

OWNER'S CERTIFICATE, DEDICATION AND
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGE AT JARRETT FARM

FILED

JUN 23 1 15 PM '94

STATE OF OKLAHOMA
WASHINGTON COUNTY CLERK
DEPUTY

KNOW ALL MEN BY THERE PRESENTS:

That JERONNY, INC., an Oklahoma corporation (herein the "Developer"), does hereby certify that it is the owner of that certain real estate situated in Washington County, Oklahoma described on Exhibit "A" attached hereto and does further hereby certify that it has caused all of the real estate described on Exhibit "A" to be engineered, surveyed and platted into lots, tracts, streets, easements and Common Areas as set forth and depicted on that certain Plat entitled "The Village at Jarrett Farm" (herein the "Addition") recorded in the Office of the County Clerk of Washington County, Oklahoma on the 23rd day of June, 1994 in Plat Envelope No. 546.

DEDICATION

Subject to the limitations and reservations herein set forth, Developer hereby dedicates to the public, for public use, the streets, easements and rights-of-way as shown on the recorded Plat of the Addition for the several purposes of ingress and egress to and from the Addition and the construction, maintenance, operation, repair and replacement of any and all public utilities, including, but not limited to telephone and other communication lines, electric power lines, transformers, pedestals, gas lines, water lines, sanitary sewer lines and all fittings and equipment associated with all such facilities and other appurtenances thereto. To that end the Developer hereby reserves to itself, to the Association (hereinafter identified) and to utility providers the right to hereafter construct, maintain, operate, lay, relay and repair water, gas, electric, sanitary sewer, telephone and other communication lines in, along and under the streets, easements and rights-of-way reserved for such purposes as shown on the recorded Plat of the Addition, with the right of ingress and egress over, across and along all such streets, easements and rights-of-way for the several purposes above mentioned.

Further, subject to the limitations, conditions and reservations herein set forth, the Developer hereby dedicates all areas identified on the Plat of the Addition and hereafter defined as the "Common Areas" for the private usage, benefit and enjoyment of the Owners of Lots in the Addition and their lessees, family members and invitees, with the ownership, maintenance, operation and usage of the Common Areas to be governed by the applicable provisions of the following Covenants, Conditions and Restrictions.

COVENANTS, CONDITIONS AND RESTRICTIONS

The property from which the Addition has been platted and the surrounding property is an area of distinctive terrain and natural beauty and it is the desire of the Developer by the adoption of the following Covenants, Conditions and Restrictions to create a planned residential community in which the natural beauty of the land included in the Addition is substantially preserved and where residents and visitors will be assured of the full enjoyment of the natural advantages of the area through careful planning and development to the greatest degree possible. In accordance with the foregoing and for the several purposes of (i) providing for the orderly development of the Addition, (ii) providing adequate restrictive covenants for the benefit of the Developer and its successors in title to the Lots in the Addition, and (iii) establishing a homeowners' association and

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providing for its operations, the Developer does hereby impose the following covenants, conditions, restrictions and reservations on all of the real estate included in the Addition, except as specifically limited by the provisions hereof, to which it shall be incumbent upon Developer's successors in title to adhere and any person or other legal entity hereafter becoming an owner of a Lot in the Addition shall take, hold and convey the same subject to the following:

1. Definitions. As used herein, the following words shall have the following meanings:

a. Articles. The Articles of Association of The Homeowners' Association of The Village at Jarrett Farm adopted by the Developer attached hereto marked Exhibit "B".

b. Association. The unincorporated association created by the Developer pursuant to the provisions of 60 O.S. §851, et seq. under the name of "The Homeowners' Association of The Village at Jarrett Farm" by and in accordance with the provisions herein set forth and in the Articles.

c. Carriage Home Lots. Lots 39, 40, 41 and 42 in the Addition in regard to which certain of the provisions hereof relating to all Lots and the specific covenants and conditions set forth in paragraph 3 hereof shall apply.

d. Common Areas. Excepting those elements or parts thereof which are dedicated to and the obligation for maintenance of which is assumed by The Town of Ramona, Oklahoma, the Common Areas as identified and depicted on the Plat of the Addition shall include (i) the streets constructed in the Addition by the Developer providing access to the Lots, (ii) the structures and other improvements constructed by the Developer at and associated with the entrance to the Addition located in the Northeast corner thereof, (iii) street light poles placed within the Addition by the Developer, (iv) the wooden fencing constructed and to be constructed by the Developer along the exterior boundaries of the Addition and along certain interior Lot lines, (v) the areas of land located between the exterior Lot lines and the exterior boundary lines of the Addition (sometimes identified on the Plat as "Common Open Areas"), (vi) the structure identified as the "Stables", and (vii) the sanitary sewer collection system, the sewage evaporation lagoon and the associated pipelines, fixtures and equipment referred to in paragraph 19.c hereof. The Common Areas shall also include any other areas in or improvements to the Addition which shall subsequently be designated and dedicated as such by either the Developer or the Association.

e. Dwelling. A single family residential structure conforming to the restrictions herein set forth including residential structures constructed on the Carriage Home Lots unless excluded by the language associated with the reference to a "Dwelling"..

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f. Lot. Each platted and separately numbered Lot in the Addition comprising forty-nine (49) in number as reflected on the recorded Plat thereof, specifically excluding the Reserve Tracts, but including the Carriage Home Lots unless specifically excluded by the language associated with the reference to a "Lot" or the "Lots".

g. Member. Those persons and legal entities entitled to membership in the Association as set forth in the Articles.

h. Owner. The person, persons or legal entity or combination thereof holding the record fee simple title to a Lot.

i. Reserve Tracts. The two (2) tracts of property in the Addition identified on the Plat as Reserve Tracts A and B, the permitted usages of which are described in paragraph 4 hereof.

j. Structure. A Dwelling, fence, privacy enclosure wall, retaining wall, driveway, swimming pool, bathhouse, hot tub, greenhouse, gazebo, children's playhouse and any other above-ground structure of any kind or nature.

k. Transfer Date. The date upon which the Developer has sold a total of thirty (30) of the Lots.

2. Lot Usage. All Lots shall be used exclusively for residential purposes. No Dwelling or other Structure on any Lot shall be used either in whole or in part as a professional office, shop, school, or studio, or for the conduct of any commercial business or trade where such usage involves ingress to and egress from the Addition by customers or clients of the Owner's said trade or business. Further, no noxious or offensive activity shall be carried out upon any property within the Addition, nor shall anything be done within the Addition which would be an annoyance or nuisance to the residents of the Addition.

3. Carriage Home Lots. Unless excepted from the applicability of certain of the covenants, conditions and restrictions hereinafter set forth, the Dwellings and other Structures constructed on the Carriage Home Lots shall be subject to the provisions hereof. Dwellings constructed on the Carriage Home Lots may either be single family residential Structures conforming to the general requirements applicable to residential Structures as herein set forth or alternatively, may be duplex Structures. Developer states that it is the present intention of the Developer to construct duplex "carriage homes" on the Carriage Home Lots which will be made available for sale, lease or rental. The Carriage Home Lots shall be subject to assessments, both general and special, on the same basis as all other Lots in the Addition and non-owner occupants of the residential Structures on the Carriage Home Lots, while not Members of the Association, shall, however, be entitled to usage of the Common Areas in the same manner and to the same extent as Members of the Association.

4. Reserve Tracts. Reserve Tract A located in the Northeast corner of the Addition shall not be subject to any of the restrictions and conditions herein contained regarding the nature of, approval of or type of Structures which may be constructed thereon provided that, however, any portions of the Reserve Tract A which include or upon which there are

situated any Common Areas shall be subject to the restrictions and conditions herein set forth. Developer states that Reserve Tract A is intended to be used for light commercial development (retail shops, restaurant and similar type businesses) although portions thereof may be used for Dwellings or residential Structures in the nature of "carriage homes" described in paragraph 3 hereof. Reserve Tract B is ultimately intended by the Developer to be platted and subdivided into Lots 19, 20 and 21 of the Addition and the Developer reserves the right to file a supplemental plat in regard to Reserve Tract B in which event said property shall be subjected to all of the covenants, restrictions and conditions herein set forth applicable to Lots in the Addition. Until such time as Reserve Tract B is platted into Lots, same shall not be subject to either general or special assessments by the Association.

5. Building Site. The building site for a Dwelling may be one Lot or more than one Lot, but in no event less than one Lot with the exception of residential Structures constructed on the Carriage Home Lots.

6. Structures. No Structure shall be erected, placed or permitted to remain on any Lot, excluding the Carriage Home Lots, other than one (1) Dwelling and the Structures appurtenant thereto provided that, however, all Structures shall be in harmony with the architecture and decor of the Addition and shall be subject to the provisions of paragraph 8 hereof. No metal storage buildings are permitted on any Lot other than moveable storage buildings temporarily located thereon in conjunction with construction of a Structure thereon. No Structure shall be moved into the Addition.

7. Garages. All Dwellings, other than residential duplexes constructed on the Carriage Home Lots, shall have attached, enclosed garages suitable for accommodating a minimum of two (2) standard size automobiles. As to residential duplexes constructed on the Carriage Home Lots or on Reserve Tract A, if any, each side of such duplex shall only be required to have an attached garage accommodating one (1) standard size automobile. Automobile repair work shall be performed inside the garage. Parking of vehicles on the yard or lawn of a Lot is prohibited. Carports are not permitted.

8. Approval of Plans; Architectural Committee. All plans and specifications for (i) the initial construction of any Structure on a Lot, (ii) any later changes or additions thereto after initial approval and construction thereof, and (iii) any exterior remodeling and reconstruction of or alteration to any Structure shall be subject to and shall require the prior written approval of the Architectural Committee (as hereinafter established) in accordance with the following provisions:

a. Preliminary Plans. In order to avoid unnecessary hardship, it is mandatory that Owners contemplating works of construction, reconstruction, or exterior remodeling or alteration of any Structure shall first submit in duplicate to the Architectural Committee preliminary drawings, plans and specifications in order to obtain approval thereof before causing preparation of detailed and final drawings, plans and specifications and incurring substantial expense in that regard. One set of preliminary drawings, plans and specifications shall be retained by the Architectural Committee.

