the mortgagee.

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

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

(a) Assessments, liens and charges for ad valorem taxes past due and unpaid on the Lot;

(b) Judgments entered in a court of record prior to the date of Common Expense assessment;

(c) Mortgage instruments of encumbrance duly recorded prior to the date of such assessment;

(d) Mechanic's and Materialmen's liens arising from labor performed or materials furnished upon a Lot prior to the date of such assessment; and

(e) Mechanic's and Materialmen's liens for labor performed or material furnished upon the Common Areas to the extent of the proportionate part chargeable to the Lot Owners which constitute a part of an assessment charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

ARTICLE VII

REPAIR AND MAINTENANCE OF LOTS

7.1.1. The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed, shrubbery trimmed and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management.

7.1.2. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.

ARTICLE VIII

USE AND BUILDING RESTRICTIONS, REQUIREMENT OF APPROVAL FROM DECLARANT

8.1.1. The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, above ground, single family dwelling house not to exceed two stories in height, with a private two or three car front, side

or rear lot line facing garages, except as follows:

(a) Real estate sales, management and construction offices may be maintained and operated only within the model home structure and used solely in connection with the development of the Property or the construction of improvements on the Property, or the management, rental or sale of any part of the Property, or of improvements now or hereafter erected thereon. A Model Home is defined as a single family structure constructed within the parameters of these Conditions, Restrictions, Covenants and Easements and according to the building codes of the City of Yukon which is intended to be temporarily used as a Model Home and Sales Office and will be converted to a single family residence upon the completion of construction in the addition.

(b) Any Lot or other parcel of land comprising the Property, and any improvements now or hereafter erected thereon may, with the prior written consent of Declarant, be used for a playground, nonprofit community swimming pool, non-profit community tennis court, park, place of public assembly for community meetings, automobile parking area for non-commercial vehicles while the passengers are using or attending any of the above activities, and for the usual purposes incidental to the foregoing.

8.1.2. No Structure shall be erected, placed, altered or permitted to remain on any Lot nearer to any street than the minimum building setback line for the Lot as shown on the Final Plat of Frisco Ridge therefor. Where two adjacent dwelling houses are located on Lots fronting on a street and are set back different distances from the street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the minimum building setback line for the Lot as shown on the Final Plat of Frisco Ridge.

8.1.3. Property perimeter fences, shall not exceed six feet six inches in height, wood fencing shall have a dog-eared top, steel posts and shall not impede surface drainage. All property perimeter fences facing any street shall have the facing side of the fence facing the street. At no time will chain link fencing be placed on any Lot. All garages must be attached to the Structure, and be at least two cars wide. No motor vehicle of any kind shall be allowed on the unpaved portion of the common areas or upon any unpaved portion of any Lot, except for maintenance purposes.

8.1.4. No above-ground-level swimming pool may be placed on any Lot.

8.1.5. The area of the dwelling house, exclusive of one story open porches and garages, shall not be less than 1600 square feet, except that Lots 1 thru 32 of Block 1 the area of the dwelling house, exclusive of one story open porches and garages, shall not be less than 2200 square feet.

8.1.6. On each interior Lot there will be no less than one tree and on each corner Lot no less than two trees of at least three-inch caliper diameter planted and maintained all to be visible from street. On each Lot there shall be planter beds with shrubbery visible from the street. All areas of the lawn shall be sodded with slab sod and maintained.

8.1.7. Basketball hoops, goals and other recreational equipment attached to the home or

garage are prohibited.

8.1.8. No animals may be kept, maintained, or bred on any Lot or in any dwelling houses or Structure erected thereon, except that no more than two dogs, cats, or similar domestic household pets ("Pets") may be kept on a Lot provided they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. All Pets must be kept within a fenced area or on a leash, and are not permitted to run free within the Property.

8.1.9. No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.

8.1.10. Each Lot and the Structures thereon shall be kept in good order and repair and free of debris; lawns shall be sodded and mowed, shrubbery trimmed and painted exterior surfaces painted, all in a manner and with such frequency as is consistent with good property management.

8.1.11. No Structure other than a dwelling house shall be used at any time as a residence, either temporarily or permanently. No vehicles of any kind or nature shall be parked on the street or on any Lot except in designated parking areas or driveways except as in the case of commercial vehicles as stated below. No boats, trailers, pick-up campers or recreational vehicles shall be parked or stored on any street, or on any Lot except in a garage or parked on the rear areas of the driveway, behind the building line, and concealed from the street. No commercial vehicles shall be parked on any street or Lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the commercial vehicle relates. The areas of the private streets marked and designated as parking areas, are for the short term use of property owners and their guests. These parking areas shall not be used for the storage, even on an overnight basis, of the property owner's vehicles or any other materials.

