

AMENDED

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE OF THE WOODS**

Developed By:

HOOF TO HORN, LLC

**10621 East 33rd, Edmond, OK (Physical Address)
10621 N.E. 150th, Jones, OK 73049 (Mailing Address)**

TABLE OF CONTENTS

| | |
|--|----------|
| ARTICLE I - DEFINITIONS | 1 |
| A. "Association" | |
| B. "Common Areas" | |
| C. "Community Wide Standard" | |
| D. "Declarant" | |
| E. "Design Guidelines" | |
| F. "Fences" | |
| G. "Frontage" or "Fronts" | |
| H. "Lake" | |
| I. "Lake Access Lots" | |
| J. "Lot" | |
| K. "Reviewer" | |
| L. "Unit" | |
| M. "Member" | |
| N. "Owner" | |
| O. "Person" | |
| P. "Property" | |
| Q. "Street" | |
| R. "Subdivision" | |
| | |
| ARTICLE II - INITIAL DEVELOPMENT | 3 |
| | |
| ARTICLE III - PROPERTY SUBJECT TO THIS DECLARATION | 3 |
| | |
| ARTICLE IV - MEMBERSHIP IN THE ASSOCIATION | 3 |
| | |
| ARTICLE V - DUTIES OF THE ASSOCIATION AND OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS | 3 |
| Section 1: Duties of Association | |
| Section 2: Association's power to limit rights of enjoyment | |
| Section 3: Right to enjoyment | |
| Section 4: Covenant to deed | |
| Section 5: Control of common areas | |
| Section 6: Rights subject to regulations | |
| | |
| ARTICLE VI - CLASSES OF MEMBERS AND VOTING RIGHTS | 5 |
| Section 1: Class A Membership | |
| Section 2: Class B Membership | |
| | |
| ARTICLE VII - ASSESSMENTS | 5 |
| Section 1: Duty of Owners to Association | |
| Section 2: Purpose of assessments | |
| Section 3: Annual assessments | |
| Section 4: Progressively increased assessments | |
| Section 5: Maximum increase assessments | |
| Section 6: Special assessments | |
| Section 7: Uniformity of Special assessments | |
| Section 8: Lien to secure assessments | |

| | |
|---|-----------|
| ARTICLE VIII - USES OF LAND | 7 |
| Section 1: Residential use limits | |
| Section 2: Areas limited for common use | |
| Section 3: Offensive activities | |
| ARTICLE IX - ARCHITECTURE AND LANDSCAPING | 7 |
| Section 1: General Requirement for Prior Approval | |
| Section 2: Architectural Review | |
| Section 3: Guidelines & Procedures | |
| Section 4: No Waiver for Future Approvals | |
| Section 5: Variances | |
| Section 6: Limitation of Liability | |
| Section 7: Enforcement | |
| ARTICLE X – MAINTENANCE AND REPAIRS | 10 |
| Section 1: Level of Maintenance Required | |
| Section 2: Owner’s Responsibility | |
| Section 3: LAKE OF THE WOODS Responsibility | |
| ARTICLE XI – EASEMENTS | 11 |
| ARTICLE XII - RIGHT TO ENFORCE | 12 |
| ARTICLE XIII - RIGHT TO ASSIGN | 12 |
| ARTICLE XIV - JUDGMENT CONCLUSIVE | 12 |
| ARTICLE XV – DURATION AND AMENDMENT | 13 |
| ARTICLE XVI – SEVERABILITY | 13 |
| ARTICLE XVII – LAKE RESTRICTIONS | 13 |
| Section 1: Lake Access by Owners of Non Lake Access Lots | |
| Section 2: Permitted Boats | |
| Section 3: Boat Docks | |
| Section 4: Walking Bridge Access | |
| Section 5: Dirt Removal | |
| Section 6: Shoreline Maintenance Easement | |
| Section 7: Liability | |
| Section 8: Rules and Regulations | |
| Section 9: Lake Maintenance | |
| Section 10: Lakeshore Maintenance by Lake Access Lot Owners | |
| Section 11: Private Dock Maintenance | |
| Section 12: Insurance | |
| Section 13: Withdrawal of Water from Lake Prohibited | |

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE OF THE WOODS**

PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKE OF THE WOODS, a non-platted residential addition to Edmond, Oklahoma County, State of Oklahoma ("these Declarations") as shown on Exhibit "A", previously executed on April 20, 2009 and filed of record on May 5, 2009 are herein **amended** as of this **3rd day of January, 2012**, by **HOOF TO HORN, LLC** ("Declarant"), an Oklahoma limited liability company existing under and by virtue of the laws of the State of Oklahoma.

WITNESSETH

WHEREAS, HOOF TO HORN, L.L.C., hereafter referred to as the "Declarant," is the owner of certain land and improvements in Oklahoma County, Oklahoma, which property is more fully described on the attached "Exhibit "A" and shown on the Plat attached as Exhibit "B", incorporated herein and made a part hereof for all purposes; and

WHEREAS, Declarant desires to submit the land and improvements constructed thereon to Oklahoma's Real Estate Development Act (Title 60 O.S. 1971, Sections 851-857, as amended).

