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DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 ON THE COVES AT BIRD ISLAND, BLOCK ONE

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 SAN FIELDS County Clerk
 By J. K. [Signature] Deputy

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE COVES AT BIRD ISLAND, BLOCK ONE

THIS DECLARATION of Covenants, Conditions and Restrictions of The Coves at Bird Island, Block One, a subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof, is made the 10th day of November, 1981, by Grand Bluffs Development Company, a general partnership (hereinafter "Grantor").

RECITALS

A. Grantor is the owner of the real property located on the shores of Grand Lake in the County of Delaware, State of Oklahoma, which is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, which described real property is hereinafter referred to as "Block One".

B. Grantor desires to create thereon a planned community characterized by a living architectural style which springs from the philosophy that individuals can live in and with nature with a minimum of intrusive effect, and where residents and visitors will be insured the full enjoyment of the natural advantages of the area through careful planning which will foster controlled, individual expression within the environment.

C. Grantor desires to serve both public and private interests by encouraging a beneficial land use which will retain the unique beauty of the land and create an atmosphere enriching the spirit of its participants by providing for the preservation of the lakeside environment for the present and future enjoyment of all; by providing for enhancement of the property values, amenities and opportunities in said community.

D. Block One is an area of distinctive terrain. It is the desire and intent of Grantor to create a community in which such beauty shall be substantially preserved and, for the enjoyment and convenience of the persons living in Block One, enhanced by the installation and operation of common areas, recreational and limited business and commercial facilities. These covenants, conditions and restrictions, all of which are hereinafter included in the term "Declaration", are intended to secure such objectives.

DECLARATION

NOW, THEREFORE, Grantor hereby declares that Block One is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of, and the same constitute, a general plan for the subdivision, ownership, improvement, sale, use and occupancy of Block One, and to enhance the value, desirability and attractiveness of Block One. This Declaration shall run with Block One and all parts thereof, shall be binding upon all persons having or acquiring any interest in Block One or any part thereof; shall inure to the benefit of and be binding upon every part of Block One and every interest therein; and shall inure to the benefit of, be binding upon, and be enforceable by Grantor, its successors in interest, each Owner and his successors in interest and the Local Association and their successors in interest as hereinafter more specifically set forth.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

ARCHITECTURAL COMMITTEE (hereinafter sometimes "Committee") shall mean the Architectural Control Committee having jurisdiction over Block One as further provided for in Article VII hereof.

ARCHITECTURAL COMMITTEE RULES (hereinafter sometimes "Committee Rules") shall mean the rules adopted by the Architectural Committee pursuant to Section 7.03 hereof, which Rules shall apply to the Owners and property within Block One.

ARTICLES shall mean the Articles of Incorporation of the Local Association which has been or will be filed in the office of the Secretary of State of the State of Oklahoma, as the same may from time to time be amended.

ASSESSMENTS shall mean assessments of either the Master Association or the Local Association.

ASSOCIATION shall mean the Local Association.

ASSOCIATION RULES shall mean the rules adopted by the Board of Directors of the Local Association pursuant to Section 6.06(E) hereof, as they may be amended from time to time.

BENEFICIARY shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

BLOCK ONE shall mean the real property described on Exhibit "A" attached hereto.

BOARD shall mean the Board of Directors of the Local Association.

BYLAWS shall mean the Bylaws of the Local Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

COMMERCIAL SITE shall mean any unit of land, whether or not improved, which is designated for Commercial Use by Grantor. If such COMMERCIAL SITE is shown on a recorded Subdivision plat or replat, its size and dimensions shall be as shown thereon; and if such COMMERCIAL SITE is not shown on a recorded Subdivision plat, its size and dimensions shall be established by the legal description in the original recorded conveyance from Grantor to the first fee owner thereof. A COMMERCIAL SITE may also be established as such by Grantor by a recorded instrument wherein Grantor designates a unit of land as a COMMERCIAL SITE.

COMMERCIAL USE shall mean any governmental, professional, office, business, business park, eleemosynary, recreational, trade, or industrial use, including any activity involving the offering of goods or services.

COMMON AREA shall mean the roads and streets located in Block One and all other areas of land shown on any Recorded Subdivision Plat or Replat of The Coves as Common Area or as hereinafter described in this Declaration as Common Area.

THE COVES shall mean Block One and any additional property that is added to the Master Association Declaration as provided for therein.

THE COVES RESTRICTIONS shall mean this Declaration together with the Master Association Declaration as this Declaration or said Master Association Declaration may be amended from time to time, together with the Local Association Rules from time to time in effect, and the Articles and Bylaws of the Local Association from time to time in effect.

DEED OF TRUST shall mean a mortgage or deed of trust, as the case may be.

GRANTOR shall mean Grand Bluffs Development Company, a general partnership, and any successor or assign who acquires substantially all of the assets of Grand Bluffs Development Company.

IMPROVEMENT shall mean every structure and all appurtenances

thereto of every type and kind including, but not limited to, buildings, outbuildings, patios, tennis courts, swimming pools, boats, docks, garages, fences, screening walls, retaining walls, stairs, decks, walks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electricity, telephone, regular or cable television, or other utilities.

LAKE FRONT LOT shall mean the following Lots in Block One: Lots 4, 5, 6, 13, 14, 15, 16, 22, 23, 24, 25, 33, 34, 35, 36, 37, 38, 39, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 72, 73, 77, 78, 82, 83, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 106, 107, 108 and 109.

LOCAL ASSOCIATION shall mean the Southern Property Owners Association formed as a non-profit Oklahoma corporation which shall have jurisdiction within The Coves for purposes of enforcing The Coves Restrictions.

LOT shall mean any unit of land which is designated on any recorded subdivision plat or replat, whether or not improved, for a single-family residence.

MASTER ASSOCIATION shall mean the master association for The Coves formed as a non-profit Oklahoma corporation which shall operate and control Recreation and Open Use Areas, Water Sites and Water Facilities, Central Security Facilities, Streets and other Common Areas as designated by Grantor and provide the services provided for in the Master Association Declaration.

MASTER ASSOCIATION DECLARATION shall mean the Declaration filed simultaneous with this Declaration creating the Master Association and setting forth the obligations, responsibilities and duties of said Master Association.

MEMBER shall mean any person who is a member of a Local Association pursuant to Section 6.03 hereof.

MORTGAGE shall mean any mortgage or deed of trust given to secure the payment of a debt.

NOTICE AND HEARING shall mean ten days' written notice given as in Section 9.03 provided and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

OWNER shall mean (1) the person or persons, including Grantor, holding an aggregate fee simple interest in a unit of land or, as the case may be, (2) the purchaser of an aggregate fee simple interest in a unit of land under an executory contract of sale.

PERSON shall mean a natural individual or any other entity with the legal right to hold title to real property.

PLANS shall mean any and all documents designed to guide or control the Improvement or other proposal in question, including but not limited to those indicating size, shape, configuration or materials including septic tank design and location, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans (drawn to scale), specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, survey of the lot pinned at all corners, and all other documentation or information relevant to the Improvement or proposal in question.

RECORD, RECORDED, AND RECORDATION shall mean, with respect to any document, the recordation of such document in the office of the Clerk and Recorder of the county wherein the land lies.

RECREATION AND OPEN SPACE shall mean all areas designated by Grantor which are deeded or intended to be deeded to the Master

Association to be held by it for recreational purposes for the benefit of all members of the Master Association; provided, however, that access to any area of facility may be limited to dues-paying members, subject to fees and other charges, or otherwise conditioned or restricted, and made available to nonmembers, all on such terms and conditions as either the Master Association Board of Directors or Grantor may determine.

SUBDIVISION shall mean a parcel of land which has been shown on a recorded Subdivision plat or replat.

ARTICLE II DEVELOPMENT OF BLOCK ONE: ANNEXATION

SECTION 2.01 Subdivision and Development by Grantor. Grantor intends to divide Block One into several areas, to develop some of said areas and, at Grantor's option, to dedicate some of said areas as Common Areas or for other purposes for the benefit of the developed areas or Grantor. It is contemplated that Block One will be developed so that each portion thereof will benefit each other portion and the whole thereof as Grantor so determines.

SECTION 2.02 Annexation. Grantor, and other Persons with Grantor's written consent, may at any time and from time to time add to the lands which are subject to this Declaration any other lands immediately adjacent to or within the immediate vicinity of land described in Exhibit "A". Except as provided in paragraph (D) of this Section 2.02, upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Section 2.02, the covenants, conditions and restrictions contained in this Declaration, as modified or limited by Grantor, shall apply to the added land in the same manner as if it had been originally included in Exhibit "A" to this Declaration and the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration except to the extent, if any, that Grantor modifies the term of this Declaration.

The Notice of Addition of Land referred to hereinabove shall contain the following provisions:

- (A) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall apply to the added land as set forth herein, except as expressly modified by the terms of the Notice of Addition of Land;
- (C) An adequate legal description of the added land; and
- (D) Grantor's written consent if the land being added to this Declaration is not then owned by Grantor. As part of such written consent, Grantor may agree with the Person who owns such land as to the terms and conditions upon which Grantor will exercise its rights and duties, as Grantor under this Declaration, with respect to such added land. Such terms and conditions may provide for joint exercise, as to such added land, of Grantor's said rights and duties.

ARTICLE III GENERAL RESTRICTIONS

All real property within Block One shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

SECTION 3.01 Antennas. Except for any which may, at Grantor's option, be erected by Grantor or Grantor's designated representatives, no exterior radio or television antenna or aerial shall be erected or maintained in Block One without the prior written approval of the Architectural Committee.

SECTION 3.02 Insurance Rates. Hoarding shall be done or kept in Block One which will increase the rate of insurance on any Lot or any Association Property without the approval of the Board, nor shall anything be done or kept in Block One which would result in the cancellation of insurance on any Lot or any Association Property or which would be in violation of any law.

SECTION 3.03 Further Subdividing. No Lot, Common Area or Commercial Site shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Grantor is the Owner thereof, Grantor may further divide and subdivide any Lot or Commercial Site, convey any easement or other interest less than the whole, all without the approval of the Architectural Committee; and provided, further, that nothing herein shall be deemed to require the approval of the Architectural Committee for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust.

SECTION 3.04 Signs. No sign of any kind (including, but not limited to, "For Sale" signs) shall be displayed to the public view unless such sign has been approved by the Architectural Committee. The Architectural Committee may adopt design criteria for any type of signs that it approves for use in Block One. No flashing or moving signs shall be permitted in Block One.

SECTION 3.05 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Block One and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

SECTION 3.06 Repair of Improvements. No Improvement hereafter constructed upon or attached to any land within Block One, including, but not by limitation, any private boat docks, shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

SECTION 3.07 Improvements and Alterations. There shall be no construction, other than repairs pursuant to Section 3.06 above, excavation, dredging or alteration which in any way alters the present contour of the land or the exterior appearance of any Improvement, and there shall be no removal of any Improvement without the prior approval of the Architectural Committee.

SECTION 3.08 Drainage. There shall be no interference with the established drainage patterns over any property within Block One except by Grantor, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

SECTION 3.09 Hazardous Activities. No activities shall be conducted on any property and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property, no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace or except such campfires or picnic fires in the portions of Recreation and Open Space areas designated for such use by Grantor, or by the Master Association Board as to Association Property.

SECTION 3.10 Temporary Structures. No tent, shack, storage shed or other temporary building, improvement or structure shall be placed upon any property; except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Grantor, such approval to include the nature, size and location of such structure.

SECTION 3.11 Septic Systems. Any septic system constructed within Block One must be approved in writing by the Architectural Committee and approved by the appropriate governmental authorities having jurisdiction over septic systems. Each Owner shall be responsible for maintenance and repair of its own septic system.

SECTION 3.12 Mailboxes. Only mailboxes meeting the design standards of the Architectural Committee shall be permitted and such mailboxes shall be located in areas designated by the Architectural Committee, except for mail depositories which are the property of the United States Post Office Department.

SECTION 3.13 Vehicles. The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs and snow-mobles, shall be subject to Association Rules, Block One and which may also provide parking regulations and adopt other rules regulating the same.

SECTION 3.14 Removal of Trees. No trees shall be removed without the approval of the Architectural Committee. Unauthorized removal shall subject the Owner to a fine per tree in an amount from time to time established by the Local Association Board which shall be considered an Assessment against such Owner's property with all the rights for collection thereof as provided for in Article VIII hereof.

SECTION 3.15 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by any Owner (including Grantor) upon property within Block One provided that when completed, such Improvements shall in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto; and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

SECTION 3.16 Exemption of Grantor. Notwithstanding anything in this Declaration to the contrary, neither Grantor nor any of Grantor's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee or the Association Board. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Grantor to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing, anywhere within Block One.

SECTION 3.17 Assignment by Grantor. Any other provision of this Declaration to the contrary notwithstanding, Grantor may assign in whole or in part any of its privileges, exemptions, rights and duties under this Declaration to any other Person and may permit the participation in whole or in part by any other Person in any of its

privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Grantor may exempt any Person from the control and jurisdiction of the Architectural Committee or the Association Board.

SECTION 3.18 Violation of The Coves Restrictions. There shall be no violation of any of The Coves Restrictions. If any Owner or his family or any guest, licensee, lessee or invitee of such Owner or his family violates The Coves Restrictions, the Local Association Board may invoke any one or more of the following remedies: (a) impose a special charge upon such Owner in an amount determined from time to time by the Board for each violation which charge shall be considered an Assessment against such Owner's property with all the rights for collection thereof as provided for in Article VIII; (b) suspend the right of such Owner and his family, guests, licensees, lessees and invitees to use the Association Property under such conditions as such Board may specify, for a period not to exceed thirty days for each violation; (c) cause the violation to be cured and charge the cost thereof to such Owner, which charge shall be considered an Assessment against such Owner's property with all the rights for collection thereof provided for in Article VIII; and (d) obtain injunctive relief against the continuance of such violation. Before invoking any such remedy, the Board shall give such Owner Notice and Hearing except that the Board may suspend the right of any Owner and his family, guests, licensee, lessees and invitees to use Association Property after Notice has been given but before the Hearing and final determination by the Board.

ARTICLE IV PERMITTED USES AND RESTRICTIONS - RESIDENTIAL AREAS

SECTION 4.01 Residential and Common Areas. Lots 1 through 114 of Block One shall be improved and used solely for residential use exclusively for detached single family residences with no more than one living unit on each platted lot; except that any Common Areas shall be used for the purposes provided for herein or in the Master Association Declaration; and except that, as to any specific area, Grantor (or the Board if delegated by Grantor) may, in its sole and absolute discretion, permit other Improvements and uses by so providing in a recorded instrument with respect to such specific area.

SECTION 4.02 Improvements and Use. Except as provided in Section 4.01 hereof, no Lot shall be improved or used except by a dwelling or structure designated to accommodate no more than a single family and its guests, plus an attached garage, and such other Improvements as are necessary or customarily incident to a single-family residence and not prohibited hereby.

SECTION 4.03 Residential Use; Rentals. No residence on any Lot shall be used for any purpose other than single-family residential purposes. However, nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short or long-term basis subject to all the provisions of The Coves Restrictions.

SECTION 4.04 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No animals of any kind shall be raised, bred or kept on any Lot except dogs, cats or other ordinary household pets, but in any event, there shall be no more than three (3) household pets on any Lot. No poultry may be kept on any Lot. All animals shall be on leash when at large.

SECTION 4.05 Unsightly Articles. No unsightly article shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or

maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure; refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view; and liquid propane gas, gasoline, oil and other exterior tanks shall be kept within an enclosed structure and permanently screened from view in a manner approved by the Architectural Committee for that area.

SECTION 4.06 Sewer, Water, Security, Streets and Green Belt Areas.

(A) Sewer System. Each owner of a Lot or Commercial Site shall provide for the construction and maintenance of its own septic system for the disposal of sewage which system must be approved by the Architectural Committee and the appropriate governmental authority prior to construction of any Improvements by any such Owner.

(B) Water System. The Grantor hereby undertakes and agrees to build and cause to be built a water distribution system and to pay and install main water distribution lines throughout Block One (hereinafter "Water Facilities"). There shall be no private water wells or water facilities in Block One other than the Water Facilities shared by all Owners. The main distribution lines shall be laid within the roadways and utility easements as shown on the Plat. The Water Facilities will include such storage, pumping and treatment facilities as is determined by Grantor to be necessary. The Water Facilities and Water Facilities Sites where shown on the Plat or otherwise designated by Grantor shall be considered Common Area and upon conveyance by Grantor, said Water Facilities and Water Facilities Sites shall become Master Association Property. The Master Association, as further set forth in the Master Association Declaration, shall have full responsibility for maintaining, operating and repairing the Water Facilities once the Water Facilities or any part thereof has been constructed by Grantor. Each Owner in Block One at his expense shall be responsible for laying secondary water lines from any Improvement to the main water lines and be responsible for the maintenance thereof. Such secondary lines shall be connected with the main lines in accordance with the procedure described in the Master Association Declaration.

(C) Security System. The residential area in Block One shall have a centralized security system ("Central Security Facilities") with each residence having its own security system connected to the Central Security Facilities. Grantor shall pay for the initial cost of providing the Central Security Facilities. Once constructed, the Central Security Facilities shall be operated and maintained by the Master Association and shall be Master Association Property upon conveyance of same by Grantor to the Master Association, as further provided for in the Master Association Declaration. The Central Security Facilities shall be connected with existing communication lines or its own lines to be located underground in the roadways and utility easements shown on the Plat. Each residence constructed on a Lot in Block One must have a first-class security system installed therein compatible with the Central Security Facilities for Block One. Each Owner shall pay the cost of installing such a security system and the cost of connecting the system to the Central Security Facilities. The Plans, as that term is defined in this Declaration, submitted to the Architectural Control Committee for approval prior to construction of Improvements on any Lot must include a detailed plan of the security system to be installed in the residence, such plan to include a description of the equipment including

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the manufacturer, the name of the Person who will install the system and show the method and location of connection to the Central Security Facilities. The Architectural Control Committee shall review such proposed system to determine its compatibility with the Central Security Facilities and the overall quality of the system in relation to other security systems located within Block One and either grant approval or reject the system as further provided for in this Declaration. Once approved, the Owner shall contact the Master Association when actual connection of the system is desired and the Master Association will cause the connection to be made at the expense of the Owner.

(D) Streets. To the extent such streets do not already exist, the Grantor agrees to construct or cause to construct roads and streets ("Streets") in the areas shown on the Plat for Block One. The Streets located in Block One shall all be paved Streets. The Streets shall be Common Area and, upon conveyance to the Master Association, shall become Master Association Property. Once completed by Grantor, the Master Association shall have responsibility for maintenance, repair and operation of the Streets. The Streets are private Streets established for the use and benefit of Grantor, the Owners living within the areas serviced by said Streets, their respective guests and invitees and such other persons as Grantor may designate and a non-exclusive, perpetual easement is hereby created for the benefit of those Persons hereinbefore described. Nothing herein contained shall be construed to create any right in the general public to use such Streets. Grantor may construct a security gate or gates, as part of the Central Security Facilities described in Section 4.06(C) above, on any of the Streets and limit access to the Streets to those persons for whom the Streets are to benefit.

(E) Green Belt Areas. Certain areas have been designated on the Plat as "Green Belt" or "G.B." Green Belt areas shall be Common Area for the use of the Owners in the areas where the Green Belts are located and Grantor, their guests and invitees, for walking and passive recreational activities with no improvements to be constructed thereon without the approval of the Grantor. The Green Belt shall become Local Association Property upon conveyance by Grantor to the Local Association having jurisdiction over the area. Such Local Association shall have responsibility for the operation, maintenance and clean up of the Green Belt area.

SECTION 4.07 Utility Easements. The Grantor reserves a perpetual right and easement to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "utility easements" or "U.E.", or in such other areas as Grantor determines over property owned by Grantor, the Master Association or the Local Association where Grantor desires to locate such easement, sewer and other pipe lines, conduits and wires for any and all public utility functions (including, without limitation, electricity lines, gas lines, telephone lines, cable television lines and other communication lines) beneath the surface of the grounds, or above the surface with the approval of the Architectural Committee, with the right of access at any time to the same for the purposes of repair and maintenance.

SECTION 4.08 Minimum Size and Exterior Design of Residences.

(A) Minimum Size of Residences. The enclosed interior floor area of any residence located on any Lot in Block One shall not be less than 1,200 square feet except for the Lake Front Lots where the enclosed interior floor area of any residence shall not be less than 1,500 square feet.

(B) Exterior Design of Residences. At a minimum, the exterior of any residence located on any Lot in Block One must be 30% of any residence located on any Lot in Block One must be 30% stone with the remaining portion of the exterior being natural wood, painted or stained a natural color with no primary colors being permitted. The roofs shall be natural, non-primary

colors. The only exterior lights shall be subtle accent lights illuminating the exterior of the residence. The exterior design shall otherwise be subject to the approval of the Architectural Control Committee as provided for herein.

SECTION 4.09 Set Back Lines. No improvement on any Lot in Block One shall be constructed by any Owner beyond the Minimum Set Back lines established as follows:

(A) Front Yard. The minimum front yard set back line shall be 25 feet back from the front lot line.

(B) Side Yard. The minimum side yard set back lines shall be 10 feet from the side lot lines except where Wilderness Area or a utility easement will require a larger set back so that no improvement will be constructed in the Wilderness Area or utility easement.

(C) Rear Yard. The minimum rear yard set back line shall be 15 feet from the rear lot line except for Lake Front Lots which shall have a minimum rear yard set back line of either 35 feet from the rear lot line or the line on the Lake Front Lot which is Elevation 757 Sea Level Datum whichever is the greater set back. Open rear decks, patios or kiosks may extend to the rear of the rear yard set back line so long as the Architectural Control Committee determines that such structure does not adversely affect the architectural integrity of Block One. The foregoing rear yard set back line shall not apply to Lake Front Lots where the rear property line of said Lot is more than 30 feet above the 750 Elevation Sea Level Datum, it being understood that such Owners may construct their residences on or near their respective rear property lines so long as the stability of the bluffs are maintained and the architectural integrity of Block One is maintained as determined by the Architectural Control Committee.

SECTION 4.10 Wilderness Area. In order to preserve the natural beauty of Block One as a natural habitat for Wildlife, those areas reserved as "Wilderness Areas" on the plat for Block One shall remain in their natural state with no Improvements being constructed by any person in such areas and there shall be no clearing of grass, weeds, shrubbery or trees from such areas except as may be determined by the Local Association Board. This provision shall in no way limit, restrict or impair the Grantor or any utility company from using the land contained in the Utility Easements for the purposes described in Section 4.07. In instances where the configuration of a Lot makes it necessary for the Owner to have access through a Wilderness Area, as determined within the sole discretion of the Architectural Committee, the Architectural Committee may approve an Owner constructing a driveway through a Wilderness Area, but such driveway must be constructed in such a manner so as to cause the minimum disruption possible to the Wilderness Area.