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b. Final Plans. Before commencement of construction, reconstruction, exterior remodeling, or alteration of any Structure, the Owner shall submit to the Architectural Committee two (2) complete sets of final plans and specifications for said improvement, the construction, alteration or remodeling of which is desired, and no Structure shall be erected, altered, placed or maintained upon any Lot unless and until the final plans and specifications therefor have received written approval as herein provided. Such final plans and specifications shall include (i) a plot plan showing the location on the Lot of the Structure proposed to be constructed, altered, placed or maintained, (ii) the proposed roof type, (iii) the exterior front and side elevations, (iv) the exterior color schemes, and (v) a description of the materials to be used in the construction of the exterior of the Structure.

c. Approval of Plans. The Architectural Committee shall approve or disapprove the final plans and specifications within ten (10) days from the receipt thereof. One set of said plans and specifications with the approval or disapproval of the Architectural Committee endorsed thereon shall be returned to the Owner and the other copy thereof shall be retained by the Architectural Committee. In the event that the Architectural Committee approves such plans and specifications, at the request of the Owner there shall also be issued a written certificate in recordable form executed by a member of the Architectural Committee acknowledging such approval. In the event there is no action by the Architectural Committee to approve or disapprove such plans and specifications within ten (10) days after the delivery thereof and no legal action has been instituted to enjoin the proposed construction, reconstruction, modification or other alteration of a Structure, the provisions hereof requiring approval of plans and specifications shall be deemed waived.

d. Review Considerations. The Architectural Committee in its consideration of plans and specifications submitted shall be guided by the extent to which the proposed Structure or the addition to or alteration and modification of any existing Structure will be in general conformity and harmony in exterior design and appearance with other Structures in the Addition, based upon, among other things, the following factors: the quality of workmanship; the nature and durability of materials; harmony of external design with existing Structures in the Addition; choice of colors; changes in topography, grade elevation and/or drainage; the effect of the proposed Structure, or addition to or modification or alteration of any existing Structure on the use, enjoyment and value of neighboring properties, and on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or addition to or modification or alteration of an existing Structure taking into account the general aesthetic values of the

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surrounding area. The Architectural Committee shall accordingly have the right to disapprove plans and specifications (i) if such plans and specifications are not in accordance with the provisions hereof, (ii) if the design or exterior color scheme of the proposed Structure is not in harmony with either the general surroundings or the adjacent Structures, (iii) if the plans and specifications are incomplete, or (iv) if the Architectural Committee deems the plans and specifications or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interests, welfare or rights of the Owners of all or any part of the real property subject hereto, all in the sole and uncontrolled discretion of the Architectural Committee, the decisions of which shall be final.

e. No Liability. Neither the Architectural Committee, its members, the Developer nor the Association shall be responsible or liable in any way for any defects in any plans or specifications approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

f. Right of Inspection. The Architectural Committee, or members thereof, shall at all times have the right but not the obligation to inspect Structures being constructed within the Addition so as to assure that same are constructed in accordance with the approved plans and specifications.

g. Composition of Architectural Committee. Until the Transfer Date and the election of their successors, the Architectural Committee shall be composed of the Initial Directors of the Association identified in the Articles. Thereafter the Architectural Committee shall be composed of one (1) officer of the Developer and three (3) Members of the Association appointed by the Board of Directors of the Association. In the event of the dissolution or other cessation of operations of the Developer, the Architectural Committee shall be composed solely of four (4) Members duly appointed by the Association's Board of Directors.

9. The Association. The Developer hereby declares that the property within the Addition (including Reserve Tract B once platted into Lots, but specifically excluding Reserve Tract A except (i) as to any Common Areas situated thereon and (ii) as to any portions or areas thereof upon which "carriage homes" may be ultimately constructed) is submitted by this instrument to the provisions of 60 O.S. §851, et seq. for the purpose of establishment of the Association by and in accordance with the provisions of the Articles and in accordance with the following provisions:

a. Membership. Every Owner of a Lot shall be a member of the Association upon acquisition of title to a Lot.

b. Common Areas. As soon as practicable following the Transfer Date, the Developer

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shall grant, assign, transfer and convey the Common Areas to the Association, excepting such parts or elements thereof which have theretofore been dedicated to and the responsibility for maintenance of which has been assumed by The Town of Ramona Oklahoma, such transfer and conveyance to be effectuated by the recording in the Office of the County Clerk of Washington County, Oklahoma of a certificate executed by the duly authorized officers of the Developer identifying the Addition and setting forth the actual Transfer Date. At the time of conveyance of the Common Areas to the Association, same shall be free of any and all mortgages, judgments or similar liens or encumbrances. The Association shall own and hold the Common Areas (or those parts or elements thereof which have not been dedicated to The Town of Ramona, Oklahoma) subject to (i) the reservations made herein to the Developer and to the suppliers of utility services of the right to lay, install, construct, repair, replace and maintain pipes, mains, conduits, lines and other similar facilities for providing utility services to the Addition, and (ii) the right of the Developer to enter upon any of the Common Areas for the purpose of construction or completing the construction of improvements on and landscaping of the Common Areas. The Common Areas conveyed to the Association shall be deemed property and facilities for the use, benefit and enjoyment, in common, of the Members and their family members, lessees and invitees, and except as otherwise permitted herein, no Structure or other type of improvement of any kind shall be erected, placed or maintained on any portion of the Common Areas except upon the approval of the Board of Directors of the Association. Specifically, except as permitted herein, no portion of any of the Common Areas may be used exclusively by any Member for personal purposes without the prior approval of the Association.

c. Powers and Duties. The Association by and through its Board of Directors shall have and maintain, in general, the power and duty for the benefit of the Members to manage, operate, care for, repair, replace, restore and maintain those parts or elements of the Common Areas for which such duty and responsibility is not assumed by The Town of Ramona, Oklahoma. All Members and all other parties bound by this instrument covenant and agree that the administration of the Common Areas shall be in accordance with the provisions hereof, the Articles, the By-Laws of the Association and such rules and regulations as may be adopted by the Board of Directors of the Association from time to time. The Association by and through its Board of Directors without limitation by the foregoing, shall have and maintain those powers and discharge those duties set forth in the Articles.

d. Assessments. Each Owner by acceptance of a Deed to a Lot, whether or not so expressed in the Deed or other conveyance, shall be deemed to have covenanted and agreed to pay the

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Association the annual assessments and any special assessments established and levied in accordance with the provisions hereof and of the Articles. All assessments levied by the Association shall be used exclusively for the promotion of the recreation, health, safety and welfare of the Members of the Association and for the improvement, operation and maintenance of the Common Areas.

e. Basis for Assessments. Except as specifically otherwise provided herein, both annual and special assessments shall be divided and assessed among the Members on a per Lot owned basis. Assessments, whether annual or special, attributable to a Lot the area of which is divided among two or more Owners, shall be divided among the Owners thereof on a per square footage owned basis.

f. Annual Assessments. Until the Developer shall have sold a total of fifteen (15) Lots, there shall be no annual assessments to Members of the Association, the Developer by this instrument agreeing to assume all costs and expenses associated with the Common Areas and the operation and maintenance of same prior thereto. Commencing as of January 1st following the year during which the Developer sells the fifteenth (15th) Lot and continuing through the calendar year during which the Transfer Date occurs, the Members, excluding the Developer, shall be assessed and shall pay to the Association an annual assessment of \$100.00 per Lot (and pro rata portion thereof as to a partially owned Lot), such annual assessment to be payable in advance on or before January 30 of each year and to be prorated on a calendar year basis dating from the date of Lot acquisition by the Member. All costs and expenses of the Association not defrayed by such initial annual assessments shall be borne by the Developer. Following the Transfer Date, the amount of annual assessments shall be set by the Board of Directors of the Association, provided that, however, if the amount of the annual assessments established by the Board of Directors for any year will be in excess of one hundred and ten percent (110%) of the amount of the annual assessments for the previous year, such increase shall be subject to approval by the affirmative vote of a majority of the Members present or represented by proxy at either an annual meeting or special meeting of the Members called for such purpose.

g. Special Assessments. The Board of Directors of the Association may levy in any year a special assessment, applicable for that year only, for the purpose of defraying extraordinary costs of maintenance of and/or costs of any construction, reconstruction, renovation, repair or replacement of any capital improvements located on the Common Areas, including fixtures and personal property related thereto, provided that, however, prior to the Transfer Date the Initial Directors shall not have authority to levy any special assessments and further provided that, however, special assessments to individual Members may

be made by the Board of Directors (including the Initial Directors) at any time for the recovery of the cost for repairs to any improvement forming a part of the Common Areas damaged by actions of said Member, the Member's family or the Member's agents, lessees, contractors or invitees.

h. Creation of Lien. The annual and special assessments of the Association, together with any interest accruing thereon, shall be a lien upon the Lot or Lots of the non-paying Member. Each such assessment, together with interest, costs and a reasonable attorneys' fee (if the services of an attorney are required) shall also be the personal obligation of the defaulting Member and the personal obligation for delinquent assessments shall not pass to successors in title to the Lot upon which the delinquent assessments constitute a lien unless expressly assumed by such successors, but such assumption shall not impair the right of the Association to pursue remedies against the former Member. The lien of assessments provided for herein shall be subordinate to any lien, mortgage or encumbrance recorded prior in time to the recording of the written notice described in the following subparagraph.

i. Non-Payment of Assessments. Any assessment, whether annual or special, not paid within thirty (30) days after the date that written notice thereof is mailed or delivered to the Members shall bear interest from such due date at the rate of ten percent (10%) per annum. The Association may bring an action against the Member personally and/or to foreclose the lien for such delinquent assessments, interest, costs and attorneys' fees against the Member's Lot(s). No Member may waive or otherwise escape or excuse himself from liability for payment of assessments as a result of non-use of the Common Areas or abandonment of his Lot(s). To evidence the lien for unpaid assessments, the Board of Directors of the Association may authorize the preparation of a written notice of assessment lien setting forth the amount of same, the name of the Owner(s) and a description of the Lot or Lots to which such delinquent assessment applies, such notice to be signed by an officer of the Association and recorded in the Office of the County Clerk of Washington County, Oklahoma with the lien for such delinquent assessments to attach as of the date of recording of such notice.