NOW, THEREFORE, Declarant does hereby publish and declare that the land and its improvements are hereby subjected to the conditions, covenants, and restrictions herein set forth to be established upon the recording hereof, in accordance with and subject to the provisions of the Oklahoma Real Estate Development Act, and that the covenants, conditions, restrictions, use limitations, obligations, and provisions hereof shall be deemed to run with the land described on "Exhibit A" and shall be for the use and benefit to the Declarant, its successors and assigns, and to any person or entity acquiring or owning an interest in the land and improvements, or any person thereof, their grantees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE I – DEFINITIONS

The following words, when used in these Declarations or any Supplemental Declaration or Special Amendment (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to LAKE OF THE WOODS Association, Inc., a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Common Areas" shall mean all real property, whether improved or unimproved, owned, leased or controlled by the Association for the common use and enjoyment of the Members of the Association.

C. "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing at LAKE OF THE WOODS. Such standard shall be established initially by Declarant and may contain both objective and subjective elements. The Community Wide Standard may evolve as development progresses and as the needs and demands of LAKE OF THE WOODS change.

D. "Declarant" shall refer to HOOF TO HORN, LLC, an Oklahoma limited liability company, its successors or assigns.

E. "Design Guidelines" shall refer to the architectural, design, development and other guidelines standards, controls, and procedures, including but not limited to, application and review procedures, adopted and administered, as they may be amended.

F. "Fences" shall mean the following where the context so indicates:

(1) "Adjoining Fences" shall refer to two or more separate fences, which adjoin and are exposed to public view.

(2) "Common Area Fences" shall refer to any fence on a Lot, which is adjacent to, abuts, or borders any Common Area.

(3) "Association Fences" shall refer to any fence erected or placed on any Common Area or along easements.

G. "Frontage" or "Fronts" shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

H. "Lake" shall mean the body of water which is adjacent to Lots 6, 7 & 8 as shown on Exhibit "A".

I. "Lake Access Lots" shall mean Lots 6, 7 & 8 as shown on Exhibit "A" and any lots in future phases of LAKE OF THE WOODS that have a lot boundary which is the shoreline of the Lake.

J. "Lot" shall mean and refer to any numbered single-family residential lot shown on Exhibit "A" or in any future phases of LAKE OF THE WOODS, with the exception of the Common Areas.

K. "Reviewer" shall mean the body authorized to exercise architectural review.

L. "Unit" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and is intended for use and occupancy as a detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, each numbered lot shown on Exhibit "A", or any numbered lots in future phases of LAKE OF THE WOODS, with respect to any portion of the Properties, together with the structures, if any constructed thereon, as well as vacant land intended for further subdivision but shall not include Common Areas or property dedicated to the public.

M. "Member" shall mean and refer to every Person who holds membership in the Association as more fully set forth in Articles IV and VI of these Declarations.

N. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a Lot which is or may become a part of the Subdivision, or may be annexed to form a part of LAKE OF THE WOODS (as more fully provided in Section 1(P) of Article I of these declarations), including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

O. "Person" shall mean an individual, corporation, partnership, association, Limited Liability Company, trust or other legal entity, or any combination thereof.

P. The "Property" shall mean and refer to that certain real property described on Exhibit "A" hereof, and such additions thereto and other real property within the Subdivision as hereinafter defined as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

Q. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace.

R. The "Subdivision" shall mean all or any part of the Property described in Exhibit "A" attached hereto and incorporated herein by reference and all additional adjoining and non-adjoining property that Declarant may cause to be added to LAKE OF THE WOODS through reference of or incorporation by these Declarations.

The use of the foregoing defined words in the singular shall also be deemed to refer to the plural, and vice versa, when the context so requires.

ARTICLE II - INITIAL DEVELOPMENT

Section 1: This initial Declaration restricts only the Property. During its existence, the Association will include, as Members, every Owner within the Subdivision.

Each Member of the Association will be subject to its Articles of Incorporation, By-laws, rules and regulations, as from time to time are established and/or amended. The Common Areas which will be owned by the Association are shown on Exhibit "A" and could ultimately include other lands within the Subdivision which are not included on Exhibit "A".

Declarant shall have the right to incorporate Lot owners in future Phases of LAKE OF THE WOODS into the Association.

ARTICLE III - PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be initially held, transferred, sold, conveyed and occupied, subject to these Declarations is located in Oklahoma County, State of Oklahoma, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, together with any further additions that Declarant may later develop as more fully provided in Article II of these Declarations.

ARTICLE IV - MEMBERSHIP IN THE ASSOCIATION

Every Person who is a record Owner of a fee or undivided interest in any Lot shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of Lot shall be the sole qualification for membership in the Association.