SECTION 4.11 Boat Dock Anchor Easements. The Grantor reserves a perpetual right and easement to locate, construct, erect and maintain or cause to be constructed, erected and maintained boat dock anchors in and on the areas indicated on the plat for Block One as "boat dock anchor easements" or "BDAR" to secure boat docks to be located in the lake or on the lakeshore immediately adjacent to the designated easement areas and Grantor hereby reserves the right to locate such boat docks on Grand Lake subject only to the approval of the Grand River Dam Authority.

SECTION 4.12 Fencing. Only those fences approved by the Architectural Committee shall be permitted in Block One. An Owner must submit his Plans for such fence in writing to the Architectural Committee showing the type of materials to be used, the height and location of the proposed fence. No fence shall be constructed in Wilderness Areas or in front of any residence located on a Lot and each-Owner shall have the right to fence only one area encompassing not more than 3,000 square feet to the rear of the residence.

SECTION 4.13 Boat Slips and Docks. Except as hereinafter provided,

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the Owners of Lake Front Lots are permitted to construct boat docks or slips on the lake immediately adjacent to and directly to the rear of such Lot so long as such Owners obtain the necessary permits, licenses and authorizations from the appropriate governmental authorities and the design, size and location of such boat docks or slips are approved by the Architectural Committee prior to construction by the Owner. Once constructed by an Owner, such Owner shall have the obligation to maintain and repair the boat dock or boat slips in accordance with Section 3.06.

The Grantor hereby reserves the right to construct, operate and maintain marinas in the Lake in front of certain Lake Front Lots as hereinafter specifically designated. Because marinas will be located on Grand Lake adjacent to the hereinafter specified lots, the Owners of the following Lake Front Lots shall not be allowed to construct or erect boat docks or boat slips on the lake adjacent to their lots:

Lots 60, 61, 62, 63, 72, 73, 77, 78, 82, 83, 94,
95, 108 and 109

ARTICLE V PERMITTED USES AND RESTRICTIONS - OTHER AREAS

SECTION 5.01 Common Areas. Any other provision of this Declaration to the contrary notwithstanding, no land within any Common Area shall be improved by any improvement, used or occupied except in such manner as shall have been approved by Grantor in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement, and may be given by recorded Supplemental Declaration. Grantor may delegate its right to grant such approvals to the Board.

SECTION 5.02 Commercial Area. No heavy industrial use shall be conducted on any Commercial Site. The Commercial Sites located in Block One as indicated on the Plat are intended at this time to be used as marinas and any such use arising directly or indirectly from the operation of a marina shall not be a violation of this Declaration.

SECTION 5.03 Restricted Commercial Site. The Commercial Sites located in Block One have been designated by the Grantor as a "Restricted Commercial Site". Access to the Restricted Commercial Site may be limited by Grantor or any future owner of said site or the lessees who are renting space in the Commercial Site and their respective employees, agents, invitees, guests and relatives.

SECTION 5.04 Special Private Easement. The area shown on the plat between Lots 58 and 59 of Block One shall be a private, exclusive easement area for the sole benefit of the Owners of Lots 58 and 59 with said area to be the sole responsibility of said lot Owners. No person in Block One shall have the benefit or use of said area other than the Owners of said Lots 58 and 59, their invitees and guests.

SECTION 5.05 Reserve Area. Certain areas are shown as "Reserve Areas" on the plat and such areas shall not be considered part of Block One and shall not be subject to this Declaration except as hereinafter provided in this Section 5.05. The Reserve Areas are areas below the 750 elevation line which probably should have been deeded to the Grand River Dam Authority but because of a legal description discrepancy may or may not have been deeded to the Authority. Grantor has reserved the Reserve Area for possible conveyance to the Grand River Dam Authority and in the event the Reserve Areas or any part thereof is so conveyed, the Reserve Areas shall thereafter be the property of the Grand River Dam Authority. In the event the Reserve Areas or any part thereof are not conveyed to the Grand River Dam Authority or until such time as such conveyance occurs, to the extent that Grantor owns or holds an interest in such land, Grantor hereby creates a perpetual easement for the use and benefit of each Owner of an immediately adjacent Lake Front Lot, individually on that portion of the Reserve Area immediately in front of each respective Lot, the exact location of each Owner's easement shall be determined by extending the side Lot lines of each Owner's Lot on the same course through the Reserve

Area. This is not an easement in common but only for the benefit of the Lake Front Lot Owner immediately adjacent to that portion of the Reserve Area immediately in front of his Lot as hereinbefore determined. Once conveyed to the Grand River Dam Authority, any easement herein created shall cease and terminate.

ARTICLE VI
MASTER ASSOCIATION AND LOCAL ASSOCIATION

SECTION 6.01 Master Association and Local Association.

(A) Master Association. There shall be a Master Association which shall have jurisdiction and control over certain Common Areas which are intended for the use and benefit of the residents of The Coves and other owners in other areas who may or may not be subject to this Declaration all as more specifically described in this Declaration or in the Master Association Declaration.

(B) Local Association. Block One shall be under the jurisdiction of the Local Association known as the Southern Property Owners Association, Inc. Each Owner of a Lot or a Commercial Site located in Block One and Grantor shall be members of the Southern Property Owners Association, Inc. The Southern Property Owners Association, Inc. shall have jurisdiction over Block One for purposes of enforcing The Coves Restrictions that apply to Block One and control over the Green Belt Areas, as heretofore designated by Grantor. The Members of the Southern Property Owners Association, Inc. shall also be members of the Master Association and shall have all the rights, benefits and obligations associated with such membership including the right to use Master Association Property in common with all other Members of the Master Association. The Southern Property Owners Association, Inc. shall be governed by its Articles of Incorporation, Bylaws, Rules and the provisions of this Declaration applying to the Local Association.

SECTION 6.02 Organization. The Local Association (sometimes hereinafter or hereinbefore referred to as the "Association") shall be a non-profit Oklahoma corporation created for the purposes, charged with the duties, and invested with the powers set forth in its Articles and Bylaws and this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall operate exclusively for the benefit of its members and the promotion of their social welfare, and for pleasure, recreational and other non-profitable purposes. Specifically, the Association shall promote the health, safety and welfare of its residents, and the maintenance, preservation and architectural control of the property within its jurisdiction.

SECTION 6.03 Membership. Only the Owners defined in subparagraphs (1) and (2) of Section 6.04(A) below located in Block One and Grantor shall be Members of the Association; provided, however, that no Person shall be a Member by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest, mortgage or deed of trust. Each Owner as defined in the preceding sentence shall automatically be a Member of the Association without the necessity of any further action on his part, and Association membership shall be appurtenant to and shall run with the property interest ownership which qualifies the Owner thereof for membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with, the title to the property interest, ownership of which qualifies the Owner thereof to membership, and then only to the transferee of title to said property interest. Upon transfer of title, a previous Owner shall cease to be a Member with respect to the property that was transferred. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

(A) Entitlement. The right to cast votes shall be limited to those Owners in Block One and Grantor, and the number of votes which may be cast, for election of members to the Board of Directors of such Association and on all other matters to be voted on by the Members of such Association shall be calculated as follows:

- (1) The Owner (including Grantor) of a Lot shall have one vote for each such residence;
- (2) In addition to the votes to which it is entitled by reason of subparagraph (1) of this Section 6.04(A), for every one vote outstanding in favor of any other person Grantor shall have five votes until (a) ninety percent (90%) of the Lots, described respectively in subparagraph (1) of this Section 6.03(A) are owned by persons other than Grantor, and (b) Grantor has not filed a Notice of Addition of Land under Section 2.02 hereof for a period of three (3) years after filing this Declaration or three (3) years after filing such Notice of Addition of Land, such period of time to be automatically extended for three (3) years each time Grantor files a new Notice of Addition of Land. Thereafter, Grantor shall have only the votes, if any, to which it is entitled under said subparagraph (1) of this Section 6.04(A). Grantor may at its option relinquish at any time part or all of the votes to which it is entitled under this subparagraph (2) of Section 6.03(A). If additional lands are added to the Association pursuant to Article II hereof, such additional lands shall be included for purposes of calculating the number of votes to which Grantor is entitled.

Each Owner shall be entitled to vote upon acquisition of the Lot as evidenced by a Recorded deed to such property.

(B) Joint or Common Ownership. If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed. In the event that such joint or common Owners are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose their right to cast their vote or votes on the matter in question. Any joint or common Owner shall be entitled to cast the vote or votes belonging to the joint or common Owners unless another joint or common Owner shall have delivered to the Secretary of the Association prior to the election a written statement to the effect that the Owner wishing to cast the vote or votes has not been authorized to do so by the other joint or common Owner or Owners.

(C) Proxy Voting. Any Owner, including Grantor, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Association.

(D) Cumulative voting. The cumulative system of voting shall not be used for any purpose.

SECTION 6.05 Meetings of Members. There shall be an annual regular meeting of the Members of the Association on the date and time set forth in the Bylaws, at the principal office of the Association with the first such meeting being no earlier than January 2, 1985. No notice need be given of said annual regular meeting unless the annual regular meeting is held at such other reasonable place or time (not more than 30 days before or after the specified date) as may be designated by notice of the Board. Special meetings of the members

of the Association may be called at any reasonable time and place by notice by the Board or by notice by Members having one-fifth of the total votes, delivered not less than ten or mailed not less than fifteen days prior to the date fixed for said special meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member at his address appearing on the books of the Association.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be the Members entitled to vote 25% of the total votes of the Association.

The Chairman of the Board of Directors, or in his absence the vice Chairman, shall call meetings of Members to order and act as chairman of such meetings. In the absence of both of said officers, any Member entitled to vote or any proxy of any such Member may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Association, or in his absence the Assistant Secretary, shall act as secretary of the meeting. In the absence of both the Secretary and the Assistant Secretary, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting.

Except with respect to matters requiring a larger vote by this Declaration, including without limitation, in Section 9.02 below, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy. However, no action of the Association shall limit or modify any of the rights or obligations provided for in this Declaration unless an amendment is passed in accordance with Section 9.02 hereof.

SECTION 6.06. Duties of the Association. Subject to and in accordance with The Coves Restrictions, the Association shall have and perform each of the following duties for the benefit of the Members of the Association:

(A) Green Belt Area. To operate and maintain in good condition the Green Belt Area as designated by Grantor on the Plat of Block One.

(B) Title to Property Upon Dissolution. To pay over or convey, upon dissolution of the Association, the assets of the Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.

(C) Payment of Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the Green Belt Area described in Section 6.06(A), to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by Law to contest the legality and the amount of such taxes and assessments.

(D) Insurance. To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount with Grantor being a named insured on all such policies.

(E) Association Rules. To make, establish and promulgate, and in its discretion to amend or repeal and reenact Association Rules, not in contradiction of this Declaration, as it deems proper covering any and all aspects of its functions.

(F) Architectural Committee. To appoint and remove Members of the Architectural Committee as provided in Section 7.02 hereof, and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

(G) Enforcement Hereof. To enforce, in its own behalf and in behalf of all Owners, all of the covenants, conditions and restrictions set forth in this Declaration under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions and restrictions, and as assignee of Grantor; and to perform all other acts whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of The Coves Restrictions or of the Architectural Committee Rules within the jurisdictional area of each such Association as set forth in Section 9.05(A).

(H) Other. To carry out all duties of the Association set forth in The Coves Restrictions; or the Articles or Bylaws of the Association.

SECTION 6.07 Powers and Authority of the Association. The Association shall have the power and authority at all times:

(A) Right of Entry and Enforcement. The Association shall have the power to enter, after 24 hours' written notice, without being liable to any Owner, upon any Lot or into any Improvement on said Lot, or onto any Common Area for the purpose of enforcing by peaceful means The Coves Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility, if for any reason whatsoever the Owner thereof fails to maintain or repair any such area as required by The Coves Restrictions. The Association shall also have the power and authority from time to time in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce by mandatory injunction or otherwise, or to restrain and enjoin any breach or threatened breach of The Coves Restrictions within its jurisdictional area.

(B) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the enforcement of The Coves Restrictions, or in the performance of any other duty, right, power or authority of the Association.

(C) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of The Coves Restrictions, this Declaration, or the Articles or Bylaws of the Association.

(D) If it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Association because of one or more rights, powers, duties, obligations or functions given to the Association by the Declaration, the Association may create a subsidiary or other association to perform the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption; or, alternatively, the Association may retain the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations and functions to such subsidiary or other association.

SECTION 6.08 Indemnification.

(A) Third Party Actions. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be

in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of NOLO CONTENDERE or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(B) Derivative Actions. The Association may indemnify a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action, proceeding or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(C) Determination. An indemnification which the Association has elected to provide under paragraph A or B of this Section 6.08 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph (A) or (B) of this Section 6.08. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association has been successful in proceedings referred to in paragraph A or B of this Section 6.08, or in defense of any action, suit or proceeding, then, to the extent that the Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in Paragraph A or B of this Section 6.08.

(D) Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Association in advance of the final disposition of such upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section 6.08.

(E) Insurance. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

(F) Other Coverage. The indemnification provided by this Section 6.08 shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Declaration, agreement, vote of the Members, vote of disinterested directors, Oklahoma law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, any may continue as to a person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VII
ARCHITECTURAL COMMITTEE

SECTION 7.01 Member of Committee. The Association shall have an Architectural Committee which shall have jurisdiction within Block One. The Architectural Committee shall consist always of either three members or five members. The initial members the Architectural Committee shall be:

1. Robert E. Merrick
2. Ben R. Ball
3. Stephen W. Hills

The Association Board may reduce the number of members of the Committee to three and increase it to five as often as it wishes. Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed; as provided herein. Members of the Committee may be removed at any time without cause.

SECTION 7.02 Grantor's Rights of Appointment. The Association Board shall have the right to appoint and remove all members of the Committee, but so long as Grantor is entitled to five votes for every one vote to which another person is entitled pursuant to Section 6.04(A)(2) above, Grantor shall have the right to approve or disapprove all members proposed for appointment by the Association Board. Thereafter, the Association Board shall have the right to appoint and remove all members of the Committee without Grantor's consent.

SECTION 7.03 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans for the improvement or proposal in question and all other facts which in its sole discretion are relevant. Except as provided in Section 3.16 above, prior to commencement of any construction of any Improvement in Block One, the Plans (as defined in Article I) shall be submitted to the Architectural Committee for review. Construction of the Improvements may not commence unless and until the Committee has approved such Plans in writing. The Committee shall consider and act upon any and all Plans submitted for its approval pursuant to this Declaration within 30 days after completion of submission of the Plans. Failure to act within 30 days shall be deemed approval of the Plans. The Architectural Committee shall also perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Local Association Board, including the inspection of construction in progress to assure its conformance with Plans approved by the Committee. The Committee shall approve Plans submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans on such changes therein as it deems appropriate, and may require submission of additional Plans or other information prior to approving or disapproving the material submitted. The Committee shall also issue Rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans for approval. The Committee may require such detail in Plans submitted for its review and such other information as it deems

proper, including without limitation environmental impact statements. Until receipt by the Committee of all required Plans and other information, the Committee may postpone review of anything submitted for approval and the 30-day period for approval shall not start until each submission to the Committee has been completed. The Committee may establish a fee or fees to be charged each Owner at the time an Owner submits Plans to the Committee for approval to reimburse the Committee for the administrative cost of reviewing such Plans. The amount of such fee or fees is to be set by the Committee from time to time.

SECTION 7.04 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 7.08. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

SECTION 7.05 No Waiver of Future Approvals. The approval or consent of the Committee to any Plans for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

SECTION 7.06 Inspection of Work.

(A) Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(1) Upon the completion of any Improvement for which approved Plans are required under this Declaration, the Owner shall give written notice of completion to the Committee.

(2) Within such reasonable time as the Committee may set in its Rules but not to exceed fifteen days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(3) If upon the expiration of thirty days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Local Association Board in written form of such failure. Upon Notice and Hearing, the Board shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five days from the date of announcement of the Local Association Board ruling. If the Owner does not comply with the Local Association Board's ruling within such period, the Local Association Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Local Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Local Association, the Local Association Board shall levy an Assessment against such Owner and the Improvement in question and the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and Improvement and be enforced as provided for in Article VIII of this Declaration.

(4) If for any reason after receipt of said written notice of completion from the Owner the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (2) of Section 7.06(A), the Improvement shall be deemed to be in accordance with said approved Plans.

(B) Work in Progress. The Committee may inspect all work in progress to determine whether the work is being performed in accordance with the Plans approved by the Committee. If an inspection of the Improvements reveals that the Improvements are not being constructed in strict compliance with the approved Plans or if the inspection reveals that construction has been abandoned by the Owner for a period of more than sixty (60) days, then the Committee shall give notice of noncompliance as provided above in subparagraph (2) of Section 7.06(A). If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (3) of Section 7.06(A) shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Local Association Board shall find that such noncompliance exists.

SECTION 7.07 Nonliability of Committee Members. Neither Grantor nor the Committee nor any member thereof nor the Local Association Board nor any member thereof shall be liable to the Local Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's or the Association Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members or the Local Association Board or its members, as the case may be. The Committee shall review and approve or disapprove all Plans submitted to it for any proposed Improvement on any area added to the area over which the Local Association has jurisdiction pursuant to Section 2.02 hereof, including the construction, alteration or addition thereof or thereto, on the same basis that such Plans were approved or disapproved with respect to the area originally included within the jurisdiction of the Local Association. The Committee shall take into consideration the aesthetic aspects of the Architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

SECTION 7.08 Variances: The Committee may authorize variances on Improvements within Block One from compliance with any of the architectural provisions of this Declaration or in Rules adopted by the Committee, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, setbacks, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental consideration may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all the members of the Committee. If such a variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

ARTICLE VIII FUNDS AND ASSESSMENTS

SECTION 8.01 Master Association Assessments. Grantor hereby covenants, and each Owner by acceptance of a deed thereto, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Master Association all Assessments and charges as are established by the Master Association in accordance with the Master Association Declaration and such Assessments shall be

established, collected and used as set forth in such Master Association Declaration.

SECTION 8.02 Local Association Assessments.

(A) Creation of Lien. Grantor hereby covenants, and each Owner by acceptance of a deed thereto, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Local Association all Assessments and charges as are established by the Local Association in accordance with this Declaration. The Owners within Block One shall pay Assessments to the Local Association on the basis described herein.

(B) Use of Assessments. If the Association Board determines that funds are necessary to perform its duties under this Declaration, the Association Board shall establish a fund into which shall be deposited all moneys paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes relating to the duties and obligations of the Association as described in this Declaration.

(C) Assessment. Whenever the Board determines that the administrative or legal expenses of the Association require, the Board shall estimate the expenses to be incurred by the Association in performing its function or functions under this Declaration, and shall assess each Lot equally for the expenses incurred or to be incurred; provided however, Grantor shall have no obligation to pay any Assessment for any Lot that Grantor owns after December 31, 1985.

(D) Enforcement Assessments. The Board shall also levy Enforcement Assessments upon the property and in the manner set forth in this Declaration against an Owner and his property who has violated this Declaration.

(E) Due Date and Late Charges. Each Assessment made by the Board shall be due thirty days after Notice to the Owner. If any Assessment is not paid within fifteen days after it is due, the Owner may be required by the board to pay a late charge of such rate as the Board may designate from time to time.

(F) Unpaid Assessments as Liens. The amount of any delinquent Assessment, including without limitation, all fines and other charges designated as Assessments in this Declaration, assessed against any property and any late payment charge attributable thereto, plus interest on such Assessment and charge at a rate of eighteen percent (18%) per annum simple interest (or such higher rate as the Board may designate from time to time), and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon said Lot and the land upon which the same is located, as the case may be. Such lien shall be prior to any declaration of homestead. Such lien may be foreclosed in the same manner as is provided in the laws of Oklahoma for the foreclosure of mortgages on real property. A certificate executed and acknowledged by any two members of the Board stating the amount of the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee established by the Board from time to time.

(G) Mortgage Protection. Notwithstanding any other provisions of The Coves Restrictions, no lien created under this Article VIII or under any other Article of this Declaration or the Master Association Declaration, nor any lien arising by reason of any breach of The Coves Restrictions; nor the enforcement of any provision of this Declaration or the Master Association Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Lot. However,

after the foreclosure of any such first Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Lot shall remain subject to The Coves Restrictions and the Owner thereof shall be liable for all Assessments levied after completion of such foreclosure or delivery of such conveyance in lieu of foreclosure.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of Ten years each, unless amended or extinguished by a written instrument executed by at least three-fourths of the Owners in Block One and recorded in the county real property records.

SECTION 9.02 Amendment.

(A) Special Provision. No amendment of this Declaration shall be effective as to any Beneficiary who does not join in the execution thereof provided that his Mortgage or Deed of Trust is recorded in the real property records prior to the recordation of such amendment. Subject to the preceding sentence, no amendment of this Section 9.02 shall be effective unless adopted by eighty percent (80%) or more of the total number of votes entitled to be cast for the Local Association pursuant to Section 6.04(A) above at the time of the proposed amendment. No amendment of this Declaration shall be effective until executed in the manner hereinafter provided. The easements created by Grantor herein cannot be amended or affected in any way by an amendment of this Declaration except by Grantor filing an amended plat or a supplement to this Declaration prior to any such easement actually being used for the purposes intended or, with respect to any such easements, including the Boat Dock Anchor Easements, Grantor may relinquish or transfer said easements at any point in time.

(B) By Grantor. Notwithstanding the provisions of Sections 9.02(A) or 9.02(C), this Master Declaration may be amended only by Grantor so long as Grantor is entitled to five votes for every one vote to which any other person is entitled in the Association as provided in Section 6.04(A)(2); provided, however, that no such amendment by Grantor shall be effective without Notice and Hearing, and if the Owners, other than Grantor, entitled to cast seventy-five percent (75%) or more of the votes entitled to be cast for the Association pursuant to Section 6.04(A), by written notice delivered to the Association Board within fifteen (15) days after such hearing, object to such amendment proposed by Grantor, such amendment shall not be effective. No amendment by Grantor shall be effective until there has been recorded in the real property records of the county, an instrument executed and acknowledged by Grantor and setting forth the amendment, and an instrument executed and acknowledged by the president and secretary of the Association Board certifying that the above-mentioned Notice and Hearing was given and held and that the Association Board did not within 15 days after said hearing receive written objections to the amendment from the Owners, other than Grantor, entitled to cast seventy-five percent (75%) or more of the votes entitled to be cast for the Association pursuant to Section 6.04(A).