10. Dwelling Specifications. No Dwelling or other Structure shall exceed two (2) stories in height. All Dwellings, excluding the residential Structures constructed on the Carriage Home Lots and on Reserve Tract A, shall have living space of not less than 2,600 square feet. Two (2) story Dwellings, including split level Dwellings but excluding residential Structures constructed on the Carriage Home Lots or on Reserve Tract A, shall have a minimum of 1,800 square feet of living space on the lower level with living space being defined as the habitable living area within the Dwelling exclusive of garages and porches. Exposed exterior wall areas of the first floor of all Dwellings, exclusive of doors, windows and gables, shall be at least fifty percent (50%)

masonry, however, exceptions to this masonry requirement may be approved by the Architectural Committee. Masonry material shall be of a quality and an appearance equal or superior to standard clay or shale common brick or quarried stone (concrete blocks not acceptable). Roof material shall be wood, slate, tile, or heavy composition. Roofing materials on all Structures shall be either simulated shake composition shingles of asphalt or fiberglass material, 300# or more per square, or metal (flat sheeting or simulated shingle types); standard composition shingles shall not be used. No exterior radio or television antennae or satellite dishes shall be erected or maintained.

11. Set-Back Restrictions. No Structure shall be constructed and maintained nearer to the front Lot line than thirty (30) feet. All Lots shall have a back yard of not less than thirty (30) feet and shall have side yards of not less than fifteen (15) feet and no Structure shall be permitted within a required front, back or side yard nor allowed to encroach upon the platted easements. Shrubbery, trees and other plantings shall not be located in such close proximity to the streets so as to obstruct the view of operators of vehicles and create a hazard.

12. Fencing. No solid, view obscuring privacy fence may be erected except around patios and pool areas.

13. Temporary Structures; Vehicles. No Structure other than a Dwelling shall at any time be used as a residence, either temporarily or permanently provided that, however, a Lot owner may temporarily reside in a mobile home or travel trailer placed on his Lot during construction of the Dwelling thereon for a period not in excess of six (6) months. No Owner shall maintain or permit to be maintained on a Lot a travel trailer (whether self-propelled or not), recreational mobile home, boat, camper, bus (as originally manufactured or subsequently converted) or similar type vehicle for a period in excess of 48 hours unless said vehicle is located behind the front building line of the Dwelling on such Lot and is adequately screened so as not to be visible from the street, provided that this restriction shall not apply to passenger size vans, which although sometimes used for recreational purposes, were originally manufactured as and intended for passenger service.

14. Dwelling Frontage. Any Lot that abuts more than one street shall be deemed to front on either street and the Dwelling erected thereon shall have a presentable frontage on each abutting street.

15. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any Lot except for dogs, cats and other household pets, provided that they are not kept, bred or maintained for any commercial purpose. All household pets must be fenced in or kept on a leash.

16. Signage. No sign of any kind shall be displayed on any Lot or on any of the Common Areas except (i) a sign or post office delivery box showing the street address and name of the occupant of the Dwelling which shall be approved by the Architectural Committee, (ii) a sign no larger than two feet by three feet advertising the sale or rental of an improved or unimproved Lot, and (iii) signs maintained by the Developer to advertise the sale of Lots in the Addition. Dwelling address numbering shall be uniform in the Addition and in the manner prescribed by the Developer.

17. Exterior Equipment. All trash receptacles, air conditioning condensers and miscellaneous electrical equipment

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shall be screened from the street. No outdoor clotheslines shall be allowed. All refuse and waste shall be kept and maintained in sanitary containers which shall be kept in a reasonably clean condition. Each Owner shall be responsible for bearing the cost of removal and disposal of such Owner's refuse and solid waste. During construction of or repairs or alterations to Structures the Owner (i) shall cause all construction debris to be maintained in a manner so as to prevent same from being blown or otherwise moved on to other Lots and (ii) shall supply or cause the Owner's contractor(s) to supply temporary and removable sanitary facilities.

18. Wells. No drilling or puncturing of the surface by the drilling of wells for the recovery of oil, gas, other hydrocarbons, water, or minerals shall be permitted in the Addition.

19. Utilities. The following conditions and provisions shall apply to electric, telephone, cable television, water and gas utility services and to the sanitary sewage collection system in the Addition:

a. Location; Easements. All electric, water, gas, sanitary sewer, telephone, cable television and other communication lines shall be located underground along, under and in the dedicated streets and easements reserved therefor as reflected on the Plat of the Addition, provided that, however, service pedestals and transformers as sources of the supply of electric and telephone service, and manholes, gas meters and fire hydrants, if any, may be located above ground and may be located within or without such dedicated easements and further provided that electric lines serving Reserve Tract A and proceeding West to the Northwest corner of Reserve Tract A may be above ground. The underground electric, telephone and cable television cables to all Dwellings shall run from the nearest service pedestal or transformer to a point of usage determined by the location and construction of such Dwelling provided that, upon the installation of such service cables to a Dwelling, the suppliers of such services shall thereafter be deemed to have a definitive permanent, effective and exclusive right-of-way and easement on said Lot covering a five (5) foot strip extending two and one-half (2.5) feet on each side of such service cable(s), running from the service pedestal or transformer to the service entrance to the Dwelling. The Developer shall be responsible for causing the laying and construction of lines and placement of associated fixtures and equipment so as to make electric, gas, telephone and cable television services available to each Lot and it shall be the responsibility of the Lot Owner to lay and construct, where applicable, the necessary lines from the meter or other point of delivery of such utility services to the Dwelling in accordance with any and all applicable rules, regulations and requirements of the providers of such utility services and of any governmental authority having jurisdiction of same.

b. Water Service. The Developer shall be responsible for the laying of water mains within the dedicated easements and streets within the Addition so as to make water service available to each Lot. The Lot Owner and not the Developer

shall be responsible for acquiring the necessary membership in and water benefit unit from the Rural Water District providing the water service to the Addition and shall further be responsible for the cost of placement of a water meter and laying the necessary water line from the water mains to the Owner's Dwelling all in accordance with the rules and regulations of the Rural Water District providing water service to the Addition.

c. Sanitary Sewage Collection System. Sanitary sewage disposal facilities servicing Structures on Reserve Tracts A and B and Dwellings on all Lots shall in all cases be from and by use of an underground sanitary sewage collection system, the fixtures and equipment associated therewith and the associated evaporation lagoon to be situated on real estate located South of the Addition and dedicated by the owner thereof to The Town of Ramona, Oklahoma. The Developer shall construct the underground sanitary sewage collection lines within the reserved easements therefor as shown on the Plat so as to make service available to each of the Lots and Developer shall also construct the evaporation lagoon and all equipment, lines and facilities necessary to transport sewage collected by the system to the evaporation lagoon, with all of such construction to be in compliance with applicable rules, regulations and laws. The initial Owner of each Lot, including Lots subsequently platted from Reserve Tract B, shall make payment to the Developer at the time of acquisition of such Lot of a one-time tap fee of \$2,000.00 and the Owner causing the construction of a Dwelling on such Lot shall be responsible for and bear the cost of placement of and thereafter maintenance of an underground septic tank and the underground lines from the Dwelling to the septic tank and from the septic tank to a point of connection to the underground sanitary sewage collection lines constructed by Developer. Such septic tank and underground lines constructed by the Owner shall comply with all applicable statutes, laws and regulations, and shall be constructed in such a way so as to only permit liquid effluent to flow into the underground sanitary sewage collection lines constructed by Developer, with the Owner's septic tank retaining all solid sewage wastes and materials. The Lot Owner shall be responsible for and bear the cost of periodically causing the removal of solid wastes and materials retained in the septic tank on the Owner's Lot. Each Owner prior to making connection to the sanitary sewage collection system constructed by Developer shall provide to the Architectural Committee a plot plan or diagram depicting the location of and specifying the depth and size of the septic tank and associated lines to and from the septic tank. The Town of Ramona, Oklahoma, upon dedication by the Developer of said sanitary sewage collection system and the evaporation lagoon and its acceptance of same, shall be responsible for all costs and expenses associated with maintenance and operation of the underground sanitary sewage collection system, the fixtures and equipment associated therewith and the evaporation lagoon.

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d. Use and Protection of Utility Facilities. The suppliers of electric, telephone, cable television, gas and water utility services to the Addition, and The Town of Ramona, Oklahoma in regard to the sanitary sewage collection system and evaporation lagoon and facilities associated therewith, through their agents and employees, shall at all times have the right of access to all dedicated streets, easements and Common Areas in the Addition for the several purposes of installing, maintaining, repairing, removing and replacing all or any portion of said underground facilities and services so installed and/or to be maintained by any such utility supplier. Further, the Lot Owner shall be responsible for the protection of the underground utility services located on his Lot and shall prevent the alteration of grade and any construction activity which might interfere with such facilities. Further, the Lot Owner shall be responsible for payment of any and all damages to or the costs of relocation of such utility services caused or necessitated by acts of the Owner, his agents or contractors.

e. Enforcement. The foregoing covenants concerning underground utility services and facilities shall be enforceable by the suppliers and/or parties responsible for maintenance of same and each Lot Owner agrees to be bound hereby. Specifically, regarding the individual septic tank(s) servicing Dwellings and Structures constructed on Reserve Tract A, in the event that an Owner or other person responsible for maintenance of such septic tank(s) fails, refuses or neglects to satisfy the maintenance obligations as to such septic tank(s) as set forth in subparagraph c., above, and as a result either an unsanitary condition arises or solid waste and materials are allowed to be discharged into the underground sanitary sewer collection lines, the Town of Ramona, Oklahoma is empowered to (i) go upon such Owner's property to remedy such unsanitary and/or improper operational condition, (ii) charge and assess against the Owner or other responsible party all costs incurred in connection with such actions so undertaken, (iii) obtain a lien upon the Owner's or other responsible party's Lot or Reserve Tract for recovery of all such costs in the same manner as is set forth in subparagraph i of paragraph 9, above, and (iv) pursue enforcement and/or foreclosure of such lien through all lawful means, including but not limited to the pursuit of remedies similar to those set forth in paragraph 26 hereof.

20. Lot Line Variances. In connection with the preparation of the recorded Plat of the Addition, the Developer has, where possible, located certain of the surveyed Lot lines along and in conformity with the presently existing location of the wooden fencing which forms a part of the Common Areas. The surveyed Lot lines as depicted on the recorded Plat of the Addition do not in each instance, however, coincide with the location of the existing wooden fencing and as a result, variances exist between the location of the existing wooden fencing and the surveyed Lot lines. In recognition of such variances and of the Developer's intent and declaration hereby that the location of the existing wooden fencing shall constitute for all purposes the actual

Lot lines in lieu of the surveyed Lot lines where such variances occur, the Developer hereby reserves to itself and for the subsequent benefit of the Association, an easement on either side of the surveyed Lot lines along which such wooden fencing is constructed by the Developer (or depicted on the Plat) for the purpose of repairing and maintaining such wooden fencing as a part of the Common Areas. In the event an Owner desires to remove and alleviate any such variance between the surveyed Lot line and the location of the wooden fencing, such Owner shall bear the cost of moving the wooden fencing and shall first obtain the prior approval of the Board of Directors of the Association. All wooden fencing forming a part of the Common Areas which is hereafter constructed by the Developer in discharge of its duty to construct same shall be constructed on the surveyed Lot lines and other areas as shown on the Plat of the Addition and the easement reserved as above set forth for effecting repairs to said fencing shall also be applicable to the fencing hereafter constructed by Developer.