8.1.12. No advertising or display signs of any character shall be placed or maintained on any part of the Property or on any Structure except with the written consent of Declarant, except customary "For Rent" or "For Sale" signs, not larger than standard realty signs authorized by the Oklahoma City Metropolitan Association of Realtors, Inc., placed on or in front of a dwelling house by the owner thereof.

8.1.13. No outside television or radio antenna shall be erected, installed or maintained on any Lot, or on any Structures thereon, except that an outside television or radio antennae and any of its supporting apparatus combined will not exceed three foot (3') in length, and will not exceed three foot (3') in height above the roof or chimney of the Structure. Solar panels shall not be visible from the streets.

8.1.14. No exterior clothes dryer or clothes drying line shall be erected, installed or maintained on any Lot, or on any Structure thereon.

8.1.15. The front yard of each Lot shall be kept only as a lawn, including trees, flowers and shrubs. No trees or shrubs shall be located on any Lot which block the view of operators of motor

vehicles so as to create a traffic hazard. No sculpture or lawn ornaments of any kind will be permitted in yards visible from the street.

8.1.16. The structural foundation and driveway for each Lot shall be composed completely of concrete. The structural foundation shall be of the shallow bearing footing and stem wall type with no exposed stem wall. No pier and grade beam structural foundations will be allowed. The driveway shall have a minimum width of eighteen feet (18').

8.1.17. The principal first floor material, other than glass, of the exterior of each wall of any dwelling Structures shall be eighty percent (80%) brick, stone, stucco or reasonable equivalent. Wood or other durable material may be used on all the second and other stories. Detached structures such as storage buildings shall be architecturally and structurally compatible with the primary dwelling structure and composed of the same primary exterior wall and roofing material as the primary structure. All chimneys must be brick or stone, and must be of like kind to the Structure. No metal building will be allowed. Mail boxes will be constructed from the same exterior wall material as the primary dwelling structure.

8.1.18. Composite shingle roofing material shall be rated a minimum of 25-year life. All roof penetrations shall be painted to match the color of the roof. The minimum roof pitch allowed for any section of the roof structure shall be 8 inches of rise to 12 inches of run (8:12) unless otherwise approved in writing by the Declarant.

ARTICLE IX

EASEMENTS

9.1.1. Easements for the installation and maintenance of utilities, to include without limitation, storm water sewers and drainage facilities, are hereby reserved over the front, side and rear five (five) feet of each Lot, and as provided on the Final Plat of Frisco Ridge. No Structure, planting or other material shall be placed or permitted to remain within said easements or within any utility or similar easements shown on the Final Plat of Frisco Ridge, or located or constructed in such a fashion which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility company. No conveyance by Declarant of any Lot, or of any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release such easements.

9.1.2. Declarant hereby reserves unto itself, its successors and assigns, without further approval from the Association or any Lot Owner, the right to grade, regrade and improve the

streets, avenues, roads, courts and open spaces as the same may be located on the Final Plat of Frisco Ridge, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

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

ARTICLE X

GENERAL PROVISIONS

SECTION 1

10.1. Invalidation of any one of the provisions, of this Declaration by judgment or court order shall not affect any other provision, covenant or restriction of this Declaration; all of which shall remain in full force and effect.

SECTION 2

10.2.1. All the provisions of this Declaration shall run with and bind the Property and shall be enforceable by Declarant, the Association and any Lot Owner until the twenty-first (21st) anniversary of the date of this Declaration and thereafter for successive ten (10) year periods unless, one year prior to the expiration of the then current term, a written instrument shall be executed by the then owners of seventy-five percent (75%) of the Lots which are then subject to this Declaration and recorded in Oklahoma County, Oklahoma, stating that this Declaration shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon Declarant by this Declaration may be assignee or transferred by Declarant to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded in Oklahoma County, Oklahoma, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

10.2.2. This Declaration may be amended by an instrument signed by the Owners of not

less than eighty percent (80%) of the of the votes entitled to be cast by all the Owners. Any amendment must be recorded in the office of the Oklahoma County Clerk.

10.2.3. The Declarant, the Association, or any Lot Owner shall have the right to enforce by any proceeding at law or in equity all provisions of this Declaration. Failure by the Declarant, the Association, or any Lot Owner to enforce any such provision, covenant or restriction of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

10.2.4. Captions and headings contained this Declaration are for convenience and reference purposes only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Declaration, or of any provision, covenant or restriction hereof.

10.2.5. The construction, interpretation and enforcement of this Declaration shall be governed by the laws of the State of Oklahoma.