(C) By Owners. Except as provided in Sections 9.02(A) and 9.02(B), this Declaration may be amended by recording in the county real property records of an instrument executed and acknowledged by the president and secretary of the Board, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 6.04(A). An Owner must indicate his approval of such proposed amendment in writing, which approval

shall be kept with the records of the Association. Notwithstanding the foregoing, so long as Grantor owns any land which is subject to this Declaration, any amendment approved by a majority vote of the Owners pursuant to this Section 9.02(C) shall not be effective as to the land owned by Grantor and shall not reduce or limit any rights that Grantor may have under this Declaration unless Grantor consents to such amendment in writing.

SECTION 9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such Person to the Association.

SECTION 9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of Block One and of promoting and effectuating the fundamental concepts of Block One as set forth in the RECITALS and DECLARATIONS of this Declaration. This Declaration shall be construed and governed under the laws of the State of Oklahoma.

SECTION 9.05 Enforcement and Nonwaiver.

(A) Rights of Enforcement. With respect to violations of The Coves Restrictions, the Board of the Local Association and Grantor shall have the right to enforce all of the provisions of The Coves Restrictions against any Owner or any property located in The Coves. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. Any violation of The Coves Restrictions is hereby declared a nuisance and those persons hereinabove set forth having the right of enforcement may enjoin or abate such violation.

(B) Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within The Coves is hereby declared to be a violation of The Coves Restrictions and subject to all of the enforcement procedures set forth in said Restrictions.

(C) Nonwaiver. The failure to enforce any provision of The Coves Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

SECTION 9.06 Construction

(A) Restrictions Severable. Notwithstanding the provisions of the foregoing Section 9.04, each of the provisions of The Coves Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity of enforceability of any other provision and provided further, that in lieu of such invalid or partially invalid provision, there shall be added to this Declaration a valid and enforceable provision as similar as possible to the invalid provision.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

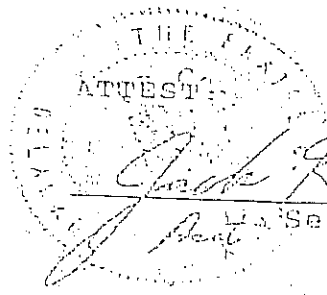
(C) Captions. All captions and titles used in this Master Declaration are intended solely for convenience of reference and

423 NOV 25

shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.

IN WITNESS WHEREOF, Grantor has executed this Master Declaration the day and year first above written.

GRAND BLUFFS DEVELOPMENT COMPANY, a general partnership, By TFC INVESTMENTS, LTD.; Managing General Partner, By THE FRATES COMPANY, its Managing General Partner

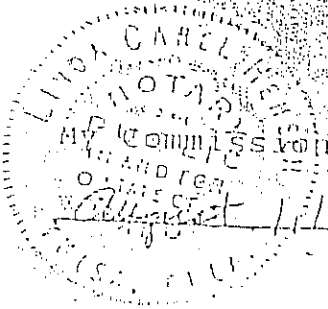


Clark R. McDonald
Secretary

By Max K. Naegler *gkm*
Senior Vice President

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 10th day of November, 1981, by Max K. Naegler as Senior Vice President of The Frates Company, Managing General Partner of TFC Investments, Ltd., an Oklahoma limited partnership which is Managing General Partner of Grand Bluffs Development Company, a general partnership.



Carol Henach
Notary Public

EXHIBIT A

A subdivision known as The Coves at Bird Island, Block One (1), a subdivision located in Section 33, Township 24 North, Range 22 East, Indian Base and Meridian in Delaware County, State of Oklahoma, more particularly described as follows:

Beginning at the North Quarter Corner of Section 33, Township 24 North, Range 22 East, said point being the point of beginning thence S 89°37'00" W a distance of 402.43 feet; thence S 45°53'00" E a distance of 41.50 feet; thence N 84°57'00" W a distance of 165.40 feet; thence S 73°18'00" W a distance of 158.60 feet; thence S 61°41'00" W a distance of 168.00 feet; thence S 36°57'00" W a distance of 203.20 feet; thence S 03°57'00" E a distance of 150.50 feet; thence S 37°51'00" E a distance of 108.00 feet; thence S 19°39'00" W a distance of 52.20 feet; thence S 13°59'00" E a distance of 86.30 feet; thence S 15°24'17" E a distance of 318.00 feet; thence S 01°41'00" E a distance of 254.00 feet; thence S 03°35'00" W a distance of 256.50 feet; thence S 12°07'00" E a distance of 219.00 feet; thence N 85°14'00" E a distance of 108.50 feet; thence N 49°01'00" E a distance of 226.70 feet; thence N 19°37'00" E a distance of 222.00 feet; thence N 16°37'00" E a distance of 124.00 feet; thence S 08°44'00" E a distance of 267.20 feet; thence S 50°32'00" E a distance of 44.30 feet; thence N 85°37'00" E a distance of 93.10 feet; thence S 49°17'00" W a distance of 169.00 feet; thence S 12°06'00" E a distance of 68.50 feet; thence S 33°58'00" E a distance of 71.00 feet; thence N 83°55'00" W a distance of 97.40 feet; thence S 55°01'00" W a distance of 71.00 feet; thence S 35°49'00" W a distance of 201.60 feet; thence S 08°46'00" W a distance of 158.00 feet; thence S 84°51'00" W a distance of 105.00 feet; thence S 53°01'00" W a distance of 269.50 feet; thence S 27°26'00" W a distance of 147.00 feet; thence S 07°59'00" E a distance of 96.50 feet; thence S 52°48'00" E a distance of 146.00 feet; thence S 48°46'00" W a distance of 169.10 feet; thence S 35°07'00" W a distance of 175.00 feet; thence S 08°22'00" E a distance of 45.00 feet; thence S 56°29'00" E a distance of 151.60 feet; thence S 78°36'00" E a distance of 319.00 feet; thence N 88°06'00" E a distance of 267.00 feet; thence N 77°35'00" E a distance of 84.00 feet; thence N 59°54'00" E a distance of 186.80 feet; thence N 26°19'00" E a distance of 138.70 feet; thence N 10°24'00" W a distance of 180.00 feet; thence N 28°24'00" W a distance of 85.00 feet; thence S 76°47'14" E a distance of 237.20 feet; thence N 87°38'00" E a distance of 104.70 feet; thence N 50°14'00" E a distance of 257.00 feet; thence N 21°44'00" E a distance of 200.50 feet; thence N 13°27'00" W a distance of 196.00 feet; thence N 19°10'00" W a distance of 226.00 feet; thence S 54°33'00" E a distance of 197.30 feet; thence S 66°12'00" E a distance of 166.00 feet; thence N 62°16'00" E a distance of 81.20 feet; thence N 89°37'00" E a distance of 14.90 feet; thence N 00°04'00" W a distance of 370.10 feet; thence N 11°43'00" W a distance of 237.50 feet; thence N 56°40'00" W a distance of 112.50 feet; thence N 64°14'59" E a distance of 96.10 feet; thence N 34°51'00" W a distance of 117.50 feet; thence N 20°42'00" W a distance of 132.60 feet; thence N 40°20'59" E a distance of 255.50 feet; thence N 84°02'44" W a distance of 431.00 feet; thence N 58°48'00" E a distance of 431.50 feet; thence N 15°26'00" E a distance of 100.40 feet; thence N 42°13'00" W a distance of 507.50 feet; thence N 67°31'19" W a distance of 303.49 feet; thence S 89°37'00" W a distance of 94.17 feet to the point of beginning, said parcel containing 87.23 acres, more or less.

552 MAY 21 1982
BOOK 431 PAGE 837
OFFICE OF THE COUNTY CLERK
DELAWARE COUNTY, OKLAHOMA

NOTICE OF ADDITION OF LAND
TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COVES AT BIRD ISLAND, BLOCK ONE

THIS NOTICE OF ADDITION OF LAND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES AT BIRD ISLAND, BLOCK ONE is made this 17th day of May, 1982, by GRAND BLUFFS DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter "Grantor").

RECITALS

A. Grantor is the owner of The Coves at Bird Island, Block Two, which is located on the shores of Grand Lake in Delaware County, State of Oklahoma, and is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, which described real property is hereinafter referred to as "Block Two".

B. On November 10, 1981, Grantor executed a Declaration of Covenants, Conditions and Restrictions affecting The Coves at Bird Island, Block One (hereinafter referred to as the "Declaration"). The Declaration was filed of record in the Real Estate Records of Delaware County, Oklahoma on November 13, 1981, at Book 423, Pages 1 through 26.

C. Grantor desires to add Block Two to the Declaration in accordance with Section 2.02 of the Declaration which allows Grantor to add certain land to the Declaration as provided for therein.

NOW, THEREFORE, Grantor does hereby execute this Notice of Addition of Land in accordance with Section 2.02 of the Declaration as follows:

1. Grantor does hereby declare that Block Two is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration recorded on November 13, 1981, at Book 423, Pages 1-26 of the Real Estate Records of Delaware County, Oklahoma. The Declaration shall run with Block Two and all parts thereof; shall be binding upon all persons having or acquiring any interest in Block Two or any part thereof; shall inure to the benefit of and be binding upon every part of Block Two and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Grantor, its successors in interest, each owner and his successors in interest, and the Local

Association and its successors in interest as hereinafter more specifically set forth.

2. The provisions of the Declaration shall apply to Block Two as expressly set forth in the Declaration, except as modified or amplified by the following:

(a) The land covered by the Declaration shall hereafter include Block Two and wherever the term "Block One" appears in the original Declaration, said term shall also mean Block Two so that the Declaration shall apply to both Block One and Block Two of The Coves at Bird Island.

(b) "Lake Front Lots" as that term is used in the Declaration shall include the following lots in Block Two: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 53, 54, 55, 87, 88 and 98.

(c) Section 4.01 of the Declaration shall be modified by having Lots 1 through 138 of Block Two added to Section 4.01 in addition to Lots 1 through 114 of Block One which are presently covered by Section 4.01 of the Declaration.

(d) The "Streets", "Utility Easements" (or "All Purpose easement"), "Green Belt" (or "G.B."), "Water Facilities Sites", "Wilderness Areas" and "Boat Dock Anchor Easements" for The Coves at Bird Island in Block Two shall be located as shown on the Plat for Block Two and shall be subject to the provisions of the Declaration concerning those terms. The areas identified as "Wilderness easements" on the Plat for Block Two shall have the same meaning as "Wilderness Areas" and be subject to Section 4.10 of the Declaration if they had been designated "Wilderness Areas".

(e) The specific Lake Front Lots hereinafter enumerated in Block Two shall be subject to the second paragraph of Section 4.13 and the Owners of the following Lake Front Lots in Block Two will not be allowed to construct or erect boat docks or boat slips on the same: Lots 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45, Block Two, The Coves at Bird Island.

(f) The Commercial Site located in Block Two as shown on the Plat for Block Two has been designated by Grantor as a "Restricted Commercial Site" and is subject to the provisions of

Section 5.03 of the Declaration.

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(g) The "30' Pedestrian Access Easement" located along the North lines of Lots 117 and 118, Block Two, as shown on the Plat for Block Two is hereby created and reserved for the use and enjoyment of the Owners in Blocks One and Two of The Coves at Bird Island, Grantor and any other Person designated by Grantor for pedestrian traffic and ingress and egress through said 30 foot strip, such Pedestrian Access Easement to include whatever Improvements Grantor elects to place upon said Easement to accomodate such pedestrian access which use may include bicycles, golf carts or other similar vehicles but shall not include motorcycles, dirt bikes, cars, trucks or motorized vehicles of any type other than golf carts.

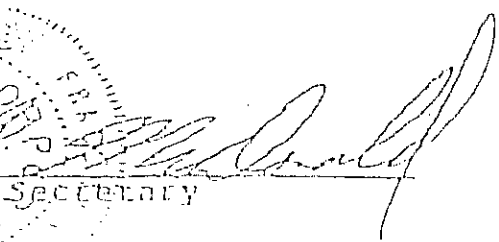
(h) The area marked "Special Retained Area" between Lots 52 and 53 of Block Two as shown on the Plat for Block Two has been retained by Grantor for its sole use and benefit to, at Grantor's option, provide access to and from the property immediately West of the Special Retained Area to the Streets located within The Coves, Block Two, as Grantor may so elect within its sole and absolute discretion.

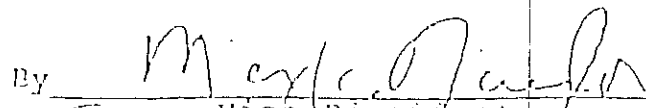
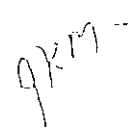
(i) The Southern Property Owners Association, Inc. shall be the "Local Association" having jurisdiction over Block Two as further described in Article VI of the Declaration.

3. The legal description for the land being added to the Declaration by this Notice of Addition of Land is attached hereto as Exhibit "A" and by reference made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Notice of Addition of Land the day and year first above written.

GRAND BLUFFS DEVELOPMENT COMPANY,
an Oklahoma general partnership
By: TFC INVESTMENTS, LTD., an
Oklahoma limited partnership,
Managing General Partner
By: FRACORP INC., an Oklahoma
corporation, its Managing
General Partner

RESTRICTED
By: 
Assistant Secretary

By:  
Senior Vice President

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BOOK 431 PAGE 840

The foregoing instrument was subscribed and sworn to before me
this 17th day of May, 1982, by Max K. Naecher
Vice President of FRACORP INC., an Oklahoma corporation.

my commission expires:

SEPTEMBER 1982

Lucinda Carol Henrich
Notary Public

A subdivision known as THE COVES AT BIRD ISLAND, Block Two (2), a subdivision located in Section 28, Township 24 North, Range 22 East, Indian Base and Meridian in Delaware County, State of Oklahoma, more particularly described as follows:

Commencing at the South Quarter Corner of Section 28, Township 24 North, Range 22 East; thence N 39°37'00" E a distance of 97.14 feet; thence S 79°27'50" E a distance of 129.65 feet; thence S 51°29'10" E a distance of 104.25 feet; thence S 73°13'15" E a distance of 169.88 feet; thence S 84°09'54" E a distance of 74.24 feet; thence N 12°17'17" E a distance of 75.68 feet; thence N 03°42'14" W a distance of 20.01 feet; thence N 17°15'04" W a distance of 59.30 feet; thence N 69°23'56" W a distance of 51.57 feet; thence N 02°29'51" E a distance of 137.52 feet; thence N 08°58'20" W a distance of 64.88 feet; thence N 11°35'25" W a distance of 28.28 feet; thence N 09°17'01" W a distance of 110.47 feet; thence N 04°55'11" W a distance of 204.62 feet; thence N 11°39'56" W a distance of 102.01 feet; thence N 09°01'42" W a distance of 180.09 feet; thence N 28°29'42" W a distance of 55.82 feet; thence N 03°35'41" W a distance of 107.46 feet; thence N 01°45'59" W a distance of 85.13 feet; thence N 03°53'18" W a distance of 57.16 feet; thence N 06°54'44" W a distance of 61.00 feet; thence N 00°41'57" W a distance of 114.58 feet; thence N 04°59'30" E a distance of 89.26 feet; thence N 07°32'46" W a distance of 81.39 feet; thence N 01°01'04" W a distance of 166.97 feet; thence N 00°45'22" E a distance of 114.28 feet; thence N 07°30'40" W a distance of 51.15 feet; thence N 03°46'17" E a distance of 118.79 feet; thence N 03°37'45" E a distance of 200.95 feet; thence N 83°45'11" W a distance of 99.09 feet; thence S 76°36'11" W a distance of 182.53 feet; thence N 31°08'31" W a distance of 197.35 feet; thence on a curve to the left having a radius of 468.60 feet and a length of 105.77 feet; thence N 44°04'27" W a distance of 39.01 feet; thence on a curve to the right having a radius of 199.65 feet and a length of 93.49 feet; thence N 17°14'36" W a distance of 2.57 feet; thence on a curve to the left having a radius of 465.60 feet and a length of 171.40 feet; thence N 38°20'06" W a distance of 13.32 feet; thence S 63°43'49" W a distance of 51.65 feet; thence N 30°59'47" W a distance of 53.21 feet; thence on a curve to the left having a radius of 349.97 feet and a length of 431.20 feet; thence S 78°24'28" W a distance of 150.35 feet; thence N 26°15'16" W a distance of 261.87 feet; thence S 78°24'28" W a distance of 150.35 feet; thence S 79°30'41" W a distance of 0.00 feet; thence on curve to the right having a radius of 226.68 feet and a length of 182.01 feet; thence on a curve to the left having a radius of 147.26 feet and a length of 334.12 feet; thence on a curve to the right having a radius of 1131.24 feet and a length of 444.24 feet; thence on a curve to the left having a radius of 202.27 feet and a length of 126.68 feet; thence S 64°22'19" W a distance of 40.31 feet; thence S 40°13'45" W a distance of 335.42 feet; thence S 48°59'00" E a distance of 238.60 feet; thence S 38°02'00" W a distance of 74.40 feet; thence N 89°28'00" E a distance of 37.00 feet; thence S 16°17'00" W a distance of 139.50 feet; thence S 20°30'60" W a distance of 65.80 feet; thence S 09°12'00" W a distance of 62.40 feet; thence S 88°08'13" E a distance of 244.18 feet; thence on a curve to the left having a radius of 179.70 feet and a length of 291.83 feet; thence S 00°51'32" W a distance of 40.00 feet; thence S 01°36'26" E a distance of 228.91 feet; thence N 84°52'02" E a distance of 216.01 feet; thence N 71°81'04" E a distance of 168.28 feet; thence S 39°40'45" W a distance of 208.33 feet; thence S 67°11'55" W a distance of 224.44 feet; thence S 68°35'54" W a distance of 74.33 feet; thence S 01°29'58" E a distance of 429.07 feet; thence S 71°58'43" W a distance of 206.02 feet; thence S 56°16'00" W a distance of 119.99 feet; thence S 20°05'18" W a distance of 93.87 feet; thence S 14°53'08" E a distance of 123.93 feet; thence S 50°19'12" E a distance of 246.88 feet; thence S 57°43'33" E a distance of 104.73 feet; thence S 82°00'48" E a distance of 114.03 feet; thence N 83°59'30" E a distance of 220.12 feet; thence N 88°48'52" E a distance of 176.97 feet; thence N 85°18'52" E a distance of 124.02 feet; thence N 35°39'47" E a distance of 178.77 feet; thence S 09°55'35" W a distance of 139.11 feet; thence S 45°24'22" E a distance of 104.78 feet; thence N 89°37'00" E a distance of 399.46 feet, said tract containing 107.46 acres, more or less.

433 NGS 11 14
1/15/83
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES AT BIRD ISLAND, BLOCK THREE

NOTICE OF ADDITION OF LAND
TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COVES AT BIRD ISLAND, BLOCK THREE

THIS NOTICE OF ADDITION OF LAND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES AT BIRD ISLAND, BLOCK ONE is made this 10th day of August, 1983, by GRAND BLUFFS DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter "Grantor").

RECITALS

A. Grantor is the owner of The Coves at Bird Island, Block Three, which is located on the shores of Grand Lake in Delaware County, State of Oklahoma, and is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, which described real property is hereinafter referred to as "Block Three."

B. On November 10, 1981, Grantor executed a Declaration of Covenants, Conditions and Restrictions affecting The Coves at Bird Island, Block One (hereinafter referred to as the "Declaration"). The Declaration was filed of record in the Real Estate Records of Delaware County, Oklahoma, on November 13, 1981, at Book 423, Pages 1 through 26.

C. In accordance with Section 2.02 of the Declaration, on May 17, 1983, Grantor executed a Notice of Addition of Land to The Declaration of Covenants, Conditions and Restrictions for The Coves at Bird Island, Block One (hereinafter referred to as the "Notice of Addition of Land"). The Notice of Addition of Land was filed of record in The Real Estate Records of Delaware County, Oklahoma, on May 27, 1982 at Book 431, Pages 837 through 841.

D. Grantor desires to add Block Three to the Declaration in accordance with Section 2.02 of the Declaration which allows Grantor to add certain land to the Declaration as provided for therein.

NOW, THEREFORE, Grantor does hereby execute this Notice in accordance with Section 2.02 of the Declaration as follows:

1. Grantor does hereby declare that Block Three is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration recorded on November 13, 1981, at Book 423, Pages 1-26 of the Real Estate Records of Delaware County, Oklahoma. The Declaration shall run with Block Three and all parts thereof; shall be binding upon all persons having or acquiring any interest in Block Three or any part thereof; shall inure to the benefit of and be binding upon every part of Block Three and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Grantor, its successors in interest, each owner and his successors in interest, and the Local Association and its successors in interest as hereinafter more specifically set forth.

2. The provisions of the Declaration shall apply to Block Three as expressly set forth in the Declaration, except as modified or amplified by the following:

- (a) The land covered by the Declaration shall hereafter include Block Three and wherever the term "Block One" appears in the original Declaration, said term shall also mean Block Three so that the Declaration shall apply to both Blocks One and Three of The Coves at Bird Island in addition to Block Two.
- (b) "Lake Front Lots" as that term is used in the Declaration shall include the following lots in Block Three: Lots 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46 and 47. These Lake Front Lots in Block Three shall be subject to the first paragraph of Section 4.13.
- (c) Section 4.01 of the Declaration shall be modified by having Lots 1 through 57 of Block Three added to Section 4.01 in addition to Lots 1 through 114 of Block One and Lots 1 through 138 of Block Two presently covered by Section 4.01 of the Declaration and Notice of Addition of Land.

(d) The "Streets", "Utility Easements" (or "All Purpose Easement"), "Green Belt" or ("G.B.") and "Wilderness Areas" for The Coves at Bird Island in Block Three shall be located as shown on the Plat for Block Three and shall be subject to the provisions of the Declaration concerning those terms. The areas identified as "Wilderness Easements" on the Plat for Block Three shall have the same meaning as "Wilderness Areas" and be subject to Section 4.10 of the Declaration as if they had been designated "Wilderness Areas."