ARTICLE V - DUTIES OF ASSOCIATION AND OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1: Duties of the Association. This Association does not afford pecuniary gain or profit, incidentally or otherwise, to the members thereof, and the specific purposes for which it is formed are:

- A. To maintain the following common areas owned by the Association or areas covered by easements granted to the Association :
 - i.) The landscaping and structural elements at the entrance on East 33rd Street; and
 - ii.) The entry gate and lighting at East 33rd Street; and
 - iii.) The asphalt entry road from East 33rd Street; and
 - iv.) The sprinkler system for the entry and along the asphalt entry road (Walking Woods Trail); and
 - v.) The lake; and

- vi.) The walking bridge; and
 - vii.) The trails (s) providing access to the lake; and
 - viii.) Any other Common Areas of the LAKE OF THE WOODS.
- B. To respond to violations of the Declaration of Covenants, Conditions and Restrictions for any Section of LAKE OF THE WOODS; and
 - C. To consider and address the issue of neighborhood security, e.g. a neighborhood watch program, a Security Patrol to the extent funds might be available, etc.; and
 - D. To promulgate rules and regulations for use of the lake and any other recreational common areas; and
 - E. To respond to matters of common interest concerning LAKE OF THE WOODS.

To accomplish the afore-mentioned objectives, the Association shall be authorized to:

- A. Exercise all the powers and privileges and perform all the duties and obligations of the Association necessary to accomplish the purposes for which the Association was formed; and
- B. To fix and collect Association dues, special assessments and to pay expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and
- C. To have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Oklahoma, by law, may now or hereafter have or exercise.

Section 2: Association's power to limit rights of enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of Members and to set and regulate the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.
- B. The right of the Association to suspend the voting rights and right to use of the Common Areas by a Member for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association's published rules and regulations.
- C. The right of the Association to enforce these Declarations and to enact and enforce rules and regulations concerning the use of the Common Areas. The power of enforcement set forth in this Paragraph C shall include the power of the Association to impose monetary fines (including daily assessment fines) upon Members for violations of said rules or of these Declarations provided, however, that said fines shall not be enforced ex-post facto and provided further that the Member against whom such fine or fines are assessed shall be given an opportunity for a hearing before the Association's Board of Directors to present evidence against a finding of violation by the Board of Directors. Such fines may be assessed, as foreclosable liens against the Lot owned by the fined Owner.

Section 3: Right to enjoyment. Any Owner may delegate his right of enjoyment of the Common Elements to members of his family, to invitees and to tenants who reside on the lot. The Declarant shall have the right of enjoyment of the common elements and may delegate its right of enjoyment of the common elements to its guests, employees and invitees. Larry Hare (builder of the lake in the Lake of the Woods) and his family shall have the right of enjoyment of the common elements for so long as he owns property on Red Hawk Ridge Road. Declarant shall have the right

to use the roads for purpose of accessing land being developed for a future phase of Lake of the Woods.

Section 4: Covenant to deed. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Areas as shown in the Exhibit "A" to the Association free and clear of all encumbrances and liens, upon the conveyance of the first Lot.

Section 5: Control of common areas. The Association shall control, maintain, manage and improve the Common Areas as provided in these Declarations and in its Articles of Incorporation and By-laws.

Section 6: Rights subject to regulations. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of the Members of each class provided, however, that the Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided, that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI - CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section 1: Class A Membership. The Class A members shall be those Owners of single Family residential Lots with the exception of the Developer, Hoof to Horn, L.L.C. Class members, when a class vote is required, shall vote as a class. Each class A member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 2: Class B Membership. The Developer shall be a Class B Member. The Class B Member shall be entitled to Six (6) votes for each Lot which it owns in a developed phase and Twenty (20) votes total for the adjacent land which it owns in an undeveloped phase. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A Membership exceeds the total votes outstanding in the Class B Membership; or
- B. On June 30, 2033; or
- C. If in its sole discretion Declarant so determines.

Notwithstanding the voting rights herein specified, for so long as the Developer, Hoof to Horn, L.L.C., is developing or plans to develop any section of LAKE OF THE WOODS the Developer shall be deemed to have a significant financial investment in LAKE OF THE WOODS. As a result of the Developer's financial investment, it has a significant commitment to see that LAKE OF THE WOODS retains its reputation as a quality development. For this reason, the Developer shall have the right to override any decision of the Association that the Developer, in its sole discretion, deems imprudent for the interest of LAKE OF THE WOODS and the Association shall be obligated to abide by the Developer's decision. This right shall not be subject to amendment.