21. Maintenance. Each Owner shall be responsible for the care, regular mowing, preservation and maintenance of his Lot and the Structures situated thereon in a good and presentable condition and in accordance with reasonable standards as may be established by the Association.

22. Trucks. Commercial trucks with tonnage in excess of 3/4 ton shall not be parked on the streets, Lot driveways, or any other part of a Lot any longer than is reasonably necessary for the driver thereof to perform the business functions to which the vehicle relates, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the Addition at any time.

23. Driveways. All driveways shall be constructed of asphalt; no concrete driveways are permitted. No front street curbs or gutters are permitted.

24. Duration; Binding Effect. These restrictive covenants are to run with the land and shall be binding on all Owners and all Lots until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless prior to the expiration of the then current term, a written instrument is executed by ninety percent (90%) of the then Owners of the Lots stating that these Covenants, Conditions and Restrictions shall expire at the end of the then current term.

25. Amendments. Prior to the sale of any of the Lots in the Addition, the Developer may amend the provisions hereof by execution of a written document thereafter recorded in the Office of the County Clerk of Washington County, Oklahoma. Thereafter and until the Transfer Date, the provisions hereof may be amended by an instrument signed by the Developer and by the Owners of a majority of the Lots in the Addition, excluding the Lots owned by the Developer, which instrument shall be recorded in the Office of the County Clerk of Washington County, Oklahoma. Following the Transfer Date, the provisions hereof may be amended by an instrument signed by the Owners of a majority of the Lots in the Addition including those owned by the Developer, which instrument shall be recorded in the Office of the County Clerk of Washington County, Oklahoma.

26. Enforcement; Remedies. If the Owner of any Lot violates or if the Owner of any Lot permits the violation by any other person of any of the restrictive covenants herein contained and thereafter refuses to correct the same and to abide by said restrictions, the Owner of any Lot or the Association may institute legal proceedings to enjoin, abate or correct such violation or violations and/or seek recovery

of damages for such violation, and the Owner of the Lot and/or other person permitting the violation shall be responsible for payment of all attorney fees, court costs and other expenses incurred by the plaintiff(s) instituting such legal proceedings in the event such plaintiff(s) is or are determined to be the prevailing party. The amount of said attorney fees, court costs and other expenses allowed and assessed by the court in such a proceeding shall become a lien upon the Lot(s) of the Owner violating or permitting the violation of these restrictive covenants as of the date legal proceedings were originally instituted and such lien shall be subject to foreclosure in such action.

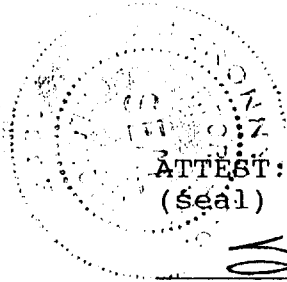
27. Severability. Invalidation of any of these covenants by court judgment or order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officers this 23rd day of June, 1994.

(the "Developer")

JERONNY, INC.

By Harry J. Agnew, Jr.
President



ATTEST:
(Seal)

Shane L. Agnew
Secretary

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of June, 1994, personally appeared Harry J. Agnew, Jr., 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 such corporation, for the uses and purposes therein set forth.

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

Karen Jo Wicks
Notary Public

My commission expires:
November 22, 1994

BK0881 PG1568

EXHIBIT "A"

A tract of land located in Section 21, Township 23 North, Range 13 East, Washington County, Oklahoma, more particularly described as follows:

Commencing at the Northeast corner of said Section 21; thence S 89° 47' 27" W along the North boundary of said section 231.70 feet to a point on the present Westerly right-of-way of U.S. Highway 75 and the point of beginning; thence S 0° 04' 00" E along said right-of-way 2,403.80 feet; thence S 11° 15' 00" W 265.00 feet; thence N 35° 39' 18" W 139.76 feet; thence N 41° 41' 37" W 623.23 feet; thence N 46° 33' 01" W 241.07 feet; thence N 57° 03' 26" W 86.73 feet; thence N 37° 55' 43" W 92.31 feet; thence N 88° 02' 31" W 37.12 feet; thence S 32° 22' 35" W 35.31 feet; thence S 58° 35' 31" W 48.48 feet; thence N 87° 28' 16" W 125.24 feet; thence N 63° 26' 40" W 186.84 feet; thence N 27° 41' 45" W 112.13 feet; thence N 89° 39' 40" W 172.17 feet; thence N 71° 00' 04" W 69.78 feet; thence S 28° 30' 50" W 58.34 feet; thence N 81° 55' 53" W 69.26 feet; thence N 60° 02' 22" W 121.42 feet; thence S 61° 36' 57" W 134.45 feet; thence N 67° 23' 39" W 134.96 feet; thence S 40° 49' 38" W 126.33 feet; thence S 21° 53' 56" W 99.77 feet; thence S 81° 37' 06" W 311.28 feet to the West boundary of the NE/4 of Section 21; thence N 0° 09' 00" W 1,175.54 feet; thence S 89° 47' 39" W 661.71 feet; thence N 0° 09' 58" W 659.40 feet to the North boundary of Section 21; thence N 89° 47' 27" E along said boundary 661.79 feet to the Northwest corner of the NE/4 of Section 21; thence continuing N 89° 47' 27" E along the North line of said NE/4 2,415.46 feet to the point of beginning, containing 113.24 acres, more or less.

BK0881 Pg 1569

EXHIBIT "B"

ARTICLES OF ASSOCIATION
OF
THE HOMEOWNERS' ASSOCIATION OF
THE VILLAGE AT JARRETT FARM

Pursuant to the provisions of 60 O.S. §851, et seq., JERONNY, INC., an Oklahoma corporation (the "Developer"), being the record owner as of the date hereof of all of the real estate included within "THE VILLAGE AT JARRETT FARM" (the "Addition") described on the foregoing Exhibit "A", has this date and by this instrument formed an unincorporated homeowners' association pursuant to the above cited statutes and in pursuance thereof, does hereby state as follows:

ARTICLE I

DEFINITIONS

Unless otherwise indicated herein, the defined terms set forth in the attached and foregoing Owner's Certificate, Dedication and Declaration of Covenants, Conditions and Restrictions (the "Certificate") shall have the same meanings herein.

ARTICLE II

NAME

The name of the unincorporated association is "The Homeowners' Association of The Village at Jarrett Farm" (the "Association").

ARTICLE III

PRINCIPAL OFFICE

The principal office of the Association is now located at Route 1, Box 1480, Ramona, Oklahoma 74061, which such principal office may be changed from time to time by the Board of Directors of the Association.

ARTICLE IV

REGISTERED AGENT AND ADDRESS

Harry J. Agnew, Jr., whose address is Route 1, Box 1480, Ramona, Oklahoma 74061, is hereby appointed the registered service agent of the Association and shall serve in such capacity until the Transfer Date following which the President of the Association or some other person designated by the Board of Directors shall become such registered service agent, such initial designation and any subsequent designation to be in writing and filed in the Office of the County Clerk of Washington County, Oklahoma.

ARTICLE V

NON-PROFIT

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any Member except that reasonable compensation may be paid to a Member for services actually rendered to the Association.

ARTICLE VI

DIRECTORS' POWERS AND DUTIES

The Association by and through its Board of Directors shall manage, operate, care for, repair, replace, restore and maintain for the benefit of the Members those parts or

elements of the Common Areas as to which the responsibility for maintenance is not assumed by The Town of Ramona, Oklahoma. The Board of Directors in furtherance of such general purpose shall have and maintain the following powers and duties:

a. Fix, levy, collect and enforce payment by any lawful means of all charges or assessments authorized pursuant to the provisions of the Certificate and pay all expenses in connection with the operation and maintenance of the Common Areas;

b. Establish reasonable rules and regulations for the use of the Common Areas;

c. Promote the health, safety, pleasure, recreation and welfare of the Members of the Association;

d. Insure the Common Areas against casualty damage and insure the Association and its officers and directors against general public liability;

e. Pay all taxes, real and personal, and all assessments and levies which are or would become a lien upon the Common Areas (specifically excepting taxes or assessments levied separately against an individual Lot and/or the Owner thereof;

f. Keep and maintain at all times accurate accounts of receipts and expenditures affecting the Common Areas and the administration thereof;

g. Acquire, hold, own, improve, operate, maintain and dedicate for public use or the private use of the Members either real or personal property in connection with the affairs of the Association;

h. Employ such persons and/or enter into contracts for the performance of services necessary for the proper operations of the Association;

i. Borrow money and mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for borrowed monies or debts incurred, provided that such actions shall only be taken upon the affirmative vote of not less than seventy-five percent (75%) of the Members of the Association present in person or by proxy at any meeting of Members, written notice of which meeting must specify the nature, purpose and amount of any such borrowing;

j. Abate and remove any breach or violation of the provisions of the Certificate and to enforce the provisions thereof to the extent authorized and permitted by 60 O.S. §856;

k. Adopt By-Laws governing the operations of the Association and the conduct of its business;

l. Appoint Members of the Association to the Architectural Committee in accordance with the provisions of the Certificate; and

m. Have and exercise any and all powers, rights and privileges which an unincorporated association organized under the laws of the State of Oklahoma by law may now have or hereafter have or exercise which are consistent with the purposes for which the Association has been formed.

ARTICLE VII

MEMBERSHIP; VOTING

Each Lot Owner shall be a Member of the Association and membership therein shall be appurtenant to and may not be separated from ownership of a Lot in the Addition. The Association shall have only one class of voting membership and the Owner of a Lot in the Addition shall be entitled to one (1) vote, provided that when more than one person or legal entity own undivided interests in a Lot or when ownership of portions of a Lot is divided between or among different Owners, such co-owners shall only be entitled to collectively exercise one (1) vote in connection with the conduct of the affairs of the Association.