(e) The area marked "S.G.B." shall mean "Special Green Belt." The Special Green Belt shall be Common Area for the use of the Owners in Blocks One, Two and Three, their guests and invitees, Grantor and any other Person designated by Grantor. No improvements shall be constructed upon the Special Green Belt except with the prior approval of the Grantor, except, however, for the construction by Grantor at its discretion of a series of golf cart paths at locations deemed desirable by Grantor. In the event Grantor constructs a series of golf cart paths, those portions of the Special Green Belt where such paths were constructed shall accommodate such pedestrian access, which use may include walking, passive recreation, bicycles, golf carts and other similar vehicles but shall not include motorcycles, dirt bikes, cars, trucks or motorized vehicles of any type other than golf carts. The Special Green Belt shall become either Local Association Property having jurisdiction over the area where the Special Green Belts are located or Master Association Property (at Grantor's discretion) upon conveyance by Grantor. The Association to which these Special Green Belts are conveyed shall have the responsibility for the

operation, maintenance and clean up of the ^{Block Three} Special Green Belt.

(f) The Southern Property Owners Association, Inc. shall be the "Local Association" having jurisdiction over Block Three as further described in Article VI of the Declaration.

3. The legal description for the land being added to the Declaration by this Notice of Addition of Land is attached hereto as Exhibit "A" and by reference made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Notice of Addition of Land the day and year first above written.

GRAND BLUFFS DEVELOPMENT COMPANY,
an Oklahoma general partnership
By: TFC INVESTMENTS, LTD., an
Oklahoma limited partnership
Managing General Partner
By: FRACORP INC., an Oklahoma
corporation, its Managing
General Partner

[Signature]
Assistant Secretary

By: *[Signature]*
Vice President

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

The foregoing instrument was subscribed and sworn to be fore me, this 10th day of August, 1983 by Stephen W. Mills, Vice President of FRACORP INC., an Oklahoma corporation, on behalf of said corporation.

NOTARY PUBLIC
My Commission Expires: 7-17-86
[Signature]

[Signature]
Notary Public

EXHIBIT A

SNO: 451 200 828

THE COVES AT BIRD ISLAND, BLOCK 3

A subdivision known as The Coves at Bird Island, Block 3, located in the N/2 of Section 28 and the SW/2, SE/4 of Section 21, Township 24 North, Range 22 East; Indian Base and Meridian in Delaware County, State of Oklahoma, more particularly described as follows:

Commencing at the North Quarter Corner of Section 28, Township 24 North, Range 22 East; thence S $66^{\circ}29'45''$ W a distance of 1112.63 feet to the point of beginning; thence S $34^{\circ}42'59''$ W a distance of 413.19 feet; thence S $06^{\circ}19'13''$ E a distance of 317.93 feet; thence S $44^{\circ}43'42''$ E a distance of 149.20 feet; thence S $68^{\circ}10'45''$ E a distance of 546.13 feet; thence S $46^{\circ}29'34''$ E a distance of 434.31 feet; thence N $82^{\circ}42'57''$ E a distance of 153.43 feet; thence S $54^{\circ}48'56''$ E a distance of 12.00 feet; thence N $35^{\circ}11'04''$ E a distance of 0.00 feet; thence on a curve to the left having a radius of 214.56 feet and delta of $18^{\circ}42'55''$; thence N $16^{\circ}28'09''$ E a distance of 13.15 feet; thence a distance of 117.62 feet on a curve to the right having a radius of 241.77 feet; thence a distance of 182.97 feet on a curve to the left having a radius of 209.78 feet; thence N $05^{\circ}37'42''$ W a distance of 27.86 feet; thence a distance of 176.32 feet on a curve to the left having a radius of 356.51 feet; thence N $56^{\circ}02'06''$ E a distance of 12.00 feet; thence N $73^{\circ}43'57''$ E a distance of 199.05 feet; thence S $88^{\circ}41'29''$ E a distance of 197.05 feet; thence S $64^{\circ}33'00''$ E a distance of 91.92 feet; thence S $75^{\circ}27'56''$ E a distance of 182.03 feet; thence N $15^{\circ}36'26''$ E a distance of 694.28 feet; thence N $25^{\circ}48'43''$ E a distance of 445.32 feet; thence N $63^{\circ}42'48''$ W a distance of 243.08 feet; thence N $34^{\circ}56'15''$ E a distance of 34.17 feet; thence N $55^{\circ}03'45''$ W a distance of 24.00 feet; thence N $66^{\circ}30'34''$ W a distance of 162.31 feet; thence S $27^{\circ}28'14''$ W a distance of 537.62 feet; thence S $13^{\circ}03'34''$ W a distance of 199.15 feet; thence S $75^{\circ}55'39''$ W a distance of 476.23 feet; thence S $73^{\circ}19'18''$ W a distance of 12.00 feet; thence N $16^{\circ}40'42''$ W a distance of 0.00 feet; thence on a curve to the left having a radius of 227.51 feet and a delta of $07^{\circ}12'54''$; thence a distance of 167.82 feet on a curve to the left having a radius of 282.33 feet; thence a distance of 176.32 feet on a curve to the left having a radius of 149.66 feet; thence a distance of 64.48 feet on a curve to the right having a radius of 200.39 feet; thence S $72^{\circ}59'04''$ W a distance of 6.90 feet; thence a distance of 160.70 feet on a curve to the right having a radius of 387.95 feet; thence a distance of 160.96 feet on a curve to the right having a radius of 202.61 feet; thence N $37^{\circ}45'48''$ W a distance of 50.43 feet; thence a distance of 105.86 feet on a curve to the left having a radius of 90.09 feet; thence S $74^{\circ}54'44''$ W a distance of 30.73 feet; thence along a curve to the right having a radius of 124.48 feet and a delta of $39^{\circ}34'18''$, to the point of beginning, said tract containing 39.57 acres, more or less.

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NOTICE OF ADDITION OF LAND
TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COVES AT BIRD ISLAND, BLOCK ONE

THIS NOTICE OF ADDITION OF LAND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES AT BIRD ISLAND, BLOCK ONE, is made this 29th day of NOVEMBER, 1984, by GRAND BLUFFS DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter "Grantor") and the following parties who are property owners -- HOWARD TRENT WOOD and MAE MILNER WOOD; MILDRED LEE GUSTAS; PAUL A. ROLL and WILMA M. ROLL; CARSON A. MCKINNEY and JANICE B. MCKINNEY; BART BEMUSDAFFER and BETTY J. BEMUSDAFFER; SAMUEL H. PARK and EUNNA PARK; BEVERLY A. JACKSON and LELAND L. LEACHMAN; JAMES R. HAYS, JR. and MARCHETA M. HAYS; VANOVER AND BERRY DEVELOPMENT CO., INC.; FRED S. WHITAKER, JR. and ALTA K. WHITAKER; F. T. GRAVATT and ALICE GRAVATT; JOHN D. LIVINGSTON; EDGAR L. SMITH, JR. and MAXINE SMITH; MURRY B. ATTERBERRY and F. LAVELLE ATTERBERRY; W. LEE POULSEN and CAROLEE J. POULSEN; STEPHEN P. MAYER, D.D.S. and LADONNA J. MAYER; E. L. THOMAS and DOROTHY J. THOMAS (hereinafter "Owners").

RECITALS

A. On the 5th day of April, 1984, Grantor, as the owner of certain real property located in Delaware County, Oklahoma, did record at Book 463, Page 637 et. seq. of the Delaware County Clerk's Office a plat of such real property (the "Platted Property").

B. On the 10th day of April, 1984, Grantor did record with the Delaware County Clerk's Office at Book 463, page 955 et. seq. that certain Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for The Coves at Bird Island, Block One (the "Covenants, Conditions and Restrictions Notice") encumbering the Platted Property with certain restrictions to run with the land located within the bounds of the Platted Property.

C. On the 18th day of April, 1984, Grantor did record with the Delaware County Clerk's Office at Book 463, Page 947 et. seq. that certain Notice of Addition of Land to Master Association Declaration (the "Master Association Notice") encumbering the Platted Property with certain restrictions to run with the land located within the bounds of the Platted Property.

D. All of the Owners acquired from Grantor, after April 10, 1984, all of their record title interest in and to the Platted Property and as such their lots were burdened, benefitted and encumbered by both the terms and conditions of the Master Association Notice and the Covenants, Conditions and Restrictions Notice (collectively the "Notices").

E. Subsequent to the individual conveyances made by Grantor to the Owners, Grantor discovered that there were numerous errors in the boundary lines and dimensions of the lots appearing on the face of the recorded plat of the Platted Property. In addition Grantor desired to make certain additions and modifications to the recorded plat of the Platted Property, which additions and modifications would likewise have an effect upon the terms and conditions contained in the Notices.

F. On the 29 day of NOVEMBER, 1984, Grantor and the Owners did record with the Delaware County Clerk's Office at Book 475, Page 864 et. seq. that certain "Vacation of Plat By Written Consent" whereby Grantor and the Owners did vacate the recorded plat of the Platted Property and further did terminate the Notices.

G. On the 21 day of NOVEMBER, 1984, Grantor and Owners did record at Book 475, Page 880 et. seq. of the Delaware County Clerk's Office a new plat of certain property owned by both Grantor and the Owners located in Delaware County, Oklahoma on the shores of Grand Lake, which property is now known as:

THE COVES AT BIRD ISLAND, BLOCK FOUR (4), A Sub-division Located in Section 20 and 21, T24N, R22E, of the Indian Base and Meridian, in Delaware County, Oklahoma, (the "New Platted Property").

which land is more particularly described on Exhibit "A" attached hereto and made a part hereof.

H. Grantor and Owners do hereby desire that the New Platted Property be encumbered by this Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for the Coves at Bird Island, Block One (the "New Covenants, Conditions and Restrictions Notice") so that the New Platted Property will be subject to all of the terms and conditions contained herein.

I. It is the intent of both Grantor and the Owners that no rights be created herein in favor of the Owners (with respect to the New Platted Property or otherwise) which would be greater than those rights created in favor of the Owners had they purchased their respective parcels already encumbered by this New Covenants, Conditions and Restrictions Notice. In order to carry out the foregoing intent, this New Covenants, Conditions and Restrictions Notice shall be interpreted as though Owners were not a party to this New Covenants, Conditions and Restrictions Notice and acquire their interest in and to the New Platted Property already encumbered by the New Covenants, Conditions and Restrictions Notice. It being understood that the execution and recording of this New Covenants, Conditions and Restrictions Notice is a result of correcting errors in the previously recorded plat of the Platted Property and therefore should not be used or considered by Owners as granting to them greater rights hereunder because they are signatories to this New Covenants, Conditions and Restrictions Notice.

J. On November 10, 1981, Grantor executed a Declaration of Covenants, Conditions and Restrictions affecting The Coves at Bird Island, Block One (hereinafter referred to as the "Declaration"). The Declaration was filed of record in the Real Estate Records of Delaware County, Oklahoma, on November 13, 1981, at Book 423, Pages 1 through 26.

K. In accordance with Section 2.02 of the Declaration, on May 17, 1982, and on August 10, 1983, Grantor executed Notices of Addition of Land to The Declaration of Covenants, Conditions and Restrictions for The Coves at Bird Island, Block One

(hereinafter referred to collectively as the "Notice of Addition of Land"). The Notice of Addition of Land as it applied to Block Two was filed of record in The Real Estate Records of Delaware County, Oklahoma, on May 27, 1982 at Book 431, Pages 837 through 841 and the Notice of Addition of Land as it applied to Block Three was filed of record in the Real Estate Records of Delaware County, Oklahoma on August 11, 1983, at Book 451, Pages 654 through 658.

L. Grantor and Owners desire to add Block Four to the Declaration in accordance with Section 2.02 of the Declaration which provides for the addition of certain land to the Declaration as provided for therein and further, Grantor and Owners consent to having the property owned by Owners made subject to the Declaration.

NOW, THEREFORE, Grantor and the Owners do hereby execute this New Covenants, Conditions and Restrictions Notice in accordance with Section 2.02 of the Declaration as follows:

1. Grantor and the Owners do hereby declare that Block Four is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration recorded on November 13, 1981, at Book 423, Pages 1-26 of the Real Estate Records of Delaware County, Oklahoma. The Declaration shall run with Block Four and all parts thereof; shall be binding upon all persons having or acquiring any interest in Block Four or any part thereof; shall inure to the benefit of and be binding upon every part of Block Four and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Grantor, its successors in interest, each owner and his successors in interest, and the Local Association and its successors in interest as hereinafter more specifically set forth.

2. The provisions of the Declaration shall apply to Block Four as expressly set forth in the Declaration, except as modified or amplified by the following:

(a) The land covered by the Declaration shall hereafter include Block Four and wherever the term

"Block One" appears in the original Declaration, said term shall also mean Block Four so that the Declaration shall apply to both Blocks One and Four of The Coves at Bird Island in addition to Blocks Two and Three as provided for under their respective Notice of Addition of Land.

- (b) With respect to Block Four only, the following additional words and phrases shall be added to ARTICLE I DEFINITIONS and when such words or phrases are used herein they shall have the meanings hereafter specified.

"CENTRAL SEWAGE TREATMENT FACILITIES shall mean the sewage facilities constructed by Grantor to serve the Sewered Lots and any other Lots or additions which Grantor desires the Central Sewage Treatment Facilities to serve."

"FAIRWAY LOT shall mean the following Lots in Block Four: Lots 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 70, 73, 74, 75, 76, 80, 81, 82, 83, 93, 94, 95, 96, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 134, 135, 139, 140, 141, 142, 143, 144, 145, 147, 148, 149, 150, 153, 154, 155, and 156."

"SEWERED LOT shall mean the following Lots in Block Four: Lots 1 through 22 inclusive, Lots 24 through 101 inclusive, and Lots 133 through 156 inclusive."

- (c) Section 4.01 of the declaration shall be modified by having Lots 1 through 22 and Lots 24 through 156 of Block Four added to Section 4.01 in addition to Lots 1 through 114 of Block One, Lots 1 through 130 of Block Two and Lots 1 through 57 of Block Three presently covered by Section 4.01 of the Declaration and Notice of Addition of Land.

(d) With respect to Block Four only, SECTION 4.06 (A) shall be amended to read as follows:

"Sewer System.

- (i) Except for the owners of Lots 1 through 22 inclusive, Lots 24 through 101 inclusive, and Lots 133 through 156 inclusive in Block Four (such lots being hereinafter referred to as the "Sewered Lots"), each owner of a Lot or Commercial Site shall provide for the construction and maintenance of its own septic system for the disposal of sewage which system must be approved by the Architectural Committee and the appropriate governmental authority prior to construction of any Improvements by any such Owner.
- (ii) Grantor hereby undertakes and agrees to build and cause to be built a central sewage treatment plant and sewage lines (hereinafter "Central Sewage Treatment Facilities") and to lay and install sewage disposal lines to serve the Sewered Lots in Block Four. The owner of a Sewered Lot shall not install any private or individual sewage systems (such as but not limited to septic systems) on a Sewered Lot. The gravity sewage disposal lines shall be laid by Grantor within the roadways, the All Purpose Easement, the Sanitary Sewer Easement, the Utility Easements, the Wilderness Area, and in some cases the areas designated as Special Green Belt, as shown on the plat of Block Four. No other Improvements shall be made over these Easements or Areas without first obtaining the prior written approval of the Architectural Committee. The Central Sewage Treatment Facilities may include

gravity sewage disposal lines, force main lines, a lift station, a sewage treatment plant and disposal facilities and such other related facilities as Grantor determines to be necessary. The Central Sewage Treatment Facilities where shown on the plat, or if not shown on the plat upon property designated by Grantor, shall be considered Common Area and upon conveyance by Grantor, said Central Sewage Treatment Facilities and the site upon which the Central Sewage Treatment Facilities are located if not shown on the plat shall become Master Association Property. The Master Association, (as that term is further defined in the Master Association Declaration The Coves at Bird island recorded at Book 422, Page 880 et seq. Delaware County Records, Oklahoma hereinafter "The Master Association Declaration") shall have full responsibility for maintaining, operating and repairing the Central Sewage Treatment Facilities once the Central Sewage Treatment Facilities or any part thereof has been constructed by Grantor; however, the cost of such maintenance, repair and operation of the Central Sewage Treatment Facilities, shall be borne by the owners of the Sewered Lots through the use fees they will pay to the Master Association or through any assessments, dues or fees levied or established by the Master Association pursuant to Section 4.06 of the Master Association Declaration or under any other Section of the Master Association Declaration. Each Owner of a Sewered Lot in Block Four, at his own expense, shall be

responsible for the cost of laying secondary sewage lines from any improvements to the sewer lines constructed and installed by Grantor and further the Owner of a Sewered Lot shall be responsible for the maintenance and operation of such secondary sewage lines. Such secondary sewage lines shall be connected with the main sewage lines in accordance with the procedure described in the Notice of Addition of Land to Master Association Declaration for Block Four."

- (e) With respect to Block Four only, SECTION 4.08 (A) shall be amended to read as follows:

"(A) Minimum Size of Residences. The enclosed interior floor area of any residence located on any Lot in Block Four shall not be less than 1,500 square feet except for the Fairway Lots where the enclosed interior floor area of any residence shall not be less than 1000 square feet."

- (f) With respect to Block Four only, SECTION 4.09 (C) shall be amended to read as follows:

"(C) Rear Yard. The minimum rear yard set back line for all lots except for the Fairway Lots shall be 15 feet from the rear lot line. The minimum rear yard set back line for the Fairway Lots shall be determined by the Architectural Committee on a Lot by Lot basis at the time the Owner of such Fairway Lot submits his construction plans to the Architectural Committee for approval. In reviewing such construction plans the Architectural Committee shall take into consideration, (along with such other matters as the Architectural Committee deems appropriate) the location of such Fairway Lot with regard to its proximity to the various tee boxes, Fairways and

greens in an attempt to establish minimum rear yard set back lines for the Fairway Lots in an attempt to minimize any possible personal injuries or possible property damage to any person or to the Improvements made upon the Fairway Lot which injury or damage may be the result of "stray golf shots". However, in determining the minimum rear yard set back lines for the Fairway Lots the Architectural Committee shall at all times take into consideration the overall architectural integrity and appearance of the Fairway Lots in Block Four. Once the Architectural Committee has established a rear yard set back line for any Fairway Lot, such shall be documented by the Owner of a Fairway Lot signing and filing of public record a document in recordable form prepared for signature by the Fairway Lot Owner and consented to by the Grantor, the Architectural Committee and the Local Association prior to being issued a building permit. Such document shall be in form and substance satisfactory to the Architectural Committee.

The establishment by the Architectural Committee of minimum rear yard set back lines for the Fairway Lots shall in no event be deemed or construed as either a representation, warranty or guarantee to the Fairway Lot Owner that no personal or property damage will result to any person(s) on the Fairway Lot or to any Improvements made to or upon the Fairway Lot. The members, directors, officers and employees of the Architectural Committee, the Local Association, the Master Association and Grantor shall be released by the Fairway Lot Owner, his family, guests, licensees, invitees or any other person upon the Fairway Lot from any liability whatsoever as a

result of any damage or injury arising out of either establishing or consenting to the minimum rear yard set back lines for the Fairway Lots.

The owners of all other Lots or areas or the holders of any Mortgage, Deed of Trust or other Security Interest in the property in Block Four hereby understand and consent to this procedure and realize that the minimum rear yard set back lines for any of the Fairway Lots may vary from lot to lot and do further hereby agree that their consent (except with respect to the consents required above) to the establishment of minimum rear yard set back lines for the Fairway Lots shall not be necessary and is hereby waived, and the establishment of minimum rear yard set back lines in accordance with the procedure established above shall not be considered or construed as an amendment to the plat requiring their approval.

The "rear lot lines" for the Fairway Lots shall mean the lot line or lot lines which front on the Golf Course.

- (g) With respect to Block Four only, the following language shall be added to SECTION 4.12 Fencing:
 "No fence shall be constructed by a Fairway Lot Owner within the minimum rear yard set back lines established pursuant to SECTION 4.09 (C) however, only hedges, shrubs or "living screens" approved by the Architectural Committee shall be permitted within the minimum rear yard set back lines established pursuant to SECTION 4.09 (C) of the Fairway Lots."
- (h) With respect to Block Four only, SECTION 4.13 Boat Slips and Docks shall be amended to read as follows:

"SECTION 4.13 Boat Slips and Docks. The owners of the following Lots shall not be allowed to construct or erect boat docks, boat slips or any other structure on the lake adjacent to their lots: Lots 8, 9, 10, 11, 12, 13, 14, 24, 25, 26, 27, and 28 inclusive."

(i) The "Streets", "Utility Easements" (which "Utility Easements" are sometimes referred to on the plat for Block Four as either "U/E", "All Purpose Easement", "Sanitary Sewer Easement" or "San. Sewer Easem't") "Green Belts" (which "Green Belts" are sometimes referred to on the plat as either "G.B.", "GB" or "23-GB) and "Wilderness Areas" for the Coves at Bird Island, Block Four shall be located as shown on the Plat for Block Four and shall be subject to the provisions of the Declaration concerning those terms provided; however, with respect to "Utility Easements" such use shall not be limited to "public utility functions" as defined in SECTION 4.07 of the Declaration but shall also include "private utility functions" such as but not limited to Grantor laying the sanitary sewer lines as part of the construction of the Central Sewage Treatment Facilities to serve the Sewered Lots in Block Four.

(j) GOLF COURSE EASEMENT. Grantor hereby reserves for itself, designees, appointees, successors and/or assigns, the perpetual right and easement to enter upon that portion of Lots 46, 70, 73, 74, 75, 76, 101, 102, 103, 109, 110, 111, 144, and 147 burdened by a Golf Course Easement, the dimensions and location of which are more particularly indicated on the Plat for Block Four, for the purpose of allowing "golfing related activities" to be conducted upon that portion of

the lot burdened by the Golf Course Easement. "Golfing related activity" shall include but not be limited to the playing of golf, the construction and maintenance of any golfing related improvements such as but not limited to tee boxes, sand traps, greens and fairways either already located upon, or to be located upon that portion of the lots burdened by the Golf Course Easement, and maintaining that portion of the property burdened by or adjoining that portion of the lot burdened by the Golf Course Easement. The Owner of the lot burdened by the Golf Course Easement shall make no improvements upon or to that portion of the lot burdened by the Golf Course Easement. If Grantor, at some future date is no longer the owner of the property presently unplatted, which adjoins that portion of the lot burdened by the Golf Course Easement, then this Golf Course Easement shall run to the benefit of the owner of the property adjoining that portion of the lots burdened by the Golf Course Easement.