ARTICLE VII - ASSESSMENTS

Section 1: Duty of Owners to Association. All Members of the Association, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other

conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments and charges; and (2) special assessments for capital improvements or repairs, to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection (including attorneys' fees) thereof, as hereinafter provided, shall be a charge on the land and may be evidenced by a continuing lien in favor of the Association upon each Lot against which each such assessment is made, and shall be superior to any homestead right or other exemption provided by law, which lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with or without power of sale. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligations and encumbrances contained in this Article VII of these Declarations shall touch and concern the land and shall pass to every Owner's successors in title. Class B Members shall not be obligated to pay either Annual Assessments or Special Assessments.

Section 2: Purpose of assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and community of the Members, and for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the maintenance of insurance thereon, repairs, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3: Annual assessments. Until January 1 of the year immediately following the filing of the Final Plat for LAKE OF THE WOODS, the annual assessments shall be

| Type of Member | Amount Per Year |
|---------------------------------------|------------------------|
| Class A (Lots 1-5) | \$1,000.00 |
| Class A – Lake Access Lots (Lots 6-8) | \$1,500.00 |
| Class B | \$ 0.00 |

The amount of annual assessment for the year of purchase shall be pro-rated from the date of purchase.

Section 4: Progressively increased assessments. From and after January 1 of the year immediately following the filing of the Final Plat for LAKE OF THE WOODS, the maximum annual assessment imposed on Class A Members may be increased up to 10% by the Association's Board of Directors effective January 1 of each year without a vote of the membership.

Section 5: Maximum increase assessments. From and after January 1 of the year immediately following the filing of the Final Plat for LAKE OF THE WOODS, the maximum annual assessment imposed upon the Members may be increased in a percentage greater than that established in Article VII, Section 4 by a vote of the general membership of the Association for the next succeeding year provided that any such charge shall have the assent of two-thirds (2/3) of the Members pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting.

Section 6: Special assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, as to all Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the fixtures and personal property related thereto; provided that any such assessment shall have the consent of at least one-half (1/2) of the Members pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60)

days in advance of the meeting setting forth the purpose of the meeting; provided further, that the maximum amount of any special assessment which may be assessed against any Member in any assessment year shall not exceed an amount equal to three times the annual dues assessed against said Members for the same year.

Section 7: Uniformity of special assessments. All Class A lot owners shall pay the same amount for any special assessments .

Section 8: Lien to secure assessments: The lien of the assessments provided for herein shall take priority over any lien or other security interest created by a real estate mortgage or mechanics' lien covering any Lot that is filed of record in the land records of Oklahoma County, State of Oklahoma subsequent to the filing of these Declarations. Sale or transfer of any Lot shall not affect the assessment or enforceability of any lien created by virtue of these Declarations.

ARTICLE VIII - USES OF LAND

Section 1: Residential use limits. All Lots within the Property may be used for single-family residence purposes only. No store or business, no gas or automobile service station, and no flat, duplex, condominium or apartment house, though intended for residence purposes, shall be erected or maintained on a Lot within the Property. Notwithstanding anything in the foregoing to the contrary, Declarant and its employees, representatives, agents and authorized builders, may maintain on any Lot, a business and sales office, model home or show units (including a business and sales office within a model home or show unit), and other sales facilities necessary or required until all of the Lots are sold by Declarant.

Section 2: Offensive activities. No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. Garage sales by an individual owner shall be considered a nuisance to the neighborhood and are prohibited. However, the operation of model homes or business and sales offices by Declarant or its employees, representatives, agents and authorized builders shall not be deemed to constitute a nuisance or annoyance.

ARTICLE IX - ARCHITECTURE AND LANDSCAPING

Section 1: General Requirement for Prior Approval: No structure shall be placed, erected, or installed on any portion of the Properties, no alterations of or additions to the existing landscaping, and no improvements (including staking, clearing, excavation, grading, and other site work, and exterior alteration of existing improvements) shall take place within the Properties except in compliance with this Article and the Design Guidelines. In addition to the construction of dwellings and other buildings, it is specifically intended that placement or posting of other structures on the exterior of any Unit or other portion of the Properties shall be regulated by this Declaration and the Design Guidelines and require the approval of the appropriate Reviewer.

Modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to this Article. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to Declarant's activities or to improvements to the Common Area by or on behalf of the Association.

Section 2: Architectural Review:

(a) By Declarant. Until 100% of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to exercise architectural review under this Article. There shall be no prior surrender of this right except as provided in this Section. Each Owner or occupant, by accepting any interest in any portion of the Properties, acknowledges that,

as the developer and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve and enhance the general plan of development for LAKE OF THE WOODS and do not impair the Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article ("Work") shall be commenced unless and until the Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or its designee.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of LAKE OF THE WOODS and or any real property adjacent to LAKE OF THE WOODS, unless earlier terminated in a written instrument executed and recorded by Declarant in the Official Records.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Additionally, Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an Architectural Review Committee appointed by the Board (the "ARC"). Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters hereunder. The ARC, when appointed, shall consist of at least three but not more than seven persons who shall serve and may be removed and replaced in the Board's discretion. Members of the ARC need not be Members of the Association or representatives of Members, whose compensation, if any, shall be established from time to time by the Board.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Fees; Assistance. For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

Section 3: Guidelines and Procedures.