ARTICLE VIII

DIRECTORS

Until the Transfer Date, the affairs of the Association shall be managed by a Board of Directors four (4) in number, such Directors (the "Initial Directors") being: Harry J. Agnew, Jr., Shauna L. Agnew, John B. Agnew and Rosemary Agnew. Following the Transfer Date, the affairs of the Association shall be governed by a Board of Directors five (5) in number and the Initial Directors shall serve until the first meeting of the Members of the Association taking place following the Transfer Date at which time their successors shall be elected. In the event of the death or resignation of an Initial Director, the remaining Initial Directors shall elect a successor Initial Director to fill the unexpired term of such Initial Director who has died or resigned.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than ninety percent (90%) of the votes of all of the Members of the Association. Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public or governmental agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to similar purposes.

ARTICLE X

DURATION

The Association shall have and be of perpetual duration.

ARTICLE XI

AMENDMENTS

Except as otherwise provided herein, amendments to these Articles of Association shall require an affirmative vote by a majority of the Members present in person or by proxy at any meeting called for such purpose. Notwithstanding the foregoing, the Developer prior to the sale of any Lots in the Addition shall have the right, power and authority to modify, revise, amend or change any of the provisions of these Articles of Association by written instrument recorded in the Office of the County Clerk of Washington County, Oklahoma.

IN WITNESS WHEREOF, for the purpose of forming the Association under the laws of the State of Oklahoma, the undersigned duly authorized officers of the Developer have executed these Articles of Association this 23rd day of June, 1994.

(the "Developer")

JERONNY, INC., a corporation

By Harry J. Agnew, Jr.
President

ATTEST:
(seal)

Sharon L. Agnew
Secretary

STATE OF OKLAHOMA)

) ss.

COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of June, 1994, personally appeared Harry J. Agnew, Jr., 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 such corporation, for the uses and purposes therein set forth.

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

Karen J. Hicks
Notary Public

My commission expires:

November 22, 1994

BK0881PG1573

FIRST AMENDMENT TO
OWNER'S CERTIFICATE, DEDICATION AND
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGE AT JARRETT FARM

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, JERONNY, INC., an Oklahoma corporation (the "Developer"), Route 1, Box 1480, Ramona, Oklahoma 74061, on June 23, 1994 caused to be recorded in the Office of the County Clerk of Washington County, Oklahoma a certain "Owner's Certificate, Dedication and Declaration of Covenants, Conditions and Restrictions for The Village at Jarrett Farm (the "Certificate") in Book 881, commencing at page 1554, pursuant to which the Developer imposed upon the real estate platted as "The Village at Jarrett Farm" (the "Addition") as described on Exhibit "A", certain restrictive covenants; and

WHEREAS, as of the date of recording hereof, three (3) lots within the Addition have been sold to third-parties and in accordance with the provisions of paragraph 25 of the Certificate, it is provided that the provisions of the Certificate may be amended by an instrument executed by the Developer and by the other owners of a majority of the lots in the Addition, excluding the lots owned by the Developer, and it is the desire of the Developer and the undersigned present record owners of the other lots within the Addition to amend the Certificate.

NOW, THEREFORE, in consideration of the terms, conditions and provisions hereof and the mutual benefits flowing therefrom to all parties signatory to this instrument, it is mutually agreed that the last sentence of paragraph 10 of the Certificate is and shall be amended to read as follows:

"No exterior radio or telephone antennae shall be erected or maintained on any property in the Addition, however, exterior satellite dishes may be maintained associated with Dwellings provided that same do not have a diameter in excess of one (1) meter."

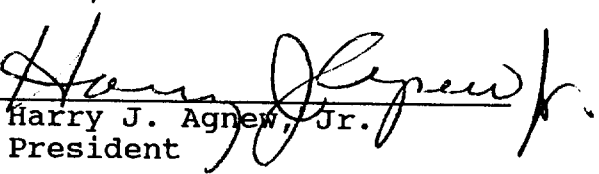
Except as hereinabove amended, all of the other terms, conditions and provisions of the Certificate shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the respective dates set forth in the acknowledgments of their signatures as hereinafter set forth.

(the "Developer")

JERONNY, INC.

By


Harry J. Agnew, Jr.
President




Shauna L. Agnew, Secretary



DIC NUMBER 95090252
BOOK 890
PAGES 1697 - 1700
TIME 2:23:02
FEE 14.00
11/21/1995
Washington County Clerk
Betty Sise
RECORDED AND FILED

90252

BK 0890 PG 1697

Owners of Lot Thirty-Six (36) of The Village at Jarrett Farm

Laura E. Bishop
Laura E. Bishop

Dave J. Bishop
Dave J. Bishop

Owners of Lot Fifty (50) of The Village at Jarrett Farm

Sharon M. Thompson
Sharon M. Thompson

Jimmie C. Thompson
Jimmie C. Thompson

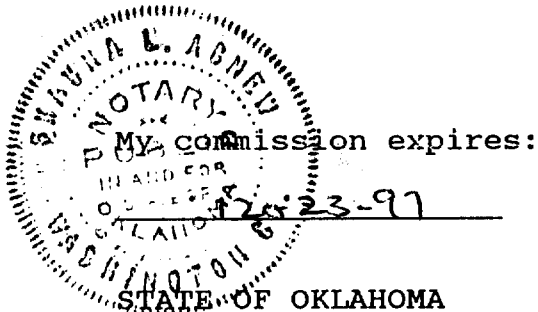
Owners of Lot Nine (9) of The Village at Jarrett Farm

Ross Lee Snider
Ross Lee Snider

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1995, personally appeared Harry J. Agnew, Jr., 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 such corporation, for the uses and purposes therein set forth.

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



Shavua L. Agnew
Notary Public

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1995, personally appeared Dave J. Bishop and Laura E. Bishop, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



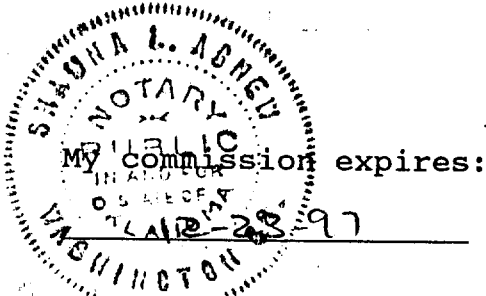
Shavua L. Agnew
Notary Public

BK0890PG1698

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1995, personally appeared Jimmie C. Thompson and Sharon M. Thompson, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

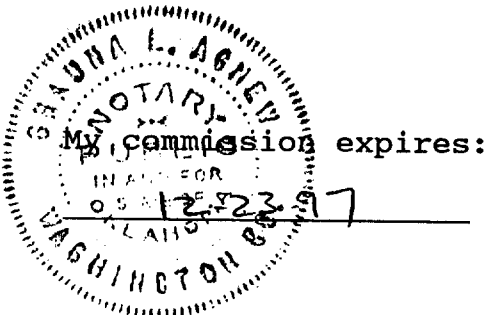


Shanna L. Agnew
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 1995, personally appeared Ross Lee Snider, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Shanna L. Agnew
Notary Public

BK0890PG1699

EXHIBIT "A"

THE VILLAGE AT JARRETT FARM

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER (NE/4) AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE/4 NW/4) OF SECTION TWENTY ONE (21), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE THIRTEEN (13) EAST, WASHINGTON COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE SOUTH 89°47'27" WEST ALONG THE NORTHERLY LINE OF SAID SECTION, A DISTANCE OF 231.70 FEET TO A POINT ON THE PRESENT WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 75 AND THE POINT OF BEGINNING:

THENCE SOUTH 0°04'00" EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2403.80 FEET TO A POINT;

THENCE SOUTH 11°15'00" WEST A DISTANCE OF 255.00 FEET TO A POINT;
THENCE NORTH 35°36'58" WEST A DISTANCE OF 157.01 FEET TO A POINT;
THENCE NORTH 41°41'37" WEST A DISTANCE OF 623.23 FEET TO A POINT;
THENCE NORTH 46°33'01" WEST A DISTANCE OF 241.07 FEET TO A POINT;
THENCE NORTH 57°03'26" WEST A DISTANCE OF 86.73 FEET TO A POINT;
THENCE NORTH 37°55'43" WEST A DISTANCE OF 92.31 FEET TO A POINT;
THENCE NORTH 88°02'31" WEST A DISTANCE OF 37.12 FEET TO A POINT;
THENCE SOUTH 32°22'35" WEST A DISTANCE OF 35.31 FEET TO A POINT;
THENCE SOUTH 58°35'31" WEST A DISTANCE OF 48.48 FEET TO A POINT;
THENCE NORTH 87°28'16" WEST A DISTANCE OF 125.24 FEET TO A POINT;
THENCE NORTH 63°26'40" WEST A DISTANCE OF 186.84 FEET TO A POINT;
THENCE NORTH 27°41'45" WEST A DISTANCE OF 112.13 FEET TO A POINT;
THENCE NORTH 89°39'40" WEST A DISTANCE OF 172.17 FEET TO A POINT;
THENCE NORTH 71°00'04" WEST A DISTANCE OF 69.07 FEET TO A POINT;
THENCE SOUTH 28°30'50" WEST A DISTANCE OF 58.34' FEET TO A POINT;
THENCE NORTH 81°55'53" WEST A DISTANCE OF 69.26 FEET TO A POINT;
THENCE NORTH 60°02'22" WEST A DISTANCE OF 121.42 FEET TO A POINT;
THENCE SOUTH 61°36'57" WEST A DISTANCE OF 134.45 FEET TO A POINT;
THENCE NORTH 67°23'39" WEST A DISTANCE OF 134.96 FEET TO A POINT;
THENCE SOUTH 40°49'48" WEST A DISTANCE OF 126.33 FEET TO A POINT;
THENCE SOUTH 21°53'56" WEST A DISTANCE OF 99.77 FEET TO A POINT;

THENCE SOUTH 81°37'06" WEST A DISTANCE OF 312.89 FEET TO A POINT ON THE WESTERLY LINE OF THE NE/4 OF SECTION 21; THENCE NORTH 0°09'00" WEST ALONG THE WESTERLY LINE, A DISTANCE OF 1175.54 FEET TO A POINT;
THENCE SOUTH 89°47'39" WEST A DISTANCE OF 661.71 FEET TO A POINT;
THENCE NORTH 0°09'58" WEST A DISTANCE OF 659.40 FEET TO A POINT ON THE NORTHERLY LINE OF SECTION 21; THENCE NORTH 89°47'27" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 661.79 FEET TO THE NORTHWEST CORNER OF THE NE/4; THENCE CONTINUING NORTH 89°47'27" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 2415.46 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 4996830.61 SQUARE FEET, OR 114.71 ACRES.