- (k) Those areas marked "Special Green Belt", except as otherwise may be utilized pursuant to paragraph 2(d) above, shall be Common Area for the use of those persons owning lots abutting each Special Green Belt, their guests and invitees, Grantor and any other Person or entity designated by Grantor provided; however, that the Special Green Belt Areas located between Lots 116 and 117, and the Special Green Belt Area located between Lots 126, 127, 133 and 134 may be used by any Lot Owner within Block Four, their guests, and invitees, or by Grantor and any other person or entity designated by Grantor including but not limited to The Coves Golf Club, Inc., their successors and/or assigns, its members, the

employees, agents, contractors and subcontractors of both Grantor and The Coves Golf Club, Inc. No improvements shall be constructed upon the Special Green Belt except with the prior approval of the Grantor, except, however, for the construction by Grantor at its discretion of a series of golf cart paths at locations deemed desirable by Grantor and except as otherwise indicated in paragraph 2(d) above. In the event Grantor constructs a series of golf cart paths, those portions of the Special Green Belt where such paths were constructed shall accommodate such pedestrian access, which use may include walking, passive recreation, bicycles, golf carts and other similar vehicles but shall not include motorcycles, dirt bikes, cars, trucks or motorized vehicles of any type other than golf carts; provided, however, that notwithstanding the foregoing Grantor, or any person or entity designated by Grantor including but not limited to The Coves Golf Club, Inc., their successors and/or assigns, their employees, agents, contractors, and subcontractors shall have the right to drive motorized vehicles over the Special Green Belt areas located between Lots 116 and 117 and between Lots 126, 127, 133 and 134 for the purpose of maintaining the Golf Course. In addition Grantor reserves unto itself and for its successors and/or assigns the right to construct, lay, install and maintain utilities, including but not limited to sanitary sewer lines within the Special Green Belt Areas, and further reserves the right to enter upon such property for the purpose of maintaining, repairing and constructing the same. Grantor, its successors and/or assigns shall have no liability for damage done to any

Improvements constructed over any installed utilities, including but not limited to sewer lines when Grantor is exercising its right of entry for repair, maintenance and construction. The Special Green Belt shall become either Local Association Property having jurisdiction over the area where the Special Green Belts are located or Master Association Property (at Grantor's discretion) upon conveyance by Grantor. The Association to which these Special Green Belts are conveyed shall have the responsibility for the operation, maintenance and clean up of the Special Green Belt areas.

(1) The Southern Property Owners Association, Inc. shall be the "Local Association" having jurisdiction over Block Four as further described in Article VI of the Declaration.

3. The legal description for the land being added to the Declaration by this Notice of Addition of Land is attached hereto as Exhibit "A" and by reference made a part hereof.

4. Grantor hereby consents, and Grantor and Owners do hereby agree to have the New Platted Property, including the land owned by Owners, made subject to the terms and conditions of the Declaration and this Notice. Owners further agree that Grantor will exercise its rights and duties as Grantor with respect to the New Platted Property described herein regardless of the fact that portions of the New Platted Property are owned by Owners. Owners agree that their respective interests shall be burdened by the terms and conditions contained herein.

IN WITNESS WHEREOF, Grantor and Owners have executed this Notice of Addition of Land the day and year first above written.

GRAND BLUFFS DEVELOPMENT COMPANY,
an Oklahoma general partnership

By: TFC INVESTMENTS, LTD., an
Oklahoma limited partnership,
Managing General partner

By: FRACORP, INC., an Oklahoma
corporation, its Managing
General partner

By: Thomas J. Field
Assistant Secretary

TJT

By: Stephen W. Mills
Vice-President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 19th
day of October, 1984, by Stephen W. Mills, Vice-
President of FRACORP, INC., an Oklahoma corporation, Managing
General Partner of TFC Investments, Ltd., an Oklahoma Limited
Partnership which is the Managing General Partner of Grand
Bluffs Development Company, an Oklahoma general Partnership.

Linda Carol Hensch
Notary Public

My Commission Expires:
August 7, 1986

Howard Trent Wood
Howard Trent Wood

Mae Milner Wood
Mae Milner Wood

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 2nd
day of November, 1984, by Howard Trent Wood and Mae
Milner Wood, husband and wife.

My Commission Expires:
8-11-87

Joanna M. Cready
Notary Public

Mildred Lee Gustas
Mildred Lee Gustas

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 9th
day of November, 1984, by Mildred Lee Gustas, a
married person.

My Commission Expires:
8-11-87

Joanna M. Cready
Notary Public

Paul A. Roll
Paul A. Roll

Wilma N. Roll
Wilma N. Roll

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 11th day of November, 1984, by Paul A. Roll and Wilma N. Roll, husband and wife.

PUBLIC
NOTARIES
My Commission Expires:
4-11-87

Joanne M. Cready
Notary Public

Carson A. McKinney
Carson A. McKinney

Janice B. McKinney
Janice B. McKinney

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 2nd day of November, 1984, by Carson A. McKinney and Janice B. McKinney, husband and wife.

PUBLIC
NOTARIES
My Commission Expires:
4-11-87

Joanne M. Cready
Notary Public

Bart Bemusdaffer
Bart Bemusdaffer

Betty J. Bemusdaffer
Betty J. Bemusdaffer

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 7th day of November, 1984, by Bart Bemusdaffer and Betty J. Bemusdaffer, husband and wife.

My Commission Expires:
4-11-87

Joanne M. Cready
Notary Public

Samuel H. Park
Samuel H. Park

Eunna Park
Eunna Park

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 12th day of November, 1984, by Samuel H. Park and Eunna Park, husband and wife.

My Commission Expires:
4-11-87

Joanne M. Cready
Notary Public

Beverly A. Jackson
Beverly A. Jackson,

BOOK 475 PAGE 918

STATE OF OKLAHOMA)
COUNTY OF DELAWARE) 58.

The foregoing instrument was acknowledged before me this 20th day of October, 1984, by Beverly A. Jackson, a single person.

My Commission Expires: 4-11-87

Jeanne McCready
Notary Public

Leland L. Leachman
Leland L. Leachman

STATE OF OKLAHOMA)
COUNTY OF DELAWARE) 55.

The foregoing instrument was acknowledged before me this 30th day of October, 1984, by Leland L. Leachman, a single person.

My Commission Expires: 4-11-87

Jeanne McCready
Notary Public

James R. Hays Jr.
James R. Hays Jr.

Marcheta M. Hays
Marcheta M. Hays

STATE OF OKLAHOMA)
COUNTY OF DELAWARE) 55.

The foregoing instrument was acknowledged before me this 2nd day of November, 1984, by James R. Hays, Jr. and Marcheta M. Hays, husband and wife.

My Commission Expires: 4-11-87

Jeanne McCready
Notary Public

Fred S. Whitaker, Jr.
Fred S. Whitaker, Jr.

Alta K. Whitaker
Alta K. Whitaker

STATE OF OKLAHOMA)
COUNTY OF DELAWARE) 55.

The foregoing instrument was acknowledged before me this 30th day of October, 1984, by Fred S. Whitaker, Jr., and Alta K. Whitaker, husband and wife.

My Commission Expires: 4-11-87

Jeanne McCready
Notary Public

F. T. Gravatt
F. T. Gravatt

Alice Gravatt
Alice Gravatt

STATE OF OKLAHOMA)
) SS.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 2nd day of 11 November, 1984, by F. T. Gravatt and Alice Gravatt, husband and wife.

My Commission Expires:
4-11-87

Joanne McCreedy
Notary Public

John D. Livingston
John D. Livingston

STATE OF OKLAHOMA)
) SS.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 8th day of November, 1984, by John D. Livingston, a single person.

My Commission Expires:
4-11-87

Joanne McCreedy
Notary Public

Edgar L. Smith, Jr.
Edgar L. Smith, Jr.

Maxine Smith
Maxine Smith

STATE OF OKLAHOMA)
) SS.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 23rd day of November, 1984, by Edgar L. Smith, Jr. and Maxine Smith, husband and wife.

My Commission Expires:
4-11-87

Joanne McCreedy
Notary Public

Murry B. Atterberry
Murry B. Atterberry

F. Lavelle Atterberry
F. Lavelle Atterberry

STATE OF OKLAHOMA)
) SS.
COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 2nd day of November, 1984, by Murry B. Atterberry and F. Lavelle Atterberry, husband and wife.

My Commission Expires:
4-11-87

Joanne McCreedy
Notary Public

W. Lee Poulsen
W. Lee Poulsen

Carolee J. Poulsen
Carolee J. Poulsen

STATE OF OKLAHOMA)
COUNTY OF DELAWARE) ss.

The foregoing instrument was acknowledged before me this 14th day of November, 1984, by W. Lee Poulsen and Carolee J. Poulsen, husband and wife.

My Commission Expires: 4-11-87

Joanna M. Cready
Notary Public

Stephen P. Mayer
Stephen P. Mayer, D.D.S.

LaDonna J. Mayer
LaDonna J. Mayer

STATE OF OKLAHOMA)
COUNTY OF Delaware) ss.

The foregoing instrument was acknowledged before me this 30th day of October, 1984, by Stephen P. Mayer, D.D.S. and LaDonna J. Mayer, husband and wife.

My Commission Expires: 4-11-87

Joanna M. Cready
Notary Public

VANOVER and BERRY
DEVELOPMENT CO., INC.,

Attest:

BY: [Signature]
President

Secretary

STATE OF OKLAHOMA)
COUNTY OF Delaware) ss.

The foregoing instrument was acknowledged before me this 27th day of October, 1984, by Floyd R. Vanover, President of Vanover and Berry Development Co., Inc., an Oklahoma corporation, on behalf of the corporation.

My Commission Expires: 4-11-87

Joanna M. Cready
Notary Public

E. L. Thomas
E. L. Thomas

Dorothy J. Thomas
Dorothy J. Thomas

STATE OF OKLAHOMA)
COUNTY OF Delaware) ss.

The foregoing instrument was acknowledged before me this 27th day of October, 1984, by E. L. Thomas and Dorothy J. Thomas, husband and wife.

My Commission Expires: 10-6-86

Joanna M. Cready
Notary Public

210

A subdivision known as The Coves at Bird Island, Block 4, located in Sections 28 and 21, Township 24 North, Range 22 East, Indian Base and Meridian in Delaware County, State of Oklahoma, more particularly described as follows:

Considering that the line between the North Quarter Corner of Section 26, Township 24 North, Range 22 East, and the Northwest Corner of Lot 48, Block 3, of the Coves at Bird Island bears N 83°42'57" E and with all other bearings contained herein relative thereto; thence beginning at the Northwest Corner of Lot 48, Block 3, of The Coves at Bird Island from which the North Quarter Corner of said Section 28 lies S 83°42'57" W a distance of 642.47 feet, said point being the Point of Beginning; thence N 32°30'00" W for a distance of 52.27 feet; thence N 63°15'12" E for a distance of 114.01 feet; thence N 41°04'54" E for a distance of 258.70 feet; thence N 09°44'36" W for a distance of 205.30 feet; thence N 29°52'03" E for a distance of 68.96 feet; thence along a circular curve North of a chord bearing N 81°01'46" W an arc distance of 210.05 feet (R=311.39 feet, delta=38°38'57", chord=206.08 feet); thence S 79°38'48" W for a distance of 96.94 feet; thence along a circular curve to the right having a chord bearing of S 89°33'47" W an arc distance of 121.56 feet (R=351.17 feet, delta=19°49'58", chord=120.95 feet); thence along a circular curve to the left having a chord bearing of S 57°25'00" W an arc distance of 22.02 feet (R=15.00 feet, delta=84°07'31", chord=20.10 feet); thence along a circular curve to the right having a chord bearing of S 23°12'47" W an arc distance of 86.21 feet (R=314.24 feet, delta=15°43'05", chord=85.94 feet); thence N 58°55'40" W for a distance of 24.00 feet; thence along a circular curve to the left having a chord bearing of N 20°49'15" E an arc distance of 103.86 feet (R=290.24 feet, delta=20°30'09", chord=103.31 feet); thence along a circular curve to the left having a chord bearing of N 01°38'15" E an arc distance of 64.52 feet (R=206.93 feet, delta=17°51'51", chord=64.26 feet); thence N 07°17'40" W for a distance of 0.22 feet; thence along a circular curve to the right having a chord bearing of N 04°34'44" W an arc distance of 141.02 feet (R=1,487.76 feet, delta=05°25'53", chord=140.98 feet); thence N 01°51'47" W for a distance of 2.58 feet; thence along a circular curve to the right having a chord bearing of N 00°18'08" E an arc distance of 100.86 feet (R=1,334.34 feet, delta=04°19'51", chord=100.84 feet); thence N 02°28'04" E for a distance of 100.00 feet; thence along a circular curve to the right having a chord bearing of N 23°21'58" E an arc distance of 152.76 feet (R=209.41 feet, delta=41°47'48", chord=149.40 feet); thence N 44°15'52" E for a distance of 180.10 feet; thence N 45°44'08" W for a distance of 81.58 feet; thence N 24°36'18" E for a distance of 588.43 feet; thence N 01°58'48" W for a distance of 130.53 feet; thence N 73°00'00" W for a distance of 77.79 feet; thence along a circular curve to the left having a chord bearing of S 86°52'13" W an arc distance of 164.10 feet (R=233.54 feet, delta=40°15'34", chord=160.74 feet); thence N 23°15'34" W for a distance of 24.00 feet; thence along a circular curve North of a chord bearing of N 69°45'00" E an arc distance of 27.06 feet (R=257.54 feet, delta=06°01'11", chord=27.04 feet); thence N 05°37'15" E for a distance of 188.58 feet; thence N 83°26'35" E for a distance of 87.57 feet; thence S 15°45'52" E for a distance of 188.12 feet; thence S 17°00'00" W for a distance of 17.00 feet; thence S 73°00'00" E for a distance of 77.79 feet; thence along a circular curve to the left having a chord bearing of S 80°57'30" E an arc distance of 63.89 feet (R=230.00 feet, delta=15°55'00", chord=63.69 feet); thence N 04°41'54" W for a distance of 127.03 feet; thence N 20°43'32" W for a distance of 197.80 feet; thence N 12°08'13" W for a distance of 475.63 feet; thence N 02°20'49" E for a distance of 610.51 feet; thence N 36°52'12" E a distance of 175.00 feet; thence N 00°00'00" E for a distance of 145.00 feet; thence N 20°57'21" W for a distance of 754.93 feet; thence N 40°36'05" E for a distance of 61.59 feet; thence N 49°23'55" W for a distance of 25.00 feet; thence N 40°36'05" E for a distance of 24.00 feet; thence N 77°38'56" E for a distance of 274.64 feet; thence S 03°21'59" E for a distance of 85.15 feet; thence S 63°26'06" E for a distance of 78.26 feet; thence N 76°27'51" E for a distance of 277.71 feet; thence S 25°20'46" E for a distance of 105.12 feet; thence S 78°41'24" E for a distance of 50.99 feet; thence N 40°36'05" E for a distance of 92.20 feet; thence N 23°11'55" E for a distance of 76.16 feet; thence N 74°44'42" E for a distance of 228.04 feet; thence N 84°53'52" E for a distance of 281.11 feet; thence S 17°07'25" W for a distance of 657.65 feet; thence

S 40°42'39" W for a distance of 567.27 feet; thence S 18°54'06" E for a distance of 173.00 feet; thence S 03°34'35" W for a distance of 24.00 feet; thence S 06°25'25" E for a distance of 58.00 feet; thence S 04°40'24" E for a distance of 154.28 feet; thence S 07°45'55" E for a distance of 666.11 feet; thence S 00°52'05" E for a distance of 660.08 feet; thence S 28°48'39" E for a distance of 114.13 feet; thence S 74°32'49" W for a distance of 173.73 feet; thence along a circular curve East of a chord bearing S 10°15'01" W an arc distance of 139.95 feet (R=318.62 feet, delta=25°10'01", chord=138.83 feet); thence S 22°50'01" W for a distance of 9.23 feet; thence along a circular curve to the right having a chord bearing of S 31°08'40" W an arc distance of 80.19 feet (R=276.43 feet, delta=16°37'19", chord=79.91 feet); thence S 50°32'40" E for a distance of 86.85 feet; thence S 09°51'45" E for a distance of 130.14 feet; thence S 65°47'53" W for a distance of 92.54 feet; thence S 74°31'17" W for a distance of 337.23 feet; thence S 58°54'45" W for a distance of 347.02 feet; thence N 58°16'40" W for a distance of 105.37 feet; thence S 44°15'52" W for a distance of 33.36 feet; thence along a circular curve to the left having a chord bearing of S 23°21'58" W an arc distance of 135.25 feet (R=185.41 feet, delta=41°47'48", chord=132.28 feet); thence S 02°28'04" W for a distance of 100.00 feet; thence along a circular curve to the left having chord bearing of S 00°18'08" W an arc distance of 99.05 feet (R=1,310.34 feet, delta=04°19'51", chord=99.02 feet); thence S 01°51'47" E for a distance of 2.58 feet; thence along a circular curve to the left having a chord bearing of S 04°34'44" E an arc distance of 138.76 feet (R=1,463.76 feet, delta=05°25'53", chord=138.71 feet); thence S 07°17'40" E for a distance of 0.22 feet; thence along a circular curve to the right having a chord bearing of S 01°27'38" E an arc distance of 47.03 feet (R=230.93 feet, delta=11°40'04", chord=46.95 feet); thence along a circular curve to the left having a chord bearing of S 38°08'29" E a distance of 22.26 feet (R=15.00 feet, delta=85°01'46", chord=20.27 feet); thence N 10°22'26" E for a distance of 185.05 feet; thence N 26°11'09" E for a distance of 74.32 feet; thence N 62°47'02" E for a distance of 590.36 feet; thence N 73°03'29" E for a distance of 497.60 feet; thence S 15°11'09" E for a distance of 145.07 feet; thence S 10°38'26" E for a distance of 167.89 feet; thence S 42°10'22" E for a distance of 114.69 feet; thence S 45°00'00" W for a distance of 212.13 feet; thence S 26°49'19" W for a distance of 199.46 feet; thence S 40°06'03" W for a distance of 173.88 feet; thence S 23°03'50" W for a distance of 292.55 feet; thence S 35°09'59" W for a distance of 269.12 feet; thence S 25°12'01" W for a distance of 187.10 feet to the Northeast Corner of Lot 47, Block 3 of The Coves at Bird Island; thence N 62°57'32" W for a distance of 243.08 feet to the Northwest Corner of Lot 47, Block 3 of The Coves at Bird Island; thence N 35°41'31" E for a distance of 34.17 feet; thence N 54°18'29" W for a distance of 24.00 feet to the Northeast Corner of Lot 48, Block 3, of The Coves at Bird Island; thence N 65°45'18" W for a distance of 162.31 feet to the point of beginning, said tract containing 73.07 acres, more or less.

AMENDMENT TO
THE
NOTICE OF ADDITION OF LAND
TOTHE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE COVES AT BIRD ISLAND, BLOCK ONE1988 FEB 16 PM 3:25
536 PAGE 263-65
BY CEJ
CERFAX

THIS AMENDMENT to the Notice of Addition of Land to The Declaration of Covenants, Conditions and Restrictions, The Coves at Bird Island, Block One, as it effects the real property located in Delaware County, Oklahoma, as described on Exhibit "A" attached hereto and made a part hereof (the "Property") is made effective from and after July 1st, 1987 by Grand Bluffs Development Company, an Oklahoma general partnership (hereinafter "Grantor").

A. On November 13, 1981, Grantor did record that certain Declaration of Covenants, Conditions and Restrictions, The Coves at Bird Island, Block One, which was recorded on November 13, 1981 at Book 423, Pages 1-26 of the Delaware County Clerk's Office, Delaware County, Oklahoma (hereinafter the "Declaration").

B. On the 10th day of April, 1984, Grantor did record that certain Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for The Coves at Bird Island, Block One, which was recorded on April 10, 1984 at Book 463, Page 955 et seq. of the Delaware County Clerk's Office, Delaware County, Oklahoma (hereinafter the "Covenants, Conditions and Restrictions").

C. On the 29th day of November, 1984, certain property owners and Grantor did record that certain Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for The Coves at Bird Island, Block One, which was recorded on November 29, 1984 at Book 475, Page 902 et seq. of the Delaware County Clerk's Office (the "Corrected Covenants, Conditions and Restrictions"). The Corrected Covenants, Conditions and Restrictions were recorded in order to make corrections to the Covenants, Conditions and Restrictions and are intended to supersede the Covenants, Conditions and Restrictions.

D. The Declaration and the Corrected Covenants, Conditions and Restrictions shall be collectively referred to herein as the Notice.

E. The Grantor desires to amend SECTION 4.08(A) of the Notice with respect to certain lots located within the Property so that the minimum size of a residence will be modified as to the specified lots.

F. The Grantor desires to amend the Notice pursuant to SECTION 9.02(B) of the Notice, and as required thereby, the Grantor has sent appropriate notices and held appropriate hearings pursuant to SECTION 9.02(B). After so doing, Grantor now desires to make the proposed amendments effective as to the Property.

NOW THEREFORE, Grantor hereby executes this Amendment in order to document the amendment which Grantor has made to the Notice, all in accordance with the terms and conditions of the Notice, including but not limited to SECTION 9.02(B) of the Notice, so that SECTION 4.08(A) of the Notice shall be amended to read as follows:

SECTION 4.08

"(A) Minimum Size of Residences. The enclosed interior floor area of any residence located on any lot in Block Four shall not be less than 1,500

square feet, except for the following lots in Block Four, to-wit: Lots 8, 9, 10, 11, 12, 13, 14, 23, 24, 25, 26, 27, 28 and 29 where the interior floor area of any residence shall not be less than 1,800 square feet."

Except as modified herein all other terms and conditions contained in the Notice shall remain in full force and effect.

This Amendment to the Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions; The Coves at Bird Island, Block One was executed effective from and after the day and year first above written.

GRAND BLUFFS DEVELOPMENT COMPANY,
an Oklahoma general partnership,

By: C. Robert Buford
C. Robert Buford,
Managing General Partner

STATE OF Oklahoma)
) SS.
COUNTY OF Delaware)

Before me, a Notary Public, in and for the said County and State, on this 1st day of July, 1987, personally appeared C. ROBERT BUFORD, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Managing General Partner of Grand Bluffs Development Company, an Oklahoma general partnership, and acknowledged to me that he executed the same as his free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

Anna Louise B...
NOTARY PUBLIC

My Commission Expires:
October 6, 1990

t848

THE COVES AT BIRD ISLAND, BLOCK FOUR (4), a subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof, filed with the Delaware County Clerk on November 24, 1984, in Book 475 at Page 880.