SECTION 3

10.3.1. Anything set forth to the contrary notwithstanding, Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented (the "Proposed Changes"). This unilateral right, power and authority of the Declarant may be exercised if and only if the Declaration requires or allows such Proposed Changes, OR either the Veterans Administration or the Federal Housing Administration or any successor agencies thereto shall require such action as a condition precedent to the approval by such agency of the United States of the Property or any part thereof or any Lots thereon for federally approved mortgage financing purposes under applicable Veterans Administration, Federal Housing Administration or similar programs. If the Veterans Administration or the Federal Housing Association or any successor agencies thereto approve the Property or any part thereof or any Lot therein for federally approved mortgage financing purposes, any amendments to these Articles made during any period of time when there are Class B members of the Association shall also require the prior consent of the agency giving such approval; OR so that Declarant's (or its Nominee or Assignee) Mortgagee may later join in this Declaration for the purpose of subordinating the Mortgage to the legal operation and effect of this Declaration, reserving, however, the lien and effect of the Mortgage or the easements, reservations, rights and benefits reserved and retained by the Declarant herein.

10.3.2. Each Owner shall register in writing his mailing address with the Association, and notice or demands intended to be served upon an Owner shall be sent by certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands or other notices intended to be served upon the Board of Directors of the Association or to the Association shall be sent certified mail, with postage prepaid, to Lone Oak Ridge, L.L.C., 32 NW 144th Circle, Suite B, Edmond, OK 73013, or at such other address of which the Board may be furnished from time to time or served in person upon the service agent of the Association, Lone Oak Ridge, L.L.C., 32 NW 144th Circle, Suite B, Oklahoma City, OK 73013.

10.3.3. The area of the Property subject to this Declaration may be increased by recording

supplements to this Declaration, which need only be signed by Declarant, the owner of the additional land described in the supplement and the holder of any mortgage or similar lien thereon, stating that the additional land shall be subject to this Declaration. No other land in the vicinity of the Property shall be subject to this Declaration unless the provisions of this Declaration are complied with, it being intended that this Declaration not be construed or considered as a scheme for the development of any land other than that shown on the Final Plat of Frisco Ridge or hereafter subjected to this Declaration in the manner described in this Declaration.

EXECUTED the day hereinabove first written.

DECLARANT:

H. R. Curry, Manager
Lone Oak Ridge, L.L.C.
an Oklahoma Limited Liability Company

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the ____ day of _____, 2005 by H. R. Curry, as Manager of Lone Oak Ridge, L.L.C., a(n) Oklahoma Limited Liability Co.

Notary Public

My Commission Expires:

(Notarial Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
FRISCO RIDGE

A part of the North Half (N/2) of Section Nineteen (19), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma and more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of said Section 19; thence North 89°46'43" East along the North line of said Northwest Quarter a distance of 1363.28 feet; thence South 00°13'17" East a distance of 93.60 feet to the point of beginning; thence from said POINT OF BEGINNING North 89°46'43" East a distance of 707.53 feet; thence South 00°00'00" West a distance of 222.57 feet; thence South 27°00'00" East a distance of 584.23 feet; thence North 63°00'00" East a distance of 70.00 feet; thence South 45°19'09" East a distance of 194.79 feet; thence North 89°53'08" East a distance of 130.78 feet to a point on the West line of Westport 66 Blocks 6 & 7, a recorded plat; thence, along the boundary of said plat for the following three calls, South 00°06'52" East a distance of 160.00 feet; thence South 25°35'10" West a distance of 163.62 feet; thence South 47°36'28" East a distance of 202.81 feet; thence South 42°23'32" West a distance of 78.07 feet; thence South 00°06'52" East a distance of 95.76 feet to a point on the West line of said Westport 66 Blocks 6 & 7 plat; thence, along the boundary of said plat for the following three calls, thence South 89°53'08" West a distance of 79.27 feet; thence South 18°16'46" West a distance of 179.15 feet; thence South 00°06'52" East a distance of 933.78 feet to a point on the South line of the Northeast Quarter of said Section 19; thence South 89°35'53" West along said South line a distance of 28.20 feet to the Southwest Corner of said Northeast Quarter; thence South 89°56'53" West along the South line of said Northwest Quarter and along the North line of Westport West Addition, a recorded plat, a distance of 707.01 feet to the Northwest Corner of Lot 6, Block 5 of said plat; thence continuing South 89°56'53" West along said