BK 0890 Pg 1 100

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGE AT JARRETT FARM**

BK 1114 PG 3023

KNOW ALL MEN BY THESE PRESENTS:

THAT, the Declaration of Covenants, Conditions and Restrictions for the Village at Jarrett Farm was filed of record in the office of the County Clerk of Washington County, State of Oklahoma, on June 23, 1994, in Book 881 at Page 1554, et seq.

THAT, the undersigned Developer, HERITAGE CONSTRUCTION CORPORATION, an Oklahoma Corporation, and the undersigned owners of Lots within the Addition, as provided in Covenant, Condition and Restriction No. 25. AMENDMENTS, as listed in Book 881, at Page 1567, in the office of the County Clerk of said county and state, being a majority of the Owners of the Lots in said Addition, including those owned by the Developer, do hereby agree as follows.

THAT, the undersigned Owners and Developer desire to amend said Declaration of Covenants, Conditions and Restrictions for the Village at Jarrett Farm for the mutual benefit of all the undersigned, in the manner provided for below.

NOW, THEREFORE, pursuant to the above cited provisions and authority, the undersigned do hereby amend the Declaration in the following particulars:


1. Covenant, Condition and Restriction No. 11. Set-Back Restrictions is amended by the adoption of an additional following paragraph to be denoted as No.11a., providing as follows:

"No. 11 a. Set-Back Restrictions Relative to Lot 17 of said Addition: As to Lot No. 17 of said Addition only, no structure shall be constructed and maintained nearer to the front Lot line than twenty-five (25) feet".

DATED in Washington County, Oklahoma this 3rd day of December, 2012

Executed by the OWNERS of Lots in said Addition, to-wit:

BK1114PG3024


Christine Y. Liu

A circular notary seal for Tana S. Gleue-Ayre, a Notary Public in the State of Oklahoma. The seal features the text "TANA S. GLEUE-AYRE" at the top, "NOTARY" in the center, "PUBLIC" at the bottom, and "STATE OF OKLAHOMA" at the very bottom. The commission number "#09008363" and the expiration date "EXP. 10/15/2013" are also present. The seal is surrounded by a decorative border of small dots.

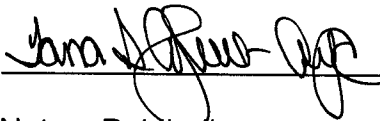
Keena B. Roberts, a single person, owners of Lot Forty-Two (42), Forty-Three (43), Forty-Four (44) and Forty-Five (45) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Keena B. Roberts

State of Oklahoma)
County of Washington) SS.

Before me, the undersigned, a Notary Public in and for said County and State on the 20th day of Oct, 2012, personally appeared, Keena B. Roberts, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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

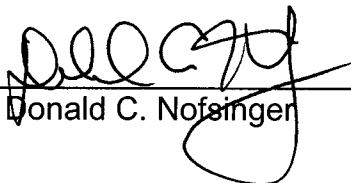

Notary Public #

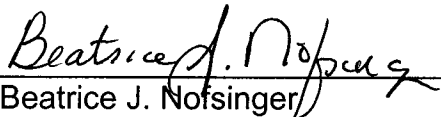
My Commission Expires: 10-5-13



BK1114PG3025

Donald C. Nofsinger and Beatrice J. Nofsinger, husband and wife, owners of The West 430.15 feet of RESERVE "A" of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Donald C. Nofsinger

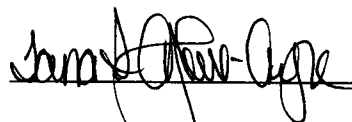

Beatrice J. Nofsinger

BK1114PG3026

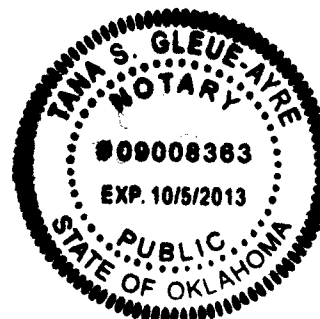
State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 2nd day of Oct., 2012, personally appeared, Donald C. Nofsinger and Beatrice J. Nofsinger, husband and wife, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

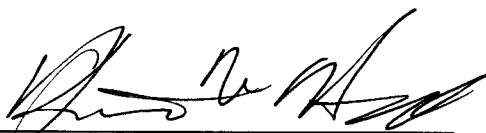
Given under my hand and seal the day and year last above written.


Notary Public #

My Commission Expires: 10-5-13



Kenneth W. Harvell and Cheryl A. Harvell, husband and wife, owners of Lot Fourteen (14) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Kenneth W. Harvell

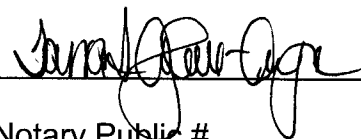

Cheryl A. Harvell

BK1114PG3027

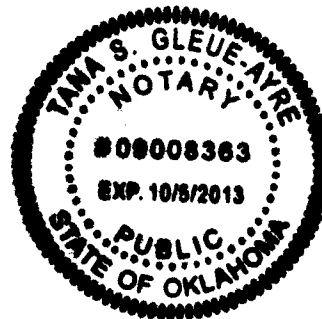
10-21-12
State of Oklahoma)
County of Washington) SS.

Before me, the undersigned, a Notary Public in and for said County and State on the 21st day of Oct., 2012, personally appeared, Kenneth W. Harvell and Cheryl A. Harvell, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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


Notary Public #

My Commission Expires: 10-5-13



Charles Wagner and Michelle Wagner, husband and wife, _____,
owners of Lot Twenty-four (24) of THE VILLAGE AT JARRETT FARM, a
Subdivision annexed to the Town of Ramona, Washington County, State of
Oklahoma, according to the Recorded Plat thereof.

Michelle Wagner
Charles Wagner
Charles Wagner

Michelle Wagner

State of Oklahoma ¹⁰⁻²⁰⁻¹²
~~Washington~~)
County of Washington)SS.

Before me, the undersigned, a Notary Public in and for said County and State
on the 26th day of October, 2012, personally appeared, Charles Wagner and
Michelle Wagner, husband and wife, to me known to be the identical persons
who executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and deed for the
uses and purposes therein set forth.

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

Tana S. Gleue-Ayre

Notary Public #

My Commission Expires: 10-5-13



BK1114PG3028

Dan B. Martin and Barbara R. Martin, husband and wife, owners of Lot Thirty (30) and Lot Thirty-one (31) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Dan B. Martin Barbara R. Martin
Dan B. Martin Barbara R. Martin

BK1114PG3029

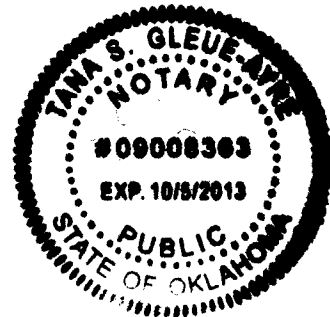
State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 8th day of Oct., 2012, personally appeared, Dan B. Martin and Barbara R. Martin, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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

Tana S. Gleue-Aye
Notary Public #

My Commission Expires: 10-5-13



BK1114PG3030

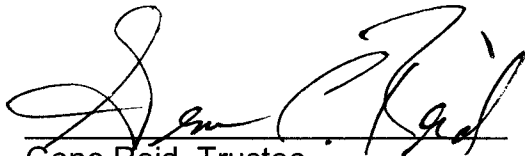
Janet A. Orton
Janet A. Orton

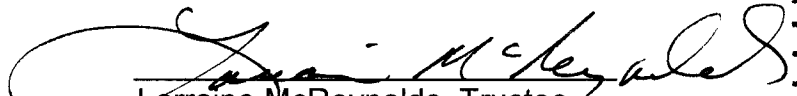
Before me, the undersigned, a Notary Public in and for said County and State on the 6th day of Oct, 2012, personally appeared, James A. Orton and Janet A. Orton, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

Notary Public #

My Commission Expires: 10-5-13

Gene Reid and Lorraine McReynolds, Trustees of the Lorraine Irene McReynolds Trust under declaration of trust dated September 10, 2002, owners of Lot Twenty-seven (27) and Twenty-eight (28) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Gene Reid, Trustee

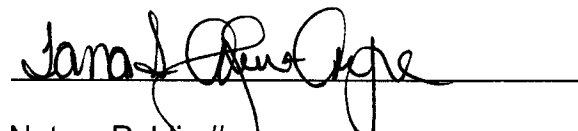

Lorraine McReynolds, Trustee

BK1114PG3031

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 1st day of Oct., 2012, personally appeared, Gene Reid and Lorraine McReynolds, Trustees of the Lorraine Irene McReynolds Trust under declaration of trust dated September 10, 2002, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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


Notary Public #

My Commission Expires: 10-5-13



Angela M. *and Michael P. Nelson , Wife and husband _____, owners
of Lot Twenty Two (22) of THE VILLAGE AT JARRETT FARM, a Subdivision
annexed to the Town of Ramona, Washington County, State of Oklahoma,
according to the Recorded Plat thereof.

*Nelson

Michael Nelson

Angela Nelson

BK1114PG3032

State of Oklahoma)
County of Washington)SS.

Before me, the undersigned, a Notary Public in and for said County and State on the 28th day of Oct, 2012, personally appeared, ~~Charles Wagner and Michelle Wagner~~, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

****Angela M. Nelson and Michael P. Nelson, wife and husband
Given under my hand and seal the day and year last above written.**

James New-Page

Notary Public # 09008363

My Commission Expires: 10-5-13



BK 1114 PG 3033

Jade Finney
Jade Finney

Before me, the undersigned, a Notary Public in and for said County and State on the 10th day of Oct, 2012, personally appeared, Kevin Finney and Jade Finney, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

Notary Public #

Ned E. Elzo and Helen L. Elzo, husband and wife, owners of Lots Sixteen (16) and Lot Seventeen (17) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Ned E. Elzo
Ned E. Elzo

Helen L. Elzo

BK 1114 PG 3034

State of OKLAHOMA)
)SS.
County of WASHINGTON)

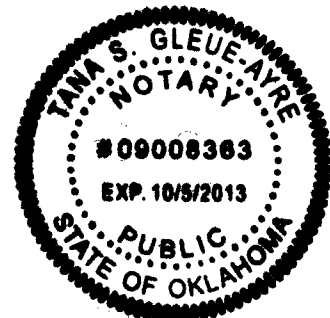
Before me, the undersigned, a Notary Public in and for said County and State on the 10th day of Oct., 2012, personally appeared, Ned E. Elzo and Helen L. Elzo, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Tana S. Gleue-Ayre

Notary Public # 09008363

My Commission Expires: 10-5-13



BK 1114 PG 3035

Phillip David Hoey Jr.