(a) Design Guidelines. Declarant has prepared or shall prepare the initial Design Guidelines, which shall apply to construction and landscaping activities within the Properties. The Design Guidelines shall contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon location, unique characteristics, intended use, the Master Plan, and any other applicable zoning ordinances. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Reviewer, and compliance with the Design Guidelines does not guarantee approval of any application.

As long as it owns any portion of the Properties, Declarant shall have sole authority to amend the Design Guidelines from time to time in its discretion. Thereafter, the ARC shall have authority to amend the Design Guidelines with the Board's consent. Amendments to the Design Guidelines shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines. Declarant is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive in whole or in part.

The Association shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties and all such Persons shall conduct their activities in accordance with such Design Guidelines. In Declarant's discretion, the Design Guidelines may be recorded in the Official Records, in which event the recorded version as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

All structures and improvements constructed upon a Unit shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans for such improvements are submitted to the Reviewer, unless the Reviewer has granted a variance in writing. So long as the Reviewer has acted in good faith, its findings and conclusions with respect to appropriateness of, applicability of, or compliance with the Design Guidelines and this Declaration shall be final.

(b) Procedures. Prior to commencing any activity within the scope of this Article, an Owner shall submit an application for approval of the proposed work to the Reviewer. Such application shall be in the form required by the Reviewer and shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, fencing, utility facilities layout and screening and/or fencing therefore, and other features of proposed construction, as required by the Design Guidelines and as applicable. The Reviewer may require submission of such additional information as it deems necessary to consider any application.

In reviewing each submission, the Reviewer may consider whatever reasonable factors it deems relevant, including, but not limited to, visual and environmental impact, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and architectural merit. Decisions may be based purely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. Approval by the Reviewer shall be required prior to pursuing or gaining any required approvals from the local governing bodies.

The Reviewer shall within 30 days after receipt of a completed application and all required information respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for

curing any objections. In the event the Reviewer fails to advise the submitting party by written notice within the period specified, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines and Community Wide Standard unless a variance has been granted. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within 120 days of such approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to resubmit the Plans to the Reviewer for reconsideration. Extensions of the 120 commencement period are allowed with Review approval. If construction is not completed on a project for which Plans have been approved within the period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn and such incomplete construction shall be deemed to be in violation of this Article.

Section 4: No Waiver of Future Approvals. Each Owner acknowledges that members of the Reviewer will change from time to time and that interpretation, application, and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. Should the Reviewer permit nonconforming improvements through hardship or error, it shall not be construed as a waiver of future enforcement rights or permission for future noncompliance.

Section 5: Variances. The Reviewer, whether it be the Declarant or the Architectural Review Committee, shall be authorized to grant a variance from any restriction herein contained. Neither the Declarant nor the Architectural Review Committee shall be liable for any variance granted or any approval, disapproval or failure to respond to a particular request.

Section 6: Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and Declarant, the Association, the Board, the ARC, or any member of the foregoing, shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or for ensuring compliance with building codes and other governmental requirements. Declarant, the Association, the Board, the ARC, or any member of any of the foregoing shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the ARC and its members shall be defended and indemnified by the Association as provided in the By-Laws.

Section 7: Enforcement. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. The Association shall be primarily responsible for enforcement of this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it owns any portion of the Properties shall be authorized to exercise any enforcement rights which could have been exercised by the Association.

ARTICLE X - MAINTENANCE AND REPAIRS

Section 1: Level of Maintenance Required. LAKE OF THE WOODS shall be maintained in a manner consistent with the Community Wide Standard and all applicable covenants. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed as well as such other duties, including irrigation, as the Board may

determine necessary or appropriate to satisfy the Community Wide Standard. As long as it owns any property described on Exhibit "A" or until it earlier determines, Declarant and, thereafter, the Board, may establish a higher Community Wide Standard for portions of the Properties that are environmentally sensitive or that provide a greater than usual aesthetic value and may require additional maintenance for such areas to reflect the nature of such property.

Notwithstanding anything to the contrary contained herein, the Association, any Owner, or any other entity responsible for the maintenance of a portion of the Properties shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 2: Owner's Responsibility. Each Owner shall maintain his or her Unit in a manner consistent with the Community Wide Standard and all applicable covenants and Use Restrictions, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. Owners shall be responsible to maintain the sidewalks and landscaping in the public right of way located on the front of the Unit. Owners shall maintain all landscaping installed on the Unit by the Builder.

The owner of each Lake Access Lot shall have full responsibility for maintaining the shoreline of the Lake adjacent to said owner's lot. Owner agrees to maintain in such a manner that the appearance is always pleasing and acceptable to Declarant. The owners of Lots 6 & 7 shall also have the responsibility of maintaining their entire lots including the walking easement bordering the Lake.