FILED
STATE OF OKLAHOMA
DELAWARE COUNTY CLERK'S OFFICE
AUG 17 AM 9:18
BOOK 578 PAGE 350-354
BY J-K
16515

NOTICE OF ADDITION OF LAND
TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COVES AT BIRD ISLAND, BLOCK ONE

THIS NOTICE OF ADDITION OF LAND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES AT BIRD ISLAND, BLOCK ONE, is made this 17th day of August, 1988, by GRAND BLUFFS DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter "Grantor") and the following property owner -- ROBERT D. LOWRANCE, a single person (hereinafter the "Property Owner").

R E C I T A L S:

A. On the 30th day of June, 1988, Grantor, as the owner of certain real property located in Delaware County, Oklahoma, did record at Book 542 commencing at Page 899 of the Delaware County Clerk's Office a subdivision plat of certain real property (the "Platted Property"), all as more particularly described by metes and bounds in the recorded subdivision plat of the Platted Property.

B. On the 30th day of June, 1988, Grantor did record with the Delaware County Clerk's Office at Book 542 commencing at Page 912 that certain Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions For The Coves at Bird Island, Block One (the "Covenants, Conditions and Restrictions Notice") encumbering the Platted Property to the extent provided for therein.

C. On the 30th day of June, 1988, Grantor did record with the Delaware County Clerk's Office at Book 542 commencing at Page 903 that certain Notice of Addition of Land to Master Association Declaration (the "Master Association Notice") encumbering the Platted Property to the extent provided for therein.

D. After June 30, 1988, Property Owner acquired from Grantor, record title in and to a portion of the Platted Property and as such, Property Owner's lot (in addition to being burdened and benefited by the terms, conditions and provisions

Notice") so that YACHT CLUB COVE AMENDED will be subject to all of the terms and conditions contained herein.

I. It is the intent of both Grantor and Property Owner that no rights be created herein in favor of Property Owner (with respect to YACHT CLUB COVE AMENDED or otherwise) which would be greater than those rights created in favor of any other lot Owner who purchased their respective parcel in YACHT CLUB COVE AMENDED already encumbered by this New Covenants, Conditions and Restrictions Notice. In order to carry out the foregoing intent, this New Covenants, Conditions and Restrictions Notice shall be interpreted as though Property Owner were not a party to this New Covenants, Conditions and Restrictions Notice all as though Property Owner acquired their interest in and to YACHT CLUB COVE AMENDED already encumbered by the New Covenants, Conditions and Restrictions Notice. It being understood that the execution and recording of this New Covenants, Conditions and Restrictions Notice is a result of making certain modifications to the previously recorded subdivision plat of the Platted Property (which modifications do not affect the Property owned by Property Owner) and therefore should not be used or considered by Property Owner as granting to Property Owner any rights hereunder greater than or in addition to the rights which they would have had, had they purchased their property already encumbered by this New Covenants, Conditions and Restrictions Notice merely because they are signatories hereto.

J. On November 10, 1981, Grantor executed a Declaration of Covenants, Conditions and Restrictions affecting The Coves at Bird Island, Block One (hereinafter referred to as the "Declaration"). The Declaration was filed of record in the Real Estate Records of Delaware County, Oklahoma, on November 13, 1981, at Book 423, Pages 1 through 26.

K. In accordance with Section 2.02 of the Declaration, additional property has been made subject to the terms and conditions of the Declaration.

L. Grantor and Property Owner desire to add YACHT CLUB COVE AMENDED to the Declaration in accordance with Section 2.02 of the Declaration as provided for therein and further, Grantor and Property Owner consent to having the real property which they own located within YACHT CLUB COVE AMENDED made subject to the terms, covenants, conditions and provisions of the Declaration.

NOW, THEREFORE, Grantor and Property Owner do hereby execute this New Covenants, Conditions and Restrictions Notice in accordance with Section 2.02 of the Declaration as follows:

1. Grantor and Property Owner do hereby declare that YACHT CLUB COVE AMENDED is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration recorded on November 13, 1981, at Book 423, Pages 1 through 26 of the Real Estate Records of Delaware County, Oklahoma as if said YACHT CLUB COVE AMENDED had originally been included in the Declaration, and that the Declaration shall run with YACHT CLUB COVE AMENDED and all parts thereof; shall be binding upon all persons having or acquiring any interest in YACHT CLUB COVE AMENDED or any part thereof; shall inure to the benefit of and be binding upon every part of YACHT CLUB COVE AMENDED and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Grantor, its successors in interest, each Owner and his successors in interest, and the Local Association and its successors in interest as more specifically set forth in the Declaration and hereinafter.

2. The provisions of the Declaration shall apply to YACHT CLUB COVE AMENDED as expressly set forth in the Declaration, except as modified or amplified by the following:

578 354

(a) The land covered by the Declaration shall hereafter include YACHT CLUB COVE AMENDED and wherever the term "Block One" appears in the original Declaration, said term shall also mean YACHT CLUB COVE AMENDED so that the Declaration shall apply to both Blocks One and YACHT CLUB COVE AMENDED of The Coves at Bird Island in addition to Blocks Two, Three, Four and Block Five (5) Amended as provided for under their respective Notices of Addition of Land.

(b) With respect to YACHT CLUB COVE AMENDED, the following additional words and phrases shall be added to ARTICLE I DEFINITIONS, and when such words or phrases are used herein, they shall have the meaning hereafter specified.

"LAKE FRONT LOTS shall mean the following lots in YACHT CLUB COVE AMENDED: Lots 1 through 18, inclusive."

(c) Section 4.01 of the Declaration shall be modified by having Lots 1 through 24 of YACHT CLUB COVE AMENDED added to Section 4.01 in addition to Lots 1 through 114 of Block One, Lots 1 through 138 of Block Two, Lots 1 through 57 of Block Three, Lots 1 through 22 and Lots 24 through 156 of Block Four, and Lots 1 through 6, 11 and 37-45 of Block Five (5) Amended presently covered by Section 4.01 of the Declaration pursuant to each Block's respective Notice of Addition of Land.

(d) With respect to YACHT CLUB COVE AMENDED subparagraph (G) shall be added to SECTION 4.06 which shall read as follows:

"(G) Boat Launch Area. An area has been designated on the plat for YACHT CLUB COVE AMENDED as "Boat Launch Area". This Area shall be for the Grantor, its guests, licensees, invitees and other designees of Grantor and for all of the Members of The Coves. The Boat Launch Area shall consist of

a boat launch ramp and an asphalt paved parking facility. Grantor shall pay for the initial cost of constructing the Boat Launch Area. Once the Boat Launch Area has been constructed, the Boat Launch Area shall be maintained by the Master Association at the Master Association's expense and such Boat Launch Area shall be Master Association Property upon conveyance of the Boat Launch Area by Grantor to the Master Association pursuant to the terms and conditions of the Master Association Declaration. Use of the Boat Launch Area may be limited to dues-paying members, subject to fees and other charges, or otherwise conditioned or restricted and made available to non-members, all as determined by either Grantor (so long as Grantor owns the Boat Launch Area) or the Master Association Board after the Boat Launch Area has been conveyed to the Master Association, as the case may be."

(e) With respect to YACHT CLUB COVE AMENDED, SECTION 4.08(A) shall be amended to read as follows:

(A) Minimum Size of Residence. The enclosed interior floor area of any residence located on any lot in YACHT CLUB COVE AMENDED shall be not less than 1,200 square feet, except for the "Lake Front Lots" where the enclosed interior floor area of any residence shall not be less than 1,500 square feet."

(f) With respect to YACHT CLUB COVE AMENDED, SECTION 4.09(C) shall be amended to read as follows:

"(C) Rear Yard. The minimum rear yard set back line for Lots 1 through 18 inclusive is shown on the recorded plat of YACHT CLUB COVE AMENDED as "R.B.L." (Rear Building Line). The minimum rear yard set back line for all other lots shall be 15 feet from the rear lot line.

(g) With respect to YACHT CLUB COVE AMENDED, SECTION 4.13 Boat Slips and Docks shall be amended to read as follows:

SECTION 4.13 Boat Slips and Docks. The Owners of the Lake Front Lots shall have the right to construct or erect boat docks, boat slips or any other structure on the lake adjacent to their lots, subject however to the Owner of a Lake Front Lot obtaining from the Architectural Committee and the Grand River Dam Authority and any other governmental agency or board having jurisdiction over such matters, the appropriate permits and approvals for the construction and use of boat slips, boat docks or any other structures, and subject further to natural restrictions such as but not limited to the depth of the water and such other natural or physical restrictions which would make construction and use of such structures impractical or physically impossible.

(h) The "Streets", "Utility Easements" (which "Utility Easements" are referred to on the plat for YACHT CLUB COVE AMENDED as either "U/E", "All Purpose Easement" ["A.P.E."] or ["G.B.A."]) "Rear Building Line" (referred to on the plat for YACHT CLUB COVE AMENDED as "R.B.L.") "Boat Launch Area", and "Greenbelt Areas" (sometimes referred to on the plat of YACHT CLUB COVE AMENDED as "G.B.A.") for THE COVES AT BIRD ISLAND, YACHT CLUB COVE AMENDED shall be located as shown on the Plat for YACHT CLUB COVE AMENDED and shall be subject to the provisions of the Declaration concerning those terms provided; however, with respect to "Utility Easements" such use shall not be limited to "public utility functions" as defined in SECTION 4.07 of the Declaration but shall also include "private utility functions" such as but not limited to Grantor laying

the water lines necessary to provide water service to
the lots in YACHT CLUB COVE AMENDED.

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(i) The Southern Property Owners Association, Inc. shall be the "Local Association" having jurisdiction over YACHT CLUB COVE AMENDED as further described in Article VI of the Declaration.

3. The legal description for the land being added to the Declaration by this Notice of Addition of Land is attached hereto as Exhibit "A" and by reference made a part hereof.

4. Grantor and Property Owner hereby consent, and Grantor and Property Owner do hereby agree to have YACHT CLUB COVE AMENDED, including the real property owned by Property Owner, made subject to the terms and conditions of the Declaration and this New Covenants, Conditions and Restrictions Notice. Property Owner further agrees that Grantor (and never Property Owner) its heirs, administrators, executors, successors and/or assigns will exercise the privileges, rights and duties granted specifically to Grantor under the Declaration with respect to YACHT CLUB COVE AMENDED regardless of the fact that a portion of YACHT CLUB COVE AMENDED is presently owned by Property Owner. Property Owner agrees that his respective interest in and to YACHT CLUB COVE AMENDED shall be burdened by the terms and conditions contained herein.

IN WITNESS WHEREOF, Grantor and Property Owner have executed this Notice of Addition of Land effective from and after the day and year first above written.

"GRANTOR"

GRAND BLUFFS DEVELOPMENT COMPANY,
an Oklahoma general partnership
By: C. Robert Buford
C. Robert Buford
Managing General Partner

STATE OF Oklahoma)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on the 5th day of July, 1990 by C. ROBERT BUFORD as the Managing General Partner of Grand Bluffs Development Company, an Oklahoma general partnership.

Annala Dawn Ray
NOTARY PUBLIC

My Commission Expires:
October 6, 1990

"PROPERTY OWNER"

Robert D. Lowrance
Robert D. Lowrance,
a single person

STATE OF Oklahoma)
) ss.
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 9th day of August, 1990, by Robert D. Lowrance, a single person.

Annala Dawn Ray
NOTARY PUBLIC

My Commission Expires:
October 6, 1990

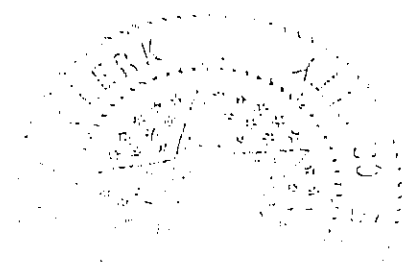


EXHIBIT "A"

A TRACT OF LAND, CONTAINING 19.8745 ACRES, IN THE NW 1/4 OF SECTION-28, T-24-N, R-22-E, DELAWARE COUNTY, OKLAHOMA, AND BEING DESCRIBED AS FOLLOWS, TO-WIT: "BEGINNING AT A POINT" THAT IS THE EASTERLY COMMON CORNER OF LOTS-129 AND 130 OF "THE COVES AT BIRD ISLAND, BLOCK-TWO (2)", A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA; THENCE N 30°-59'-47" W ALONG THE EXTERIOR OF BLOCK-2, A DISTANCE OF 53.21' TO A POINT OF CURVE; THENCE ALONG THE EXTERIOR OF BLOCK-2, ON A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 70°-35'-45" AND A RADIUS OF 349.97' A DISTANCE OF 431.21' TO A POINT OF TANGENCY; THENCE S 70°-24'-20" W ALONG THE EXTERIOR OF BLOCK-2, ON SAID TANGENCY A DISTANCE OF 150.35'; THENCE N 26°-15'-16" W ALONG THE EXTERIOR OF BLOCK-2, A DISTANCE OF 261.87'; THENCE N 10°-29'-19" W A DISTANCE OF 30.00'; THENCE S 79°-30'-41" W A DISTANCE 0.00' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 46°-00'-19" AND A RADIUS OF 196.68' A DISTANCE OF 157.92' TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 78°-12'-19" AND A RADIUS OF 177.26' A DISTANCE OF 241.95'; THENCE N 42°-41'-19" W A DISTANCE OF 273.29' TO THE MOST NORTHERLY NORTHEAST CORNER OF LOT-1, BLOCK-5, "GAME RANCH UNIT NO. 1", A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA; THENCE S 83°-33'-00" W ALONG THE NORTHERLY LINE OF SAID LOT-1, BLOCK-5 A DISTANCE OF 154.50' TO THE GRDA TAKING LINE; THENCE N 06°-27'-00" W ALONG SAID TAKING LINE A DISTANCE OF 129.20'; THENCE N 37°-33'-00" E ALONG SAID TAKING LINE A DISTANCE OF 133.60'; THENCE S 72°-48'-00" E ALONG SAID TAKING LINE A DISTANCE OF 417.10'; THENCE S 74°-17'-00" E ALONG SAID TAKING LINE A DISTANCE OF 168.20'; THENCE S 21°-52'-00" E A DISTANCE OF 187.00'; THENCE N 13°-15'-00" E ALONG SAID TAKING LINE A DISTANCE OF 199.70'; THENCE N 82°-49'-00" E ALONG SAID TAKING LINE A DISTANCE OF 140.00'; THENCE S 81°-22'-00" E ALONG SAID TAKING LINE A DISTANCE OF 194.60'; THENCE S 87°-35'-00" E ALONG SAID TAKING LINE A DISTANCE OF 134.30'; THENCE N 59°-52'-00" W ALONG SAID TAKING LINE A DISTANCE OF 464.70'; THENCE N 75°-33'-00" W ALONG SAID TAKING LINE A DISTANCE OF 118.30'; THENCE N 09°-04'-00" W ALONG SAID TAKING LINE A DISTANCE OF 74.40'; THENCE S 60°-26'-00" W ALONG SAID TAKING LINE A DISTANCE OF 115.00'; THENCE N 62°-53'-00" W ALONG SAID TAKING LINE A DISTANCE OF 74.40'; THENCE N 21°-40'-00" W ALONG SAID TAKING LINE A DISTANCE OF 120.35'; THENCE N 76°-59'-53" E A DISTANCE OF 37.78'; THENCE N 13°-31'-37" W A DISTANCE OF 60.67'; THENCE N 10°-12'-37" W A DISTANCE OF 126.00'; THENCE N 79°-49'-48" E A DISTANCE OF 36.49'; THENCE N 10°-10'-12" W A DISTANCE OF 0.00' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 180°-27'-09" AND A RADIUS OF 58.00' A DISTANCE OF 182.67' TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 57°-25'-18" AND A RADIUS OF 12.00' A DISTANCE OF 12.03' TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°-13'-50" AND A RADIUS OF 375.94' A DISTANCE OF 8.07' TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°-41'-42" AND A RADIUS OF 6454.72' A DISTANCE OF 190.94' TO A POINT OF TANGENCY; THENCE S 66°-40'-30" E ALONG SAID TANGENCY A DISTANCE OF 207.28' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 25°-33'-06" AND A RADIUS OF 535.25' A DISTANCE OF 238.70' TO A POINT OF TANGENCY; THENCE S 41°-07'-24" E ALONG SAID TANGENCY A DISTANCE OF 50.00' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24°-06'-03" AND A RADIUS OF 385.00' A DISTANCE OF 161.95' TO A POINT OF TANGENCY; THENCE S 65°-13'-27" E ALONG SAID TANGENCY A DISTANCE OF 171.97'; THENCE N 35°-09'-10" E A DISTANCE OF 0.00' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04°-09'-10" AND A RADIUS OF 127.04' A DISTANCE OF 9.21'; THENCE S 50°-41'-40" E A DISTANCE OF 42.00'; THENCE S 39°-18'-20" W A DISTANCE OF 0.00' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 46°-32'-06" AND A RADIUS OF 85.04' A DISTANCE OF 69.07' TO A POINT OF TANGENCY; THENCE S 07°-13'-46" E ALONG SAID TANGENCY A DISTANCE OF 83.58' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 50°-31'-34" AND A RADIUS OF 111.21' A DISTANCE OF 98.07' TO A POINT OF TANGENCY; THENCE S 43°-17'-48" W ALONG SAID TANGENCY A DISTANCE OF 58.02' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°-59'-30" AND A RADIUS OF 378.63' A DISTANCE OF 92.46' TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°-07'-08" AND A RADIUS OF 277.93' A DISTANCE OF 78.19' TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 62°-21'-10" AND A RADIUS OF 110.72' A DISTANCE OF 120.49' TO A POINT OF TANGENCY; THENCE S 16°-55'-44" E ALONG SAID TANGENCY A DISTANCE OF 236.46' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21°-24'-22" AND A RADIUS OF 96.00' A DISTANCE OF 35.87' TO A POINT OF TANGENCY; THENCE S 38°-20'-06" E ALONG SAID TANGENCY A DISTANCE OF 15.13'; THENCE S 63°-43'-49" W A DISTANCE OF 63.92' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

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NOTICE OF ADDITION OF LAND
TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COVES AT BIRD ISLAND, BLOCK ONE

THIS NOTICE OF ADDITION OF LAND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES AT BIRD ISLAND, BLOCK ONE, is made this 5th day of Nov., 1990, by GRAND BLUFFS DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter "Grantor") and the following property owners - GEORGE B. DAVIS and GWENDOLYN L. DAVIS, husband and wife; JOHN E. GOFF and TANA L. GOFF, husband and wife; WILLARD LITTLE and LUCILLE LITTLE, husband and wife; ROBERT C. MCCAY and KAREN M. MCCAY, husband and wife; EUGENE R. CHANEY and RACHAEL B. CHANEY, husband and wife; and, LARRY J. POOL and LINDA KAY POOL, Co-Trustees of The Pool Family Trust U/T/A Dated July 27, 1989 (hereinafter collectively referred to herein as the "Property Owners").

R E E I T A L S:

A. On the 28th day of July, 1986, Grantor, as the owner of certain real property located in Delaware County, Oklahoma, did record at Book 506 commencing at Page 896 of the Delaware County Clerk's Office a subdivision plat of certain real property (the "Platted Property"), all as more particularly described by metes and bounds in the recorded subdivision plat of the Platted Property.

B. On the 11th day of September, 1986, Grantor did record with the Delaware County Clerk's Office at Book 509 commencing at Page 199 that certain Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions For The Coves at Bird Island, Block One (the "Covenants, Conditions and Restrictions Notice") encumbering the Platted Property to the extent provided for therein.

C. On the 11th day of September, 1986, Grantor did record with the Delaware County Clerk's Office at Book 509 commencing at Page 211 that certain Notice of Addition of Land to Master Association Declaration (the "Master Association Notice") encumbering the Platted Property to the extent provided for

therein.

D. After July 20, 1986, all of the Property Owners acquired their record title in and to a portion of the Platted Property and as such, the lots which they acquired were burdened, benefitted and encumbered by both the terms and conditions of the Master Association Notice and the Covenants, Conditions and Restrictions Notice (collectively the "Notices").

E. Grantor now desires to make certain modifications to the recorded subdivision plat of the Platted Property, which modifications effect the terms and conditions contained in the Notices.

F. On the 5th day of November, 1990, Grantor and the Property Owners did record with the Delaware County Clerk's office at Book 582 commencing at Page 193 that certain "Vacation of Plat By Written Consent of Owners" whereby Grantor and the Property Owners did vacate the recorded subdivision plat of the Platted Property and further did terminate the Notices to the extent they effected the Platted Property.

G. On the 5th day of November, 1990, Grantor and the Property Owners did record at Book 582 commencing at Page 201 of the Delaware County Clerk's Office a new subdivision plat of certain property owned by both Grantor and the Property Owners located on the shores of Grand Lake in Delaware County, Oklahoma which property is now known as:

THE COVES AT BIRD ISLAND, BLOCK FIVE (5) AMENDED, A Subdivision located in Section-21, T-24-N, R-22-E of the Indian Base and Meridian in Delaware County, Oklahoma (hereinafter "Block Five (5) Amended").

The land comprising Block Five (5) Amended is more particularly described on Exhibit "A" attached hereto and made a part hereof.

H. Grantor and the Property Owners do hereby desire that Block Five (5) Amended be encumbered by this Notice of Addition of Land to the Declaration of Covenants, Conditions and Restrictions for The Coves at Bird Island, Block One (the "New Covenants, Conditions and Restrictions Notice") so that Block Five (5) Amended will be subject to all of the terms and conditions contained herein.

I. It is the intent of both Grantor and the Property

Owners that no rights be created herein in favor of the Property Owners (with respect to Block Five (5) Amended or otherwise) which would be greater than those rights created in favor of any other lot Owner who purchased their respective parcel in Block Five (5) Amended already encumbered by this New Covenants, Conditions and Restrictions Notice. In order to carry out the foregoing intent, this New Covenants, Conditions and Restrictions Notice shall be interpreted as though the Property Owners were not a party to this New Covenants, Conditions and Restrictions Notice and as though the Property Owners acquired their interest in and to Block Five (5) Amended already encumbered by the New Covenants, Conditions and Restrictions Notice. It being understood that the execution and recording of this New Covenants, Conditions and Restrictions Notice is a result of making certain modifications to the previously recorded subdivision plat of the Platted Property and therefore should not be used or considered by the Property Owners as granting to the Property Owners any rights hereunder greater than or in addition to the rights, which they would have had, had they purchased their property already encumbered by this New Covenants, Conditions and Restrictions Notice, merely because they are signatories to this New Covenants, Conditions and Restrictions Notice.