South line a distance of 148.60 feet; thence North 00°03'07" West a distance of 140.00 feet; thence South 89°56'53" West a distance of 40.08 feet; thence North 00°03'07" West a distance of 1505.56 feet; thence South 89°56'53" West a distance of 96.44 feet; thence South 44°56'53" West a distance of 35.36 feet; thence South 89°56'53" West a distance of 60.00 feet; thence North 00°03'07" West a distance of 180.28 feet to a point on a curve to the left, said curve having a central angle of 40°30'52", a radius of 160.00 feet, a chord bearing and distance of North 20°18'33" West 110.79 feet; thence along said curve a distance of 113.14 feet; thence North 40°33'59" West a distance of 116.26 feet to a point on a curve to the right, said curve having a central angle of 65°30'19", a radius of 210.00 feet, a chord bearing and distance of North 07°48'49" West 227.23 feet; thence along said curve a distance of 240.09 feet; thence North 24°56'20" East a distance of 111.18 feet to a point on a curve to the left, said curve having a central angle of 02°06'33", a radius of 370.00 feet, a chord bearing and distance of North 23°53'04" East 13.62 feet; thence along said curve a distance of 13.62 feet; thence North 27°00'41" West a distance of 33.52 feet; thence North 15°05'00" East a distance of 50.00 feet; thence North 57°10'42" East a distance of 33.52 feet to a point on a curve to the left, said curve having a central angle of 07°33'30", a radius of 370.00 feet, a chord bearing and distance of North 03°33'28" East 48.77 feet; thence along said curve a distance of 48.81 feet; thence North 00°13'17" West a distance of 44.94 feet; thence North 45°13'17" West a distance of 38.18 feet to the point of beginning containing 54.141 acres more or less.

CJW
Coon Engineering, Inc.

EXHIBIT "A-1"

LEGAL DESCRIPTION

A part of Section Nineteen (19), Township Twelve (12) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma and more particularly described as follows:

Commencing at the NW Corner of the NW/4 of said Section 19; Thence North 89 46'43" East along the north line of said NW/4 a distance of 2521.18 feet to the NE Corner of said NW/4; Thence South 00 06'56" East along the east line of said NW/4 a distance of 94.53 feet to a point on the south right-of-way line of State Highway No. 66; Thence South 89 53'51" West along said south right-of-way line a distance of 450.20 feet; Thence South 00 00'00" West a distance of 222.57 feet; Thence South 27 00'00" East a distance of 584.23 feet; Thence North 63 00'00" East a distance of 70.00 feet; Thence South 45 19'09" East a distance of 194.79 feet; Thence North 89 53'08" East a distance of 130.78 feet; Thence South 00 06'52" East a distance of 160.00 feet; Thence South 25 35'10" West a distance of 163.62 feet; Thence South 47 36'28" East a distance of 202.81 feet; Thence North 85 25'57" East a distance of 24.70 feet to a point on a curve to the right; said curve having a central angle 51 27'19", a radius of 125.00 feet, a chord bearing and distance of South 20 26'06" East -108.52 feet, thence along said curve a distance of 112.26 feet; Thence South 05 17'34" West a distance of 53.70 feet to a point on the north line of Lot 29, Block 6 of Westport 66 Blocks 6 & 7; Thence South 89 53'08" West along the north line of said Lot 29 a distance of 189.27 feet to the NW Corner of said Lot 29; Thence along the west line of Westport 66 Blocks 6 & 7 the next two calls; Thence South 18 16'46" West a distance of 179.15 feet; Thence South 00 06'52" East a distance

of 933.78 feet to a point on the south line of the NE/4 of said Section 19; Thence South 89 35'53" West along said south line a distance of 28.20 feet to the SE Corner of the NW/4 of said Section 19; Thence South 89 56'53" West along the south line of said NW/4 a distance of 707.01 feet to the NW Corner of Lot 6, Block 5 of the Westport West Addition; Thence along the west line of said Westport West Addition the next 10 calls; Thence South 00 04'19" East a distance of 199.86 feet; Thence North 89 55'41" East a distance of 5.00 feet; Thence South 00 04'19" East a distance of 150.00 feet; Thence South 27 11'22" West a distance of 412.06 feet; Thence South 76 45'46" East a distance of 52.53 feet; Thence South 00 20'15" East a distance of 164.75 feet; Thence North 89 39'45" East a distance of 1.98 feet; Thence South 00 20'15" East a distance of 129.16 feet; Thence South 89 23'15" West a distance of 17.02 feet; Thence South 00 19'11" East a distance of 456.96 feet; Thence South 89 40'49" West a distance of 181.06 feet; Thence North 61 33'25" West a distance of 402.32 feet; Thence South 89 55'50" West a distance of 945.25 feet; Thence South 30 50'49" West a distance of 27.76 feet; Thence North 70 04'54" West a distance of 147.88 feet; Thence North 00 08'25" East a distance of 114.64 feet; Thence North 44 51'35" West a distance of 38.18 feet; Thence North 89 51'35" West a distance of 33.00 feet to a point on the west line of the SW/4 of said Section 19; Thence North 00 08'25" East a distance of 1119.99 feet to the NW Corner of said SW/4, said point also being the SW Corner of the NW/4 of said Section 19; Thence continuing North 00 08'25" East along the west line of said NW/4 a distance of 2637.92 feet to the Point of Beginning. Said tract contains 203.498 acres more or less.