In addition to any other enforcement rights provided for in the Governing Documents, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess the Owner all costs incurred. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 3: LAKE OF THE WOODS Responsibility. By Supplemental Declaration or upon Board resolution, Owners of Units within LAKE OF THE WOODS shall be responsible for paying through Association Assessments the costs of operating, maintaining, and insuring certain portions of the Area of Common Responsibility within LAKE OF THE WOODS. This may include, without limitation, costs of maintaining any signage, entry features, right-of-way, and open space between the Units within the Association and adjacent public roads and private streets within LAKE OF THE WOODS, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.

The Association may, but shall not be obligated to, assume maintenance responsibility for property within LAKE OF THE WOODS, in addition to any property which the Association is obligated to maintain by this Declaration or any Supplemental Declaration, either by agreement with the Association or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community Wide Standard. All costs of such maintenance shall be assessed as a Special Assessment against Units within LAKE OF THE WOODS to which the services are provided.

ARTICLE XI - EASEMENTS

Declarant reserves the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained, in and on the Common Areas and the areas indicated on any plat of an area within the Subdivision as easements, sewer and other pipeline conduits, poles and wires, and any other method of conducting or performing any quasi-public

utility 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.

Blanket Easements for Utilities or Police, Fire, Etc., For Maintenance and Repair to Common Elements. There is hereby created a blanket easement in, on, through, upon, across, over and under all of the Common Elements for ingress and egress, installation, replacement, repair and maintenance of all Common Element improvements and all utilities, including, but not limited to, sprinklers, roads, water, sewer, gas, cable, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the electrical and/or telephone company providing service to erect and maintain the necessary poles, underground lines, and other necessary equipment on said Common Elements and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across and under the roof and exterior walls of the buildings, if any, upon the Common Elements. An easement is further granted to all police, fire protection and ambulance personnel, and all similar persons to enter upon the Common Elements in the performance of their duties.

Further, an easement is hereby granted to the Declarant and to the Association to enter in, onto, above, across or under the Common Elements and any Lot to perform the duties of improvement, maintenance and repair to the Common Elements. For example, via this blanket easement, the Declarant or the Association shall have the right to enter upon any Lot for the purpose of repairing roads, sprinkler systems, etc.

Notwithstanding anything contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Elements except as approved by Declarant or the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement, Declarant or the association may grant such an easement to the Common Elements by a separate recorded instrument without conflicting with the terms hereof and without consent of the Owners being required. The easements provided for in this paragraph shall in no way affect any other recorded easement to said Common Elements.

The Owner of any Lot abutting the Common Areas who must, in order to avail himself or herself of utilities, enter and/or cross a 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 Common Area so entered and/or crossed to its original condition, at the sole expense of the Owner.

ARTICLE XII - RIGHT TO ENFORCE

The restrictions contained in these Declarations shall run with the land, touch and concern the land, and bind the Owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owners of the Lots, their successors and assigns, and with each of them, to conform to and to observe and follow these Declarations. The Association, or any Owner, shall have the right to sue for and obtain an injunction, or for prohibitive or mandatory relief, to prevent the breach of these Declarations or to enforce the restrictions contained in these Declarations, or to seek damages for the violation of the restrictions contained in these Declarations. Failure or refusal by the Association to act to correct, prevent or seek compensation for any violation of the restrictions contained in these Declarations shall in no event be deemed a waiver of the right to do so thereafter, irrespective of the number of violations. No cause of action shall accrue against the Association or against Declarant or its agents in the event of the invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof. This Article XII of these Declarations may be pleaded and shall stand as a full bar to the maintenance of any litigation brought against Declarant or the Association for the failure or invalidity of any provision of these Declarations, or for failure or refusal of the Association or Declarant to enforce a provision hereof.

ARTICLE XIII - RIGHT TO ASSIGN

Declarant may assign or convey to any Person any or all of the rights, powers, reservations, easements, exemptions and privileges reserved to Declarant in these Declarations, and upon the making of such assignment or conveyance, Declarant's assigns or grantees may, at their option, exercise, enforce, transfer or assign all or any such rights, reservations, easements and privileges, at any time or times in the same way and manner that Declarant may under this Article XIII.

ARTICLE XIV - JUDGMENT CONCLUSIVE

Until such time as the Class "B" membership expires, all decisions made by Declarant under the authority conveyed or reserved to it by these Declarations shall in all cases be final and conclusive, and its judgment and determination thereof shall be final and binding on all Owners.

ARTICLE XV – DURATION AND AMENDMENT

Except where otherwise provided for in these Declarations, all of the restrictions set forth herein shall continue and be binding upon Declarant and all Owners, and upon their successors, assigns and grantees, for a period of twenty-one (21) years from the date of this instrument, and shall automatically be extended thereafter for successive periods of ten (10) years. So long as the Class B membership remains in existence, a majority vote of the combined Class A and Class B votes shall be required to amend or vacate these Declarations. After the termination of the Class B membership, the Owners of three-fourths (3/4) of the Lots may by a written instrument signed by all of such Persons, vacate, amend or modify all or any part of these Declarations. Any such amendment must be filed of record in the land records of Oklahoma County, State of Oklahoma to be effective.