J. On November 10, 1981, Grantor executed a Declaration of Covenants, Conditions and Restrictions effecting The Coves at Bird Island, Block One (hereinafter referred to as the "Declaration"). The Declaration was filed of record in the Real Estate Records of Delaware County, Oklahoma, on November 13, 1981, at Book 423, Pages 1 through 26.

K. In accordance with Section 2.02 of the Declaration, additional property has been made subject to the terms and conditions of the Declaration.

L. Grantor and the Property Owners desire to add Block Five (5) Amended to the Declaration in accordance with Section 2.02 of the Declaration as provided for therein and further, Grantor and the Property Owners consent to having the real

property which they own located within Block Five (5) Amended, made subject to the terms, covenants, and provisions of the Declaration.

NOW, THEREFORE, Grantor and the Property Owners do hereby execute this New Covenants, Conditions and Restrictions Notice in accordance with Section 2.02 of the Declaration as follows:

1. Grantor and the Property Owners do hereby declare that Block Five (5) Amended is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the terms and conditions contained in the Declaration recorded on November 13, 1981, at Book 423, Pages 1 through 26 of the Real Estate Records of Delaware County, Oklahoma as if said Block Five (5) Amended had originally been included in the Declaration and that the Declaration shall run with Block Five (5) Amended and all parts thereof; shall be binding upon all persons having or acquiring any interest in Block Five (5) Amended or any part thereof; shall inure to the benefit of and be binding upon every part of Block Five (5) and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Grantor, its successors in interest, each Owner and his successors in interest, and the Local Association and its successors in interest, as more specifically set forth in the Declaration and hereinafter.

2. The provisions of the Declaration shall apply to Block Five (5) Amended as expressly set forth in the Declaration, except as modified or amplified by the following:

(a) The land covered by the Declaration shall hereafter include Block Five (5) Amended and wherever the term "Block One" appears in the original Declaration, said term shall also mean Block Five (5) Amended so that the Declaration shall apply to both Block One and Block Five (5) Amended of The Coves at Bird Island in addition to Blocks Two, Three, Four and YACHT CLUB COVE AMENDED as provided for under their respective Notices of Addition of Land.

(b) With respect to Block Five (5) Amended, the following additional words and phrases shall be added to ARTICLE

I DEFINITIONS, and when such words or phrases are used herein, they shall have the meaning hereafter specified.

"CENTRAL SEWAGE TREATMENT FACILITIES shall mean the sewage facilities constructed by Grantor to serve the Sewered Lots and any other Lots or additions which Grantor desires the Central Sewage Treatment Facilities to serve."

"BLUFF LOTS shall mean the following Lots in Block Five (5) Amended: Lots 37, 38, 39, 40, 41, 42, 43, 44 and 45."

"FAIRWAY LOTS shall mean the following Lots in Block Five (5) Amended: Lots 1, 2, 3, 4, 5 and 6."

"SEWERED LOTS shall mean the following Lots in Block Five (5) Amended: Lots 1 through 6, 11 and 37 through 45."

There shall be no "LAKE FRONT LOTS" within Block Five (5) Amended, as the term "LAKE FRONT LOTS" is used in ARTICLE I DEFINITIONS of the Declaration.

(c) Section 4.01 of the Declaration shall be modified by having Lots 1 through 6, 11 and 37 through 45 of Block Five (5) Amended added to Section 4.01 in addition to Lots 1 through 114 of Block One, Lots 1 through 138 of Block Two, Lots 1 through 57 of Block Three, Lots 1 through 22 and Lots 24 through 156 of Block Four and Lots 1 through 24 of YACHT CLUB COVE AMENDED presently covered by Section 4.01 of the Declaration pursuant to each Blocks respective Notice of Addition of Land.

(d) With respect to Block Five (5) Amended, SECTION 4.06(A) shall be amended to read as follows:

"(A) Sewer System. Grantor has built a central sewage treatment plant and hereby undertakes and agrees to lay and install sewage disposal lines (hereinafter collectively the "Central Sewage Treatment Facilities") to serve (in addition to the lots already being serviced by the Central Sewage Treatment Facilities)

lots 1 through 6, 11 and Lots 37 through 45 inclusive in Block Five (5) Amended (hereinafter the "Sewered Lots"). Notwithstanding anything contained in the Declaration to the contrary, the Owner of a Sewered Lot in Block Five (5) Amended shall not install any private or individual sewage systems (such as but not limited to septic systems) on a Sewered Lot. The gravity sewage disposal lines may be laid by Grantor within all or portions of the roadways, the All Purpose Easement, the Utility Easements, and the Greenbelt Areas, as such roadways, easements or areas are shown or designated on the plat of Block Five (5) Amended. No other Improvements shall be made over these Easements or Areas (except for Improvements made by Grantor) without first obtaining the prior written approval of the Architectural Committee. The Central Sewage Treatment Facilities may include gravity sewage disposal lines, force main lines, a lift station, a central sewage treatment plant and disposal facilities and such other facilities as Grantor determines to be necessary. The Central Sewage Treatment Facilities and such property designated by Grantor, shall be considered Common Area and upon conveyance by Grantor, said Central Sewage Treatment Facilities, such property designated by Grantor and the site upon which the central sewage treatment plant is located if not shown on the plat shall become Master Association Property. The Master Association, (as that term is further defined in the Master Association Declaration The Coves at Bird Island recorded at Book 422, Page 879 et seq., Delaware County Records, Oklahoma, hereinafter "The Master Association Declaration") shall have full responsibility for maintaining, operating, and repairing the Central Sewage Treatment Facilities once the Central Sewage Treatment Facilities or any part thereof has been constructed by Grantor; however, the cost of such

maintenance, repair and operation of the Central Sewage Treatment Facilities shall be born by the owners of the Sewered Lots through the use fees they will pay to the Master Association or through any assessments, dues or fees levied by or established by the Master Association pursuant to either SECTION 4.06 of the Master Association Declaration or under any other section of the Master Association Declaration. Each owner of a Sewered Lot in Block Five (5) Amended, at his own expense, shall be responsible for the cost of laying secondary sewage lines from any Improvements to the sewer lines constructed and installed by Grantor, and further, the Owner of a Sewered Lot shall be responsible for the maintenance and operation of such secondary sewage lines. Such secondary sewage lines shall be connected with the main sewage lines in accordance with the procedure described in the Notice of Addition of Land to Master Association Declaration for Block Five (5) Amended."

(e) With respect to Block Five (5) Amended, SECTION 4.08(A) shall be amended to read as follows:

(A) Minimum Size of Residence. The enclosed interior floor area of any residence located on any lot in Block Five (5) Amended shall be not less than 1,200 square feet, except for the "Fairway Lots" and the "Bluff Lots" where the enclosed interior floor area of any residence shall not be less than 1,500 square feet."

(f) With respect to Block Five (5) Amended, SECTION 4.09(C) shall be amended to read as follows:

"(C) Rear Yard. The minimum rear yard set back line for all Bluff Lots shall be determined by the Architectural Committee in its sole and absolute discretion. The minimum rear yard set back line for all other lots except for the Fairway Lots shall be 15 feet from the rear lot

line. The minimum rear yard setback line for the Fairway Lots shall be determined by the Architectural Committee on a Lot by Lot basis at the time the Owner of such Fairway Lot submits his construction plans to the Architectural Committee for approval. In reviewing such construction plans the Architectural Committee shall take into consideration (along with such other matters as the Architectural Committee deems appropriate) the location of such Fairway Lot with regard to its proximity to the various tee boxes, Fairways and greens in an attempt to establish minimum rear yard setback lines for the Fairway Lots in an attempt to minimize any possible personal injuries or possible property damage to any person or to the Improvements made upon the Fairway Lot which injury or damage may be the result of "stray golf shots". However, in determining the minimum rear yard setback lines for the Fairway Lots, the Architectural Committee shall at all times take into consideration the overall architectural integrity and appearance of the Fairway Lots in Block Five (5) Amended. Once the Architectural Committee has established a rear yard setback line for any Fairway Lot, such shall be documented by the Owner of a Fairway Lot signing and filing of public record a document in recordable form prepared for signature by the Fairway Lot Owner and consented to by the Grantor, the Architectural Committee and the Local Association prior to being issued a building permit. Such document shall be in form and substance satisfactory to the Architectural Committee.

The establishment by the Architectural Committee of minimum rear yard setback lines for

either the Bluff Lots or the Fairway Lots shall in no event be deemed or construed as either a representation, warranty or guarantee to such Lot Owner that no personal or property damage will result to any person(s) on such Lot or to any Improvements made to or upon such Lot. The members, directors, officers and employees of the Architectural Committee, the Local Association, the Master Association and Grantor shall be released by the Bluff Lot Owner and/or the Fairway Lot Owner, as the case may be, his family, guests, licensees, invitees or any other person upon the Bluff Lot or Fairway Lot from any liability whatsoever as a result of any damage or injury arising out of either establishing or consenting to the minimum rear yard setback lines for such Lots.

The owners of all other Lots or Areas or the holders of any Mortgage, Deed of Trust or other Security Interest in the property in Block Five (5) Amended hereby understand and consent to this procedure and realize that the minimum rear yard setback lines for any of the Bluff Lots or Fairway Lots may vary from Lot to Lot and do further hereby agree that their consent (except with respect to the consents required above) to the establishment of minimum rear yard setback lines for such Lots shall not be necessary and is hereby waived, and the establishment of minimum rear yard setback lines in accordance with the procedure established above shall not be considered or construed as an amendment to the plat requiring their approval.

The "rear lot lines" for the Fairway Lots shall mean the lot line or lot lines which front on the Golf Course."

(g) With respect to Block Five (5) Amended, the following language shall be added to SECTION 4.12 Fencing: "No fence shall be constructed by a Fairway Lot Owner within the minimum rear yard setback lines established pursuant to SECTION 4.09(C), however, only hedges, shrubs or "living screens" approved by the Architectural Committee shall be permitted within the minimum rear yard setback lines established pursuant to SECTION 4.09(C) of the Fairway Lots."

(h) With respect to Block Five (5) Amended, SECTION 4.13 Boat Slips and Docks shall be amended to read as follows:
SECTION 4.13 Boat Slips and Docks. The Owners of the following Lots shall not be allowed to construct or erect boat docks, boat slips or any other structure on the lake adjacent to their lots: Lots 37, 38, 39, 40, 41, 42, 43, 44 and 45."

(i) The "Streets", "Utility Easements" (which "Utility Easements" are sometimes referred to on the plat for Block Five (5) Amended as either "U/E", or "All Purpose Easement"), and "Greenbelt Areas" for The Coves at Bird Island, Block Five (5) Amended, shall be located as shown on the Plat for Block Five (5) Amended and shall be subject to the provisions of the Declaration concerning those terms provided; however, with respect to "Utility Easements" such use shall not be limited to "public utility functions" as defined in SECTION 4.07 of the Declaration but shall also include "private utility functions, such as but not limited to Grantor laying the water lines necessary to provide water service to the lots in Block Five (5) Amended and Grantor laying the sanitary sewer lines as part of the construction of the Central Sewage Treatment Facilities to serve the Sewered Lots in Block Five (5) Amended.

(j) Golf Course Easement. Grantor hereby reserves for itself, designees, appointees, successors and/or assigns, the perpetual right and easement to enter upon that portion of Lots 1, 2, 3, 4, 5 and 6 burdened by a Golf Course Easement, the dimensions and location of which are more particularly indicated on the Plat for Block Five (5) Amended for the purpose of

allowing those persons using the golf course to enter onto that portion of the Fairway Lot for golfing related activities such as, but not limited to, entry to reclaim golf balls, or hitting golf shots. The Owner of the Fairway Lot burdened by the Golf Course Easement shall make no improvements upon or to that portion of the Fairway Lot burdened by the Golf Course Easement. If Grantor, at some future date is no longer the owner of the property presently unplatted, which adjoins and is contiguous to that portion of the Fairway Lot burdened by the Golf Course Easement, then the rights, privileges and benefits of this Golf Course Easement shall run to the benefit of the owner, its guests, members, licensees or invitees of the property adjoining and contiguous to that portion of the Fairway Lots burdened by the Golf Course Easement.

(k) With respect to Block Five (5) Amended, SECTION 4.06 (E) shall be amended to read as follows:

(E) Green Belt Areas. Certain areas have been designated on the plat for Block Five (5) Amended as "Greenbelt Areas". Greenbelt Areas shall be Common Area for the use of the Owners in Block Five (5) Amended and Grantor, their guests and invitees for walking and other passive activities, with no improvements to be constructed thereon without the approval of Grantor. The Greenbelt Areas shall become Local Association Property upon conveyance by Grantor to the Local Association having jurisdiction over the area. Upon conveyance of the Greenbelt Areas to the Local Association, the Grantor shall reserve on behalf of itself and the Master Association a perpetual easement of ingress and egress over, across and under the Greenbelt Areas for the purpose of allowing the Master Association (and Grantor) to enter onto the Greenbelt Areas for the purpose of maintaining, operating and repairing the Central Sewage

Treatment Facilities located within, upon or under such Greenbelt Areas. The form and substance of such easement shall be determined by Grantor. The Local Association shall have responsibility for the operation, maintenance and cleanup of the Greenbelt Areas except to the extent that the Master Association has the obligation to maintain the Central Sewage Treatment Facilities located within such Greenbelt Areas."

(1) The following paragraph shall be added as SECTION 4.14 to the Declaration as it affects Block Five (5) Amended, to-wit:

"SECTION 4.14 Limits of No Access. The east lot line of Lot 37 shall be burdened by a Limits of No Access restriction. This Limits of No Access shall prohibit the owner of Lot 37 from providing a means of ingress and egress or other form of access, over and across the east lot line of said Lot to property not located within the confines of the legal description of the land constituting the recorded plat of Block Five (5) Amended. In the event the owner of Lot 37, which is burdened by this Limits of No Access, should violate this restriction then such Lot Owner shall be liable to Grantor for any sums of money or the performance of any obligation which Grantor may become obligated to either pay or perform including but no limited to the cost of asphalt paving of any county road or right-of-way located adjacent to such Lot Owner's Lot. Grantor, its successors and/or assigns shall also have the right to prevent any such violation of this Limits of No Access restriction through injunctive or other equitable or legal remedies and be entitled to an award of attorneys fees

against the violating party. This Limits of No Access restriction shall in no way limit, restrict or impair Grantor or any utility company from providing utility service, as more particularly described in SECTION 4.07, either over, across or under this Limits of No Access, within the Utility easements either designated on the plat of Block Five (5) Amended or created by separate instrument, to serve any of the Lots in Block Five (5) Amended."

(m) The Southern Property Owners Association, Inc. shall be the "Local Association" having jurisdiction over Block Five (5) Amended as further described in Article VI of the Declaration.

4. The legal description of the land being added to the Declaration by this New Covenants, Conditions and Restrictions Notice is attached hereto as Exhibit "A" and by reference made a part hereof.

5. Grantor and the Property Owners hereby consent, and Grantor and the Property Owners do hereby agree to have Block Five (5) Amended, including the real property owned by the Property Owners, made subject to the terms and conditions of the Declaration and this New Covenants, Conditions, and Restriction Notice. The Property Owners further agree that Grantor (and never the Property Owners) its heirs, administrators, executors, successors and/or assigns shall exercise the privileges, rights and duties granted specifically to Grantor under the Declaration with respect to Block Five (5) Amended regardless of the fact that a portion of Block Five (5) Amended is presently owned by the Property Owners. The Property Owners agree that their respective interests shall be burdened by the terms and conditions contained herein.

IN WITNESS WHEREOF, Grantor and the Property Owners have executed this Notice of Addition of Land effective from and after the day and year first above written.

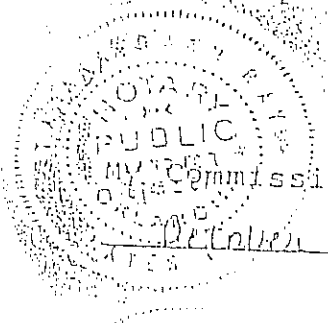
"GRANTOR"

GRAND BLUFFS DEVELOPMENT
an Oklahoma general
partnership

By: Albert Buford
C. Robert Buford
Managing General Partner

STATE OF Oklahoma)
COUNTY OF Delaware) ss.

This instrument was acknowledged before me on the 5th day of July, 1990, by C. ROBERT BUFORD as the Managing General Partner of Grand Bluffs Development Company, an Oklahoma general partnership.



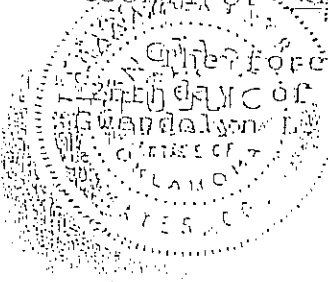
Annara Dawn Gray
NOTARY PUBLIC

"PROPERTY OWNERS"

Gwendolyn B. Davis
Gwendolyn B. Davis

George B. Davis
George B. Davis

STATE OF OKLAHOMA)
COUNTRY OF DELAWARE) ss.



The foregoing instrument was acknowledged before me on this 27th day of August, 1990, by George B. Davis and Gwendolyn B. Davis, husband and wife.

Annara Dawn Gray
NOTARY PUBLIC

My Commission Expires:
October 6, 1990

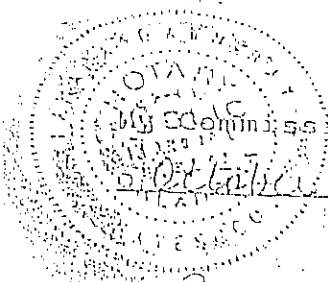
Tana L. Goff
Tana L. Goff

John E. Goff
John E. Goff

STATE OF Oklahoma)
COUNTY OF Ottawa) ss.

The foregoing instrument was acknowledged before me on this 27th day of July, 1990, by John E. Goff and Tana L. Goff, husband and wife.

Annara Dawn Gray
NOTARY PUBLIC



My Commission Expires:
October 6, 1990

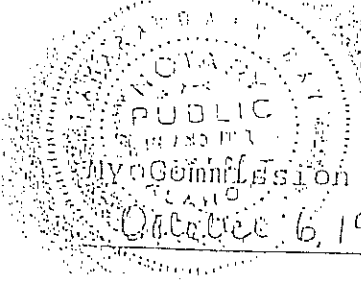
Lucille Litle
Lucille Litle

Willard Litle
Willard Litle

STATE OF Oklahoma)
COUNTY OF Ottawa) ss.

The foregoing instrument was acknowledged before me on this 7th day of July, 1990, by Willard Litle and Lucille Litle, husband and wife.

Annara Dawn Gray
NOTARY PUBLIC



My Commission Expires:
October 6, 1990

Karen M. McCay
Karen M. McCay

Robert C. McCay
Robert C. McCay

STATE OF Oklahoma)
COUNTY OF Ottawa) ss.

The foregoing instrument was acknowledged before me on this 23rd day of October, 1990, by Robert C. McCay and Karen M. McCay, husband and wife.

Cheryl Marshall
NOTARY PUBLIC

My Commission Expires:
12-22-90

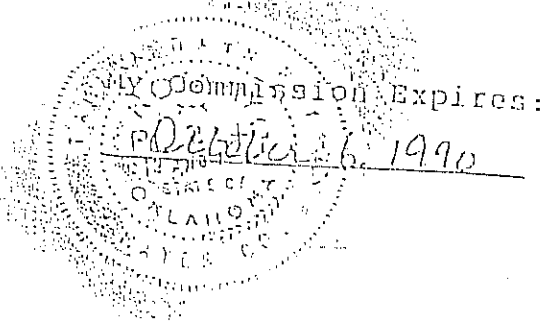
Rachael B. Chaney
Rachael B. Chaney

Eugene R. Chaney
Eugene R. Chaney

STATE OF Oklahoma)
COUNTY OF Delaware) SS.

The foregoing instrument was acknowledged before me on this 29th day of July, 1990, by Eugene R. Chaney and Rachael B. Chaney, husband and wife.

[Signature]
NOTARY PUBLIC



Larry J. Pool and Linda Kay Pool, Co-Trustees of The Pool Family Trust U/T/A/ Dated July 27, 1989.

[Signature]
Larry J. Pool, Co-Trustee of The Pool Family Trust U/T/A/ Dated July 27, 1989.

[Signature]
Linda Kay Pool, Co-Trustee of The Pool Family Trust U/T/A/ Dated July 27, 1989.

STATE OF Oklahoma)
COUNTY OF Delaware) SS.

The foregoing instrument was acknowledged before me on this 18th day of AUGUST, 1990, by Larry J. Pool and Linda Kay Pool, as Co-Trustees of The Pool Family Trust U/T/A/ Dated July 27, 1989.

[Signature]
NOTARY PUBLIC

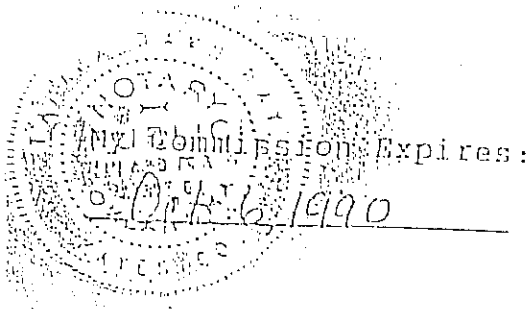


EXHIBIT "A"

A TRACT OF LAND, CONTAINING 7.3904 ACRES, THAT IS PART OF THE SE/4 OF SECTION-21, T-24-N, R-22-E, DELAWARE COUNTY, OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION-21; THENCE S 00°-03'-05" E ALONG THE EASTERLY LINE OF SAID SECTION-21 FOR 2665.82' TO THE NORTHEAST CORNER OF THE SE/4 OF SAID SECTION-21; THENCE CONTINUING S 00°-03'-05" E ALONG THE EASTERLY LINE OF SAID SECTION-21 FOR 693.20'; THENCE S 89°-56'-55" W FOR 16.50' TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE S 00°-03'-05" E FOR 87.96'; THENCE S 50°-07'-09" W FOR 460.33'; THENCE S 42°-17'-45" W FOR 284.10'; THENCE S 49°-24'-23" W FOR 197.11'; THENCE S 40°-21'-02" W FOR 322.54'; THENCE N 42°-10'-22" W FOR 114.69'; THENCE N 10°-38'-26" W FOR 167.89'; THENCE N 15°-11'-09" W FOR 145.07'; THENCE N 73°-03'-29" E FOR 272.00'; THENCE DUE EAST FOR 213.93'; THENCE N 62°-22'-53" E FOR 81.44'; THENCE N 11°-13'-06" E FOR 125.39'; THENCE N 31°-04'-10" W FOR 398.54'; THENCE N 87°-00'-01" E FOR 222.42' TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 123°-57'-38" AND A RADIUS OF 38.00' FOR 82.21' TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47°-33'-39" AND A RADIUS OF 38.00' FOR 31.54'; THENCE N 54°-54'-51" E A DISTANCE OF 158.81'; THENCE S 52°-15'-04" E FOR 85.17'; THENCE N 38°-35'-20" E FOR 0.00' TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°-45'-29" AND A RADIUS OF 278.00' FOR 120.13'; THENCE S 76°-10'-09" E FOR 24.00'; THENCE S 66°-39'-42" E FOR 171.88' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

NOTICE OF ADDITION OF LAND

TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COVES AT BIRD ISLAND, BLOCK ONE

'96 APR 3 PM 3 41
9141 146-
BOOK RESTRICTIONS PAGE 150
JIM SWINFORD COUNTY CLK
BY CA FE 3275
DEPUTY

THIS NOTICE OF ADDITION OF LAND TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES AT BIRD ISLAND, BLOCK ONE is made and entered enter effective from and after the 21st day of March, 1996, by GRAND BLUFFS DEVELOPMENT COMPANY, an Oklahoma general partnership (hereinafter "Grantor").