County of Washington

*a single person

Jana A. New Pope
Notary Public #

Notary Public#

A circular notary seal for Tana S. Gleue-Ayre, a Notary Public in the State of Oklahoma. The seal features the text "TANA S. GLEUE-AYRE" at the top, "NOTARY PUBLIC" at the bottom, and "STATE OF OKLAHOMA" at the very bottom. In the center, it displays the commission number "#09008363" and the expiration date "EXP. 10/5/2013". The seal is surrounded by a decorative border of small dots.

JHS 10-7-12
Joan H. Schuette and ~~George F. Schuette, Co-Trustees~~ of The Joan H. Schuette Revocable Trust, Dated May 27, 2004, owners of Lot Nine (9) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Joan H. Schuette
Joan H. Schuette, Trustee

JHS 10-7-12
~~George F. Schuette, Trustee~~

BK 1114 PG 3036

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 7th day of Oct., 2012, personally appeared, Joan H. Schuette and ~~George F. Schuette, Co-Trustees~~ of The Joan H. Schuette Revocable Trust, Dated May 27, 2004, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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

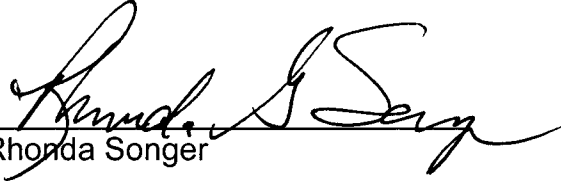


Tana S. Gleue-Ayre
Notary Public #

My Commission Expires: 10-5-13

Steven Songer and Rhonda Songer, husband and wife, owners of Lot Twenty-six (26) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Steven Songer

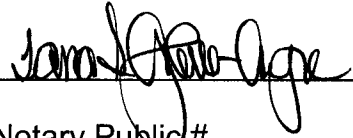

Rhonda Songer

BK1114PG3037

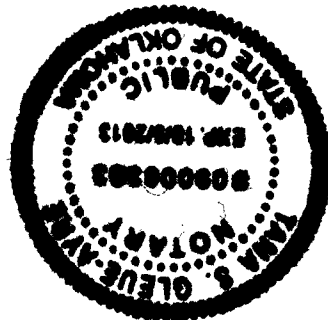
State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 12th day of Oct., 2012, personally appeared, Steven Songer and Rhonda Songer, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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


Notary Public #

My Commission Expires: 10-5-13



Richard L. Durham and Phyllis L. Durham, Trustees of The Richard L. Durham and Phyllis L. Durham Family Trust, Effective September 4, 1992, owners of Lot Thirteen (13) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Richard L. Durham TTE
Richard L. Durham, Trustee

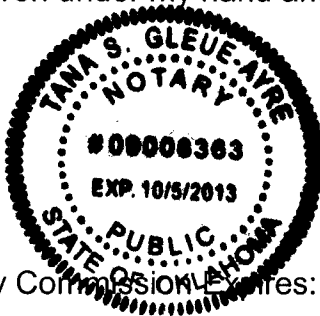
Phyllis L. Durham TTE
Phyllis L. Durham, Trustee

BK1114PG3038

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 6th day of Oct., 2012, personally appeared, Richard L. Durham and Phyllis L. Durham, Trustees of The Richard L. Durham and Phyllis L. Durham Family Trust, Effective September 4, 1992, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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



Tana S. Gleue-Ayre
Notary Public #

My Commission Expires: 10-5-13

Dean Marshall Cook and Joy Lei Cook, Trustees of the Cook Family Trust, u/a/d June 12, 2009, owners of Lot Fifteen (15) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Dean Cook
Dean Marshall Cook, Trustee

Joy Lei Cook
Joy Lei Cook, Trustee

BK 1114 PG 3039

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 6th day of Oct., 2012, personally appeared, Dean Marshall Cook and Joy Lei Cook, Trustees of the Cook Family Trust, u/a/d June 12, 2009, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Tana S. Gleue-Ayre
Notary Public #

My Commission Expires: 10-5-13

BK1114PG3040

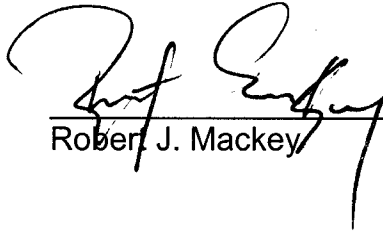
Twillia K. Berwaldt
Twillia Berwaldt

Before me, the undersigned, a Notary Public in and for said County and State on the 7th day of Oct., 2012, personally appeared, John Berwaldt and Twilla Berwaldt, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

Notary Public # _____

A circular notary seal for Tana S. Gleue-Ayre, a Notary Public in the State of Oklahoma. The seal features the text "TANA S. GLEUE-AYRE" at the top, "NOTARY" in the center, and "STATE OF OKLAHOMA" at the bottom. The commission number "#09008363" and the expiration date "EXP. 10/15/2013" are also displayed.

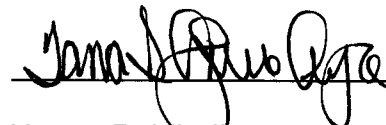
Robert J. Mackey, a single person, owners of Lot Seven (7) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Robert J. Mackey

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 14th day of Oct, 2012, personally appeared, Robert J. Mackey, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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


Notary Public #

My Commission Expires: 10-5-13



BK1114PG3041

Gary D. Allison and Virginia L. Allison, husband and wife, owners of Lot Twenty-nine (29) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Gary D. Allison

Virginia L. Allison
Virginia L. Allison

BK1114PG3042

State of Oklahoma)
County of Washington)SS.

Before me, the undersigned, a Notary Public in and for said County and State on the 14th day of Oct., 2012, personally appeared, Gary D. Allison and Virginia L. Allison, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public # James S. New-Myer

My Commission Expires:



Dave J. Bishop, a single person, owner of Lot Thirty-six (36) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Dave J. Bishop
Dave J. Bishop

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 26th day of Oct., 2012, personally appeared, Dave J. Bishop, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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


Tana S. Gleue-Ayre
Notary Public # 09008363

My Commission Expires: 10-5-13



BK1114PG3043

BK1114PG3044


Amy L. Finney

State of Oklahoma) SS.
County of Washington)

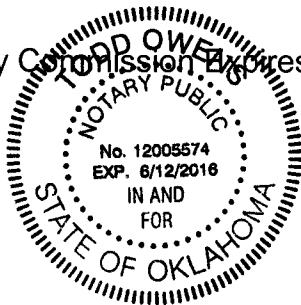
Before me, the undersigned, a Notary Public in and for said County and State on the 30th day of Oct, 2012, personally appeared, Jeffrey W. Finney and Amy L. Finney, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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

Josh Evans


Notary Public #

My Commission Expires: 6-12-2016



Stephen S. Calvert and Jeannette R. Calvert, husband and wife, owners of Lot Forty-nine (49) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.


Stephen S. Calvert


Jeannette R. Calvert

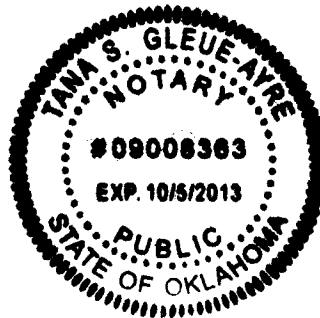
State of Oklahoma)
County of Washington) SS.

Before me, the undersigned, a Notary Public in and for said County and State on the 30th day of Oct, 2012, personally appeared, Stephen S. Calvert and Jeannette R. Calvert, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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

Notary Public # 09008363

My Commission Expires: 10-5-13



BK1114PG3045

Jesse D. Fields and Ida V. Fields, Husband and wife owners of Lot Twelve (12) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Jesse D. Fields
Jesse D. Fields

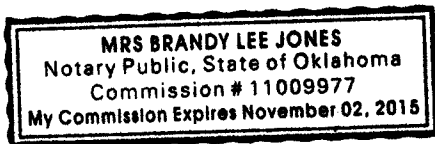
Ida V. Fields
Ida V. Fields

BK 1114 PG 3046

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 5 day of 9, 2012, personally appeared, Jesse D. Fields and Ida V. Fields, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Mrs. Brandy Lee Jones
Notary Public # 11009977

My Commission Expires: November 02, 2015

L D Enterprises, owner of The surface only of Reserve "B", THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, said Reserve being more particularly described as follows:

BEGINNING at the most southerly Southwest corner of said addition; thence North 0°09'00" West along the Westerly boundary of said addition, for a distance of 567.95 feet to a point; thence N89°56'55" East for a distance of 346.66 feet to a point; thence South 44°45'44" East for a distance of 184.51 feet to a point; thence southwesterly along a 175.00 foot radius curve to the right having an initial tangent bearing of South 24°22'02" West, a central angle of 31°54'29", for an arc distance of 97.46 feet to a point of reverse curvature; thence southwesterly along a 325.00 foot radius curve to the left having a central angle of 25°23'13", for an arc distance of 144.00 feet to a point of reverse curvature; thence southwesterly and westerly along a 20.00 foot radius curve to the right having a central angle of 77°44'39", for an arc distance of 27.14 feet to a point of reverse curvature; thence southwesterly and southeasterly along a 60.00 foot radius curve to the left having a central angle of 198°50'05", for an arc distance of 208.22 feet to a point; thence South 0°12'09" East a distance of 94.80 feet to a point on the southerly boundary of said addition; thence South 81°37'06" West along said southerly boundary, for a distance of 275.15 feet to the point of beginning, according to the Recorded Plat thereof.

L D Enterprises

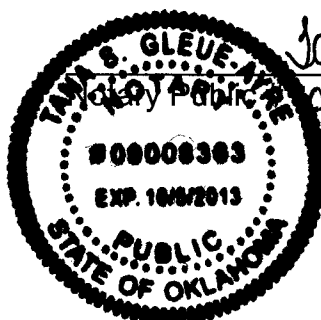
By: Marvin K. Luke, President-
PARTNER 10-27-12

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 20th day of Oct, 2012, personally appeared Marvin K. Luke, to me known to be the identical person who subscribed the name of L D Enterprises within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 10-5-13



Tanya S. Gleue
09008363

Michael C. Evans, a single person, owner of Lot Thirty-eight (38) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

Michael C. Evans

Michael C. Evans

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 2nd day of Nov, 2012, personally appeared, Michael C. Evans, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of said trust.