ARTICLE XVI - SEVERABILITY

Invalidation of any provision of these Declarations by a court, tribunal or federal or state municipal authority shall in no way affect or invalidate any other provision of these Declarations, all of which shall remain in full force and effect.

Anything in Article XVI of these Declarations to the contrary notwithstanding Declarant hereby reserves and is granted the right and power to record a special amendment to these Declarations at any time and from time to time which amends these Declarations (I) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Department of Veteran's Affairs, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots or improvements thereon. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute, and record special amendments in accordance with this Article XVII. No special amendment made by Declarant shall affect or impair the lien of any first mortgage upon a lot or any warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

ARTICLE XVII – LAKE RESTRICTIONS

Section 1: Lake Access by Owners of Non Lake Access Lots. Notwithstanding anything herein to the contrary, all lot owners in the development shall be permitted to use the lake in accordance with the rules promulgated by the Home Owners Association. Lot owners without direct access to the Lake shall use the road easement between Lots 7 & 8 as shown on Exhibit "A" The 50' Access walking bridge easement on the lakeside of Lots 6 & 7 as shown on Exhibit "A" shall be used only for walking and shall not be used to launch boats or otherwise access the Lake.

Section 2: Permitted Boats. The lake, which is to be owned by the Home Owners Association, is intended to be a fishing and swimming lake. Only small boats with electric motors, sail boats, kayaks, canoes, paddle boats, etc. shall be allowed.

Section 3: Boat Docks. Lake Access Lot owners shall be allowed to have a small boat dock on the lake which shall be designed and constructed per Architectural Review Committee ("ARC") guidelines. The exterior material shall be harmonious in style and appearance with the Lake of the Woods Community as determined in the sole discretion and opinion of the ARC.

Section 4: Walking Bridge Access: The walking easement on the lakeside of Lots 6 & 7 as shown on Exhibit "A" shall be used to access the Walking Bridge for walking around the lake.

Section 5: Dirt Removal. No construction, filling, dredging or changing of the shoreline slope shall be allowed within the boundaries of any Lake, Common Area or shoreline easement area without the prior written approval of the Association.

Section 6: Shoreline Maintenance Easement. In addition to any easements shown on Exhibit "A", there shall be a twenty (20) foot easement in favor of the Association across each Water Access Lot commencing at the lake lot line and running parallel thereto for the entire width of the lot, for the purposes of installing, replacing, repairing and maintaining all shorelines, structures, slopes and other items necessary for the operation and maintenance of the Lake. Additionally, where duly authorized decks or boat docks are situated within this easement, the easement is extended so as to provide a ten (10) foot wide clear passage along the shoreline and enabling passage of maintenance equipment around said duly authorized decks or boat docks. Water Access Lot owners may not construct, build or place any structure, fence or hedge which would inhibit or impede Declarant or Association's access through this shoreline maintenance easement.

Section 7: Liability. Neither Declarant, Association nor any of their officers, directors, shareholders, agents or employees shall be liable to any owner or any occupant of the residential unit, or any person upon or using the Lake for any personal injury, including death, property damage or any other claim caused by or resulting from the Lake, or the use of the Lake by any person, or the use of any facilities, including but not limited to, docks, bridges, boats or other personal or real property or fixtures which are located or constructed in or upon or used in connection with such Lake or Common Areas. Neither Declarant, Association nor any contracted company authorized by Declarant or Board to perform maintenance or repairs to the real or personal property located in the Common Area or easements referred to in this Declaration or any other supplemental declarations shall be liable for any damages done by them or their assigns, agents or employees to any fences, shrubbery, trees, flowers, decks, docks, boat docks or any other property of the owner situated on the property.

Section 8: Rules and Regulations. The Association shall have the right to promulgate rules and regulations from time to time regarding the safe and orderly use of the Lake and all facilities and personal property applicable to the Lake and Common Area. All of said rules and regulations shall be binding up each Owner, each Owner's guests, invitees and tenants, and any other person or entity upon or using any portion of the Lake or Common Area. It shall be the responsibility of the lot owner to train each guest in the proper and safe usage of the Lake and

Common Areas. All guests must be accompanied by an Owner during all times of usage of the Lake and Common Areas. Each Lot owner is responsible for all actions of his/her guests and for any and all damages caused by the actions of his/her guests.

Section 9: Lake Maintenance. The Association, its agents, employees, representatives or assigns shall have a right to enter upon, in, on or over any decks, docks or boat docks or any Common Areas for the purpose of inspecting, maintaining, repairing, rebuilding, replacing, securing, preserving or improving any shoreline or other boundary between the Lake and the property adjoining it, including without limitation, in performance of any such services upon any pilings, cables or other structures incident thereto.