RECITALS

A. Grantor is the owner of The Coves at Bird Island, Block Seven (7), which is located on the shores of Grand Lake in Delaware County, State of Oklahoma, and is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, which described real property is hereinafter referred to as "Block Seven (7)".

B. On November 10, 1981, Grantor executed a Declaration of Covenants, Conditions and Restrictions affecting The Coves at Bird Island, Block One (hereinafter referred to as the "Declaration"). The Declaration was filed of record in the Real Estate Records of Delaware County, Oklahoma on November 13, 1981 at Book 423 commencing at Page 1.

C. Grantor desires to add Block Seven (7) to the Declaration in accordance with Section 2.02 of the Declaration which allows Grantor to add certain land to the Declaration as provided for therein.

NOW, THEREFORE, Grantor does hereby execute this Notice of Addition of Land in accordance with Section 2.02 of the Declaration as follows:

1. Grantor does hereby declare that Block Seven (7) is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the Declaration recorded on November 13, 1981, at Book 423 commencing at Page 1 of the Real Estate Records of Delaware County, Oklahoma. The Declaration shall run with Block Seven (7) and all parts thereof; shall be binding upon all persons having or acquiring any interest in Block Seven (7) or any part thereof; shall inure to the benefit of and be binding upon every part of Block Seven (7) and every interest therein; and shall inure to the benefit of, be binding upon and be enforceable by Grantor, its successors in interest, each owner and his successors in interest, and the Local Association and its successors in interest as hereinafter more specifically set forth.

2. The provisions of the Declaration shall apply to Block Seven (7) as expressly set forth in the Declaration, except as modified or amplified by the following:

(a) The land covered by the Declaration shall hereafter include Block Seven (7) and wherever the term "Block One" appears in the original Declaration, said term shall also mean Block Seven (7) so that the Declaration shall apply to both Block One and Block Seven (7) of The Coves at Bird Island in addition to Blocks Two, Three, Four, Five Amended, Yacht Club Cove Amended and Six as provided for under their respective Notices of Addition of Land.

(b) With respect to Block Seven (7), the following additional words and phrases shall be added to ARTICLE I DEFINITIONS, and when such words or phrases are used herein, they shall have the meaning hereafter specified.

"LAKEFRONT LOTS" shall mean lots 1 through 12 of Block Seven (7)."

(c) Section 4.01 of the Declaration shall be modified by having Lots 1 through 12 of Block Seven (7) added to Section 4.01 in addition to Lots 1 through 114 of Block One, Lots 1 through 138 of Block Two, Lots 1 through 57 of Block Three, Lots 1 through 22 and Lots 24 through 45 of Block Four, Lots 1 through 6, 11, and 37 through 45 of Block Five Amended, Lots 1 through 24 of Yacht Club Cove Amended and Lot 1 of Block Six presently covered by Section 4.01 of the Declaration pursuant to each Block's Declaration or Notice of Addition of Land, as the case may be.

(d) With respect to Block Seven (7), SECTION 4.08(A) shall be amended to read as follows:

(A) Minimum Size of Residence. The enclosed interior floor area of any residence located on any lot in Block Seven (7) shall be not less than 2,400 square feet.

(e) With respect to Block Seven (7), SECTION 4.09(C) shall be amended to read as follows:

"(C) Rear Yard. The minimum rear yard set back line for the Lots in Block Seven (7) shall be determined by the Architectural Committee on a "lot-by-lot" basis, in its sole and absolute discretion."

(f) With respect to Block Seven (7), SECTION 4.13 Boat Slips and Boat Docks shall be amended to read as follows:

"SECTION 4.13 Boat Slips and Boat Docks. The Owners of Lakefront Lots in Block Seven (7) are permitted to construct boat docks or slips on the lake immediately adjacent to and directly to the rear of such Lakefront Lot so long as such Owners obtain the necessary permits, licenses and authorizations from the appropriate governmental authorities and the design, size and location of such boat docks or slips are approved by the Architectural Committee prior to construction by the Owner. Once constructed by an Owner, such Owner shall have the obligation to maintain and repair the boat dock or boat slips in accordance with Section 3.06."

The remainder of Section 4.13 shall be deleted.

(g) The "Streets" and "Utility Easements" (which "Utility Easements" are sometimes referred to on the plat for Block Seven (7) as either "All Purpose Easement" or "A.P.E.") for "The Coves at Bird Island Block Seven (7) shall be located as shown on the Plat for Block Seven (7) and shall be subject to the provisions of the Declaration concerning those terms; provided however, with respect to "Utility Easements" such use shall not be limited to "public utility functions" as defined in SECTION 4.07 of the Declaration but shall also include "private utility functions" such as but not limited to Grantor laying the water lines necessary to provide water service to the lots in Block Seven (7).

(h) The Southern Property Owners Association, Inc., shall be the "Local Association" having jurisdiction over Block Seven (7) as further described in Article VI of the Declaration.

3. The legal description for the land being added to the Declaration by this Notice of Addition of Land is attached hereto as Exhibit "A" and by reference made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this Notice of Addition of Land effective from and after the day and year first above written.

GRAND BLUFFS DEVELOPMENT COMPANY, an Oklahoma general partnership

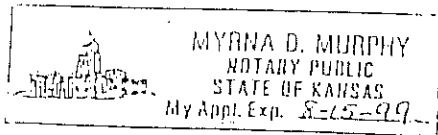
By: C. Robert Buford
C. Robert Buford, Managing general partner

STATE OF Kansas)
COUNTY OF Sedgewick)

This instrument was acknowledged before me this 21st day of March, 1996 by C. ROBERT BUFORD as the Managing general partner of Grand Bluffs Development Company, an Oklahoma general partnership.

My commission expires:
August 15, 1999

Myrna D. Murphy
Notary Public



COVES AT BIRD ISLAND, BLOCK SEVEN (7), A Subdivision
in Section-20, T-24-N, R-22-E of the Indian Base Meridian
Delaware County, Oklahoma, more particularly described as
follows:

A TRACT OF LAND THAT IS PART OF SECTION-20, T-24-N, R-22-E, DELAWARE COUNTY, OKLAHOMA,
AND ALSO PART OF 'DOGWOOD CLIFF I, SECOND AMENDED', A SUBDIVISION IN SECTION-20,
T-24-N, R-22-E, DELAWARE COUNTY, OKLAHOMA, BEING DESCRIBED AS FOLLOWS: TO-WIT:
'BEGINNING AT A POINT' ON THE GRAND RIVER DAM AUTHORITY (GRDA) TAKING LINE, SAID
POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT-36, BLOCK-3, 'THE COVES AT BIRD
ISLAND, BLOCK THREE (3)', A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA; THENCE
S 15°36'20" W ALONG SAID TAKING LINE FOR 570.97'; THENCE S 07°06'15" W FOR 779.39' TO
A POINT WHICH IS THE NORTHEASTERLY CORNER OF 'DOGWOOD CLIFF I, SECOND AMENDED', A
SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA; THENCE N 04°00'38" W ALONG THE NORTHERLY LINE
OF SAID 'DOGWOOD CLIFF I, SECOND AMENDED' FOR 63.87'; THENCE N 81°57'00" W FOR 88.95';
THENCE N 77°53'39" W FOR 104.90'; THENCE N 73°05'03" W FOR 8.11'; THENCE
N 58°10'00" W FOR 24.09'; THENCE N 49°21'20" W FOR 80.68'; THENCE N 23°50'39" W FOR
26.06'; THENCE DUE NORTH FOR 46.47'; THENCE N 56°06'20" W FOR 0.00' TO A POINT OF
CURVE; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG A CURVE TO THE RIGHT
HAVING A CENTRAL ANGLE OF 149°56'53" AND A RADIUS OF 40.00' FOR 104.68' TO A POINT OF
REVERSE-CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE
OF 83°06'28" AND A RADIUS OF 10.00' FOR 14.51' TO A POINT OF TANGENCY; THENCE
N 10°43'57" E ALONG SAID TANGENCY FOR 55.79' TO A POINT OF CURVE; THENCE NORTHERLY
ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°10'55" AND A RADIUS OF
236.00' FOR 83.13' TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG A CURVE TO THE
LEFT HAVING A CENTRAL ANGLE OF 23°48'37" AND A RADIUS OF 114.00' FOR 47.37' TO A
POINT OF TANGENCY; THENCE N 07°06'15" E ALONG SAID TANGENCY FOR 180.44' TO A POINT OF
CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF
20°40'55" AND A RADIUS OF 186.00' FOR 67.14' TO A POINT OF REVERSE CURVE; THENCE
NORTHERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°22'10" AND A RADIUS
OF 264.00' FOR 153.76' TO A POINT OF TANGENCY; THENCE N 05°35'00" W ALONG SAID
TANGENCY FOR 53.15' TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT
HAVING A CENTRAL ANGLE OF 34°53'53" AND A RADIUS OF 336.00' FOR 204.65' TO A POINT OF
REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE
OF 120°10'09" AND A RADIUS OF 110.00' FOR 246.07' TO A POINT OF REVERSE CURVE; THENCE
WESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°51'16" AND A RADIUS
OF 138.00' FOR 50.23' TO A POINT OF TANGENCY; THENCE N 70°00'00" W ALONG SAID
TANGENCY FOR 10.40' TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE
LEFT HAVING A CENTRAL ANGLE OF 116°14'27" AND A RADIUS OF 10.00' FOR 20.29' TO A
POINT ON THE EASTERLY LINE OF SOUTH COVES ROAD; THENCE N 14°14'36" W FOR 0.00' TO A
POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT ALONG SAID EASTERLY LINE HAVING A
CENTRAL ANGLE OF 9°13'40" AND A RADIUS OF 368.65' FOR 59.37'; THENCE S 23°28'19" E
FOR 0.00' TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL
ANGLE OF 54°31'41" AND A RADIUS OF 25.00' FOR 23.79' TO A POINT OF TANGENCY; THENCE
S 70°00'00" E ALONG SAID TANGENCY FOR 35.43' TO A POINT OF CURVE; THENCE EASTERLY
ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 21°52'56" AND A RADIUS OF 112.00'
FOR 42.77' TO A POINT OF REVERSE CURVE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT
HAVING A CENTRAL ANGLE OF 29°59'04" AND A RADIUS OF 140.00' FOR 73.27'; THENCE
N 33°17'44" E FOR 169.40' TO A POINT ON THE SOUTHERLY LINE OF BLOCK-3, 'THE COVES AT
BIRD ISLAND, BLOCK THREE (3)'; THENCE S 80°41'29" E ALONG SAID SOUTHERLY LINE FOR
95.66'; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S 64°33'00" E FOR 91.92'; THENCE
S 75°27'56" E FOR 182.03' TO THE POINT OF BEGINNING OF SAID TRACT OF LAND CONTAINING
10.7378 ACRES MORE OR LESS.

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE COVES AT BIRD ISLAND, BLOCK ONE

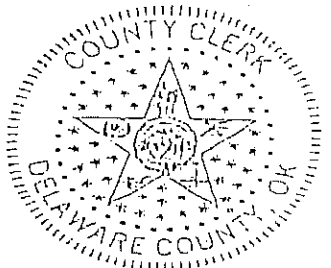
This Amendment to the Declaration of Covenants, Conditions and Restrictions The Coves at Bird Island, Block One, a subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof and the amendments thereto is made on the 20th day of February, 2008, by the President and Secretary of The Coves Master Association, Inc. and The Southern Property Owners Association, Inc. (hereinafter referred to collectively as the "Associations") pursuant to a vote of the owners and members of the Associations.

RECITALS:

On February 1, 2008, the owners and members of the Associations approved the hereinbelow amendment to that certain Declaration of Covenants, Conditions and Restrictions The Coves at Bird Island, Block One, filed in the office of the Delaware County Clerk on November 13, 1981, in Book 423 at Pages 1-26 (hereinafter the "Declaration"), in accordance with the provisions for amendment contained in said Declaration and Oklahoma law.

NOW, THEREFORE, Section 4.03 of the Declaration shall be amended by replacing the original Section 4.03 with the following amended and restated Section 4.03:

SECTION 4.03 Residential use; leasing. No residence on any Lot shall be used for any purpose other than single-family residential purposes. Leases of residences or structures on any Lot shall: (a) be for a term not less than three (3) months; (b) be in writing and a copy of the lease shall be delivered to the Association, within five (5) business days of execution; (c) expressly state that a violation of the provisions of the Declaration shall be a breach of the lease and shall cause an immediate termination of the lease; and (d) expressly bind the tenant to the terms and conditions of the Declaration, which shall be incorporated into every lease. Leases of any residence which would result in the occupancy of a residence or structure for any

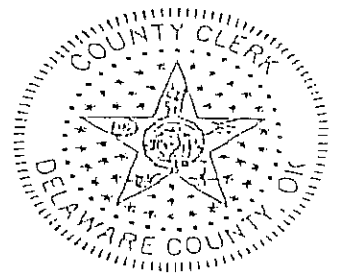


period less than three (3) months shall be expressly prohibited. No rooms within a residence or structure on any Lot may be separately rented nor may a residence be leased to persons other than a single family. The tenant under a lease permitted under this section shall be entitled to use the recreational facilities and amenities in place of the Owner and the Owner shall relinquish said right during the term of said lease.

Pursuant to said Declaration the President and Secretary of the Board of Directors of the Associations hereby set forth the amendment to the Declaration and certify that such amendment has been approved by the owners and members entitled to cast in excess of sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 6.04(A) of the Declaration. Each owner voting at said special meeting has indicated his/her/their approval of the Amendment set forth above, in writing which shall be kept with the records of the Associations.

All other provisions, terms and conditions contained in the Declaration and amendments thereto (except Section 4.03 which is herein amended) shall continue in full force and effect and shall not be affected by this amendment.

The Amendment of the Declaration shall include and pertain to all property subject to the original Declaration and all properties added to the Declaration by virtue of various Notices of Addition of Land to Covenants, Conditions and Restrictions for the Coves at Bird Island, Block One, including notices filed: May 27, 1982, in Book 431, at Pages 837-858; August 11, 1983, in Book 451, at Page 654, *et seq.*; November 29, 1984, in Book 475, at Pages 902-922; February 16, 1988, in Book 536, at Pages 263-65; August 17, 1990, in Book 578, at Pages 350-59; November 5, 1990, in Book 582, at Pages 207-223; and April 3, 1996, in Book 941, at Pages 146-50.



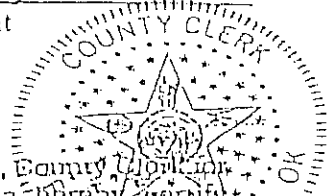
IN WITNESS WHEREOF, the President and Secretary of the Associations have executed this Amendment to the Declaration of Covenants, Conditions and Restrictions The Coves at Bird Island, Block One the day and year first above written.

THE COVES MASTER ASSOCIATION, INC. and
 THE SOUTHERN PROPERTIES OWNERS, INC.

ATTEST:

By: C. Robert Buford
 C. Robert Buford, President

By: Russell D. Briggs
 Russell D. Briggs, Secretary



I, the undersigned, County Clerk of Delaware County, Oklahoma hereby certify that the foregoing is a true, correct and full copy of the instrument herewith referred to, as it appears of record in this office, this

20th day of February, 2008.

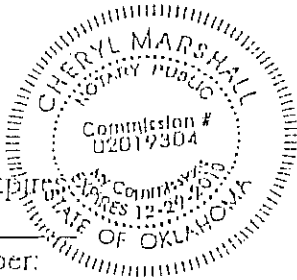
Carol Fortner County Clerk

By [Signature] Deputy

STATE OF OKLAHOMA)
) ss.
 COUNTY OF DELAWARE)

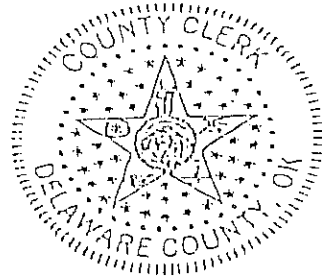
Before me, a Notary Public in and for said County and State, on this 20th day of February, 2008, personally appeared C. ROBERT BUFORD, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporations, for the uses and purposes therein set forth.

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



Cheryl Marshall
 Notary Public

My commission expires 12-29-10
 Commission Number:
02019304



AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE COVES AT BIRD ISLAND, BLOCK ONE

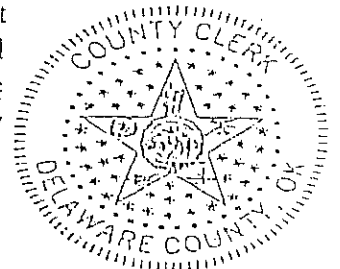
This Amendment to the Declaration of Covenants, Conditions and Restrictions The Coves at Bird Island, Block One, a subdivision in Delaware County, State of Oklahoma, according to the recorded plat thereof and the amendments thereto is made on the 21st day of February, 2008, by the President and Secretary of The Coves Master Association, Inc. and The Southern Property Owners Association, Inc. (hereinafter referred to collectively as the "Associations") pursuant to a vote of the owners and members of the Associations.

RECITALS:

On February 1, 2008, the owners and members of the Associations approved the hereinbelow amendment to that certain Declaration of Covenants, Conditions and Restrictions The Coves at Bird Island, Block One, filed in the office of the Delaware County Clerk on November 13, 1981, in Book 423 at Pages 1-26 (hereinafter the "Declaration"), in accordance with the provisions for amendment contained in said Declaration and Oklahoma law.

NOW, THEREFORE, Section 4.03 of the Declaration shall be amended by replacing the original Section 4.03 with the following amended and restated Section 4.03:

SECTION 4.03 Residential use; leasing. No residence on any Lot shall be used for any purpose other than single-family residential purposes. Leases of residences or structures on any Lot shall: (a) be for a term not less than three (3) months; (b) be in writing and a copy of the lease shall be delivered to the Association, within five (5) business days of execution; (c) expressly state that a violation of the provisions of the Declaration shall be a breach of the lease and shall cause an immediate termination of the lease; and (d) expressly bind the tenant to the terms and conditions of the Declaration, which shall be incorporated into every lease. Leases of any residence which would result in the occupancy of a residence or structure for any

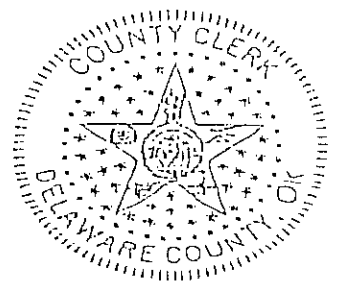


period less than three (3) months shall be expressly prohibited. No rooms within a residence or structure on any Lot may be separately rented nor may a residence be leased to persons other than a single family. The tenant under a lease permitted under this section shall be entitled to use the recreational facilities and amenities in place of the Owner and the Owner shall relinquish said right during the term of said lease.

Pursuant to said Declaration the President and Secretary of the Board of Directors of the Associations hereby set forth the amendment to the Declaration and certify that such amendment has been approved by the owners and members entitled to cast in excess of sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 6.04(A) of the Declaration. Each owner voting at said special meeting has indicated his/her/their approval of the Amendment set forth above, in writing which shall be kept with the records of the Associations.

All other provisions, terms and conditions contained in the Declaration and amendments thereto (except Section 4.03 which is herein amended) shall continue in full force and effect and shall not be affected by this amendment.

The Amendment of the Declaration shall include and pertain to all property subject to the original Declaration and all properties added to the Declaration by virtue of various Notices of Addition of Land to Covenants, Conditions and Restrictions for the Coves at Bird Island, Block One, including notices filed: May 27, 1982, in Book 431, at Pages 837-858; August 11, 1983, in Book 451, at Page 654, *et seq.*; November 29, 1984, in Book 475, at Pages 902-922; February 16, 1988, in Book 536, at Pages 263-65; August 17, 1990, in Book 578, at Pages 350-59; November 5, 1990, in Book 582, at Pages 207-223; and April 3, 1996, in Book 941, at Pages 146-50.



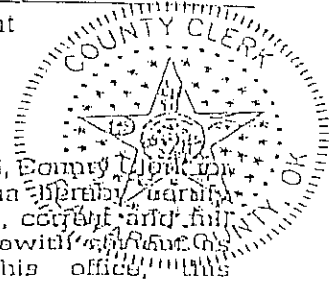
IN WITNESS WHEREOF, the President and Secretary of the Associations have executed this Amendment to the Declaration of Covenants, Conditions and Restrictions The Coves at Bird Island, Block One the day and year first above written.

THE COVES MASTER ASSOCIATION, INC. and
THE SOUTHERN PROPERTIES OWNERS, INC.

ATTEST:

By: C. Robert Buford
C. Robert Buford, President

By: Russell D. Briggs
Russell D. Briggs, Secretary

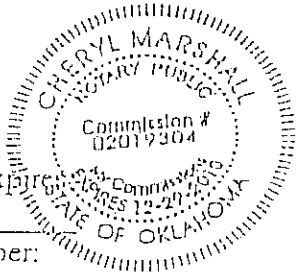


I, the undersigned, County Clerk for Delaware County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith appearing of record in this office, this 20th day of February, 2008.
Carol Förthner County Clerk
By Ch. Christ Deputy

STATE OF OKLAHOMA)
) ss.
COUNTY OF DELAWARE)

Before me, a Notary Public in and for said County and State, on this 20th day of February, 2008, personally appeared C. ROBERT BUFORD, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of the corporations, for the uses and purposes therein set forth.

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



Cheryl Marshall
Notary Public

My commission expires 12-29-10
Commission Number: 02019304