Section 10: Lakeshore Maintenance by Lake Access Lot Owner. The owner of each Lake Access Lot shall have full responsibility for maintaining the shoreline of the Lake adjacent to said owner's lot. Owner agrees to maintain in such a manner that the appearance is always pleasing and acceptable to Declarant. The owners of Lots 6 & 7 shall also have the responsibility of maintaining the walking easement on the shoreline of their Lots.

Section 11: Private Boat Dock Maintenance. The Water Access Lot owners shall be responsible for maintaining their boat dock in an attractive manner, and free of litter, fishing poles, ropes, buckets, etc.

Section 12: Insurance. The Association shall have authority to obtain the following insurance for the Property:

A. Insurance on any building or improvement against loss or damage by fire or any other risks in any amounts deemed necessary by the Association.

B. Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Lot owner. This insurance shall have a policy limit of not less than One Million Dollars (\$1,000,000).

C. Worker's Compensation Insurance as may be necessary to comply with applicable federal, state, and local laws.

D. Employer's liability insurance in such amounts as the Association deems desirable and appropriate.

Section 13: Withdrawal of Water from Lake Prohibited. Lot owners shall be prohibited from withdrawing water from the lake for the purpose of watering their yards or for any other purpose.

IN WITNESS WHEREOF, DECLARANT has set its hand and seals this on the date above written.

HOOF TO HORN, LLC
Russell W. Palmer, Manager

ACKNOWLEDGMENT

Before me, the undersigned Notary Public in and for said County and State, on the 3rd day of January, 2012 personally appeared Russell W. Palmer, Manager of HOOF TO HORN, LLC, an Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker hereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public

My Notary Expires on: _____
My Notary Number is: _____



oklahoma city: P 405.842.0363 F: 405.842.0364
2832 w. wilshire blvd. okc. ok 73116
broken arrow: P 918.286.7586 F: 918.286.7749
1201 east lansing street broken arrow, ok 74102
web: www.coonengineering.com

“ EXHIBIT “
LEGAL DESCRIPTION
OF
A Part of the Southeast Quarter
Phase 1 Exterior Property Boundary

A part of the Southeast Quarter (SE/4) of Section Six (6), Township Thirteen (13) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, said part being more particularly described as follows:

Basis of Bearing is North 89°32'18" West, being the South boundary line of said Southeast Quarter (SE/4).

Beginning at the Southeast Corner of said Southeast Quarter (SE/4); thence North 89°32'18" West along the South line of said Southeast Quarter (SE/4) a distance of 795.67 feet; thence North 00°27'42" East a distance of 75.00 feet; thence North 24°10'01" East 75.00 feet; thence North 24°10'01" East a distance of 87.69 feet; thence North 07°54'18" West a distance of 63.17 feet to a point on a non-tangent curve to the left; said curve having a radius of 448.29 feet, a central angle of 06°29'41", a chord bearing of South 82°05'42" West, and a chord distance of 50.79 feet, and an arc length of 50.81 feet; thence North 15°48'53" East a distance of 59.91 feet to a point on a tangent curve to the right; said curve having a radius of 611.60 feet, a central angle of 10°30'51", a chord bearing of North 74°11'07" East, and chord distance of 112.08 feet, and an arc length of 112.23 feet; thence North 06°00'55" East a distance of 134.39 feet; thence North 12°28'37" West a distance of 112.76 feet; thence North 00°37'28" East a distance of 60.71 feet; thence North 12°05'14" West a distance of 79.06 feet; thence North 77°54'46" East a distance of 30.00 feet; thence North 18°59'42" East a distance of 76.18 feet; thence North 05°09'56" East a distance of 333.96 feet; thence North 88°37'17" East a distance of 38.59 feet; thence South 66°57'05" East a distance of 56.09 feet; thence South 87°00'23" East a distance of 89.25 feet; thence South 87°00'23" East a distance of 156.01 feet; thence South 51°52'47" East a distance of 91.96 feet; thence South 69°58'33" East a distance of 77.40 feet; thence South 87°57'59" East a distance of 30.03 feet; thence South 63°00'54" East a distance of 26.71 feet; thence South 89°32'20" East a distance of 30.00 feet; thence South 00°19'39" West a distance of 73.82 feet; thence South 51°48'31" East a distance of 175.52 feet; thence South 74°33'03" East a distance of 87.00 feet; thence South 00°43'51" East along the East line of said Southeast Quarter (S/E/4) a distance of 903.00 feet to the **Point of Beginning**. Area containing 849,835.4365 square feet or 19.51 acres, more or less.

Bryan E. Coon, RLS #1276
Coon Engineering, Inc.
02- Oct. 2008
jlh

F:\CAD\IPAL70960\LEGALS\70960LGL-04.DOC