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

Tana S. Gleue-Aire
Notary Public # 09008363

My Commission Expires: 10-5-13



BK1114PG3048

BK1114PG3049

George L. Sallee Jr., President of Heritage Construction Corporation,
owner of Lots One (1) through Six (6), Eight (8), Ten (10), ~~Nineteen (19) through~~
~~Twenty-one (21);~~ Thirty-two (32) and Thirty-three (33), Thirty-seven (37), Thirty-
nine (39) through Forty-one (41), Forty-six (46) through Forty-eight (48), and
Fifty-one (51) through Fifty-two (52) of THE VILLAGE AT JARRETT FARM
AMENDED, a Subdivision annexed to the Town of Ramona, Washington
County, State of Oklahoma, according to the Recorded Plat thereof.

George L. Sallee Jr.
, President

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State
on the 2nd day of Oct. Nov., 2012, personally appeared,
George L. Sallee, Jr. ~~Nov 11-2012~~, President of Heritage Construction
Corporation to me known to be the identical persons who executed the within
and foregoing instrument and acknowledged to me that they executed the same
as their free and voluntary act and deed for the uses and purposes therein set
forth.

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

Tana S. Gleue-Ayre

Notary Public # 09008363

My Commission Expires: 10-5-13



Todd Rhoades, a single person and Jerry W. Rhoades and Dixie C. Rhoades, husband and wife, owners of The South 255 feet, less the West 430.15 feet of Reserve A of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

AND

The North 251.34 feet LESS The West 430.15 feet of Reserve A of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.

AND

A Track of Land that is a part "The Village at Jarrett Farms", an Addition to the Town of Ramona, Washington County, State of Oklahoma, more particularly described as follow, to wit:

Beginning at a point on the North line of Reserve "A", point being 430.15 feet East of the Northwest corner thereof; thence North $00^{\circ}12'09''$ West a distance of 5.56 feet to a point; thence North $89^{\circ}47'27''$ East a distance of 642.85 feet to a point; thence South $55^{\circ}46'17''$ East a distance of 98.19 feet to a point; thence South $34^{\circ}13'43''$ West a distance 45.86 feet to a point of curvature; thence along a 225.00 foot radius curve to the left for a distance of 118.90 feet, a chord bearing South $19^{\circ}06'08''$ West and a chord distance of 117.43 feet to a point of tangency; thence South $03^{\circ}58'34''$ West a distance of 52.95 feet to a point; thence South $89^{\circ}47'51''$ West a distance of 25.44 feet to a point on the Easterly line of Reserve "A"; thence North $00^{\circ}04'00''$ West along the Easterly line of said Reserve 'A' a distance of 39.88 feet to a point of curvature; thence along a 225.00 foot radius curve to the right for a distance of 176.18 feet, a chord bearing of North $22^{\circ}21'56''$ East a chord distance of 171.72 feet to a point; thence North $45^{\circ}12'09''$ West a distance of 74.81 feet to a point on the Northerly line of said Reserve 'A'; thence South $89^{\circ}47'51''$ West along the Northerly line of said Reserve 'A' for a distance of 642.89 feet to the Point of Beginning.

Todd Rhoades
Todd Rhoades

Jerry W. Rhoades
Jerry W. Rhoades

Dixie C. Rhoades
Dixie C. Rhoades

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 31st day of Oct., 2012, personally appeared, Todd Rhoades, a single person and Jerry W. Rhoades and Dixie C. Rhoades, husband and wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

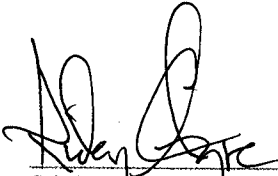
Given under my hand and seal the day and year last above written.

Jana S. Glee-Ayre
Notary Public # 09008363

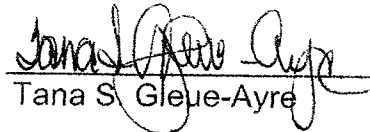
My Commission Expires: 10-5-13



Ricky C. Ayre and Tana S. Gleue-Ayre, husband and wife, owners of Lot Twenty-five (25) of THE VILLAGE AT JARRETT FARM, a Subdivision annexed to the Town of Ramona, Washington County, State of Oklahoma, according to the Recorded Plat thereof.



Ricky C. Ayre



Tana S. Gleue-Ayre

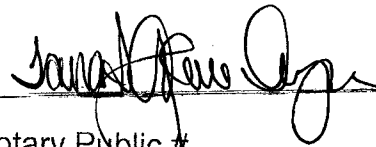
BK 1114 PG 3052

State of Oklahoma)
)SS.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State on the 1st day of Dec, 2012, personally appeared, Ricky C. Ayre and Tana S. Gleue-Ayre, husband and wife, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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





Notary Public #

My Commission Expires: 10-6-13

I-2012-010718 12/04/2012 9:17 am
Book 1114 Page(s) 3023-3053
Fee: \$ 73.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

tg



BK1114PG3053

14.

SECOND AMENDMENT TO
OWNER'S CERTIFICATE, DEDICATION AND
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGE AT JARRETT FARM

I-2013-001656 02/25/2013 12:32 pm
Book 1116 Page(s) 3756-3769
Fee: \$ 39.00 Doc: \$ 0.00
Marjorie Parrish - Washington County
State of Oklahoma

Bo Deal



KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, recorded in the Office of the County Clerk of Washington County, Oklahoma a dedication and declaration of covenants, conditions and restrictions for the Village at Jarrett Farm in Book 881, commencing at page 1554, pursuant to which the developer imposed upon the real estate platted as 'The Village at Jarrett Farm' (the 'Addition') as described in Exhibit 'A', certain restrictive covenants; and

WHEREAS, as of the date of recording hereof, forty-nine (49) lots within the addition have been sold to third-parties and in accordance with the provisions of paragraph 25 of the Certificate, it is provided that the provisions of the Certificate may be amended by an instrument executed by the owners of a majority of the lots in the addition, and it is the desire of the undersigned present record owners of the lots within the addition to amend the Certificate.

NOW, THEREFORE, in consideration of the terms, conditions and provisions hereof and the mutual benefits flowing there from to all parties to this instrument, it is agreed that paragraphs 10, 16 and 23, respectively, of the Certificate are and shall be amended to read as follows:

Section #10 - Dwelling Specifications. No Dwelling or other Structure shall exceed two (2) stories in height. All Dwellings, excluding the residential Structures constructed on the Carriage Home Lots and of Reserve Tract A, shall have living space of not less than 2,600 square feet. Two (2) story Dwellings, including split level Dwellings but excluding residential Structures constructed on the Carriage Home Lots or on Reserve Tract A, shall have a minimum of 1,800 square feet of living space on the lower level with living space being defined as the habitable living area within the Dwelling exclusive of garages and porches. Exposed exterior wall areas of the first floor of all Dwellings exclusive of doors, windows and gables shall be at least fifty percent (50%) masonry, however, exceptions to this masonry requirement may be approved by the Architectural Committee. Masonry material shall be of a quality and an appearance equal or superior to standard clay or shale common brick, quarried stone or manufactured stone (concrete blocks not acceptable). Roof material shall be wood, slate, tile, heavy composition shingles or simulated metal shingles. Composition shingles shall be either simulated shake composition shingles of asphalt or fiberglass material, 300# or more per square. Standard composition shingles, galvanized metal or corrugated shall not be used. No exterior radio or television antennae/tower shall be erected or maintained.

Section #16 - Signage. No sign of any kind shall be displayed on any lot or on any of the Common Areas except (i) a sign or post office delivery box showing the street address and name of the occupant of the Dwelling which shall be approved by the Architectural Committee, (ii) a sign no larger than two feet by three feet advertising the sale or rental of an improved or unimproved lot, and (iii) a common sign, erected and maintained by the Board of Directors of the Association, advertising the availability of homes and lots in the Addition.

BK 1116 PG 3756

Section #23 - Driveways. Driveways and parking areas are to be constructed of asphalt, concrete or driveway pavers. Approval by the Architectural Committee is required. No front street curbs or gutters are permitted.

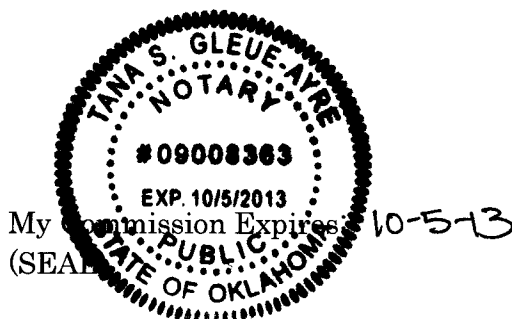
Except as hereinabove amended and as amended by the First Amendment, all other terms, conditions and provisions of the Certificate shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the respective dates set forth in the acknowledgements of their signatures as hereinafter set forth.

By: Twilla K. Berwaldt
Twilla K. Berwaldt, President
The Village at Jarrett Farm,
Homeowners' Association Board

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 12 day of DEC, 2012, Personally appeared TWILLA K. BERWALDT to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.



Tana S. Gleue-Ayre
Notary Public

P.O. Box 45
Ramona, OK 74061


BK1116PG3757

Owner(s) of Lot(s) 1, 2, 3, 4, 5, 6, 8, 10, 32, 33, 37, 39, 40, 41, 46, 47, 48, 51 & 52
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT 11th DAY OF DEC., 2012.

HERITAGE CONSTRUCTION CORP.
BY: [Signature]
TITLE: Pres.

State of Oklahoma)
) ss.
County of Washington)

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of DEC., 2012, Personally appeared George L. Sallie, Jr. to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.


My Commission Expires 10-5-13
(SEAL)

[Signature]
Notary Public

Owner(s) of Lot(s) 7
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT _____ DAY OF _____, 2012.

ROBERT MACKEY

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared ROBERT MACKEY to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

BK1116PG3758

Owner(s) of Lot(s) 9
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT _____ DAY OF _____, 2012.

JOAN H. SCHUETTE, TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on
this _____ day of _____, 2012, Personally appeared JOAN H. SCHUETTE, TRUST to
me known to be the identical person(s) who executed the within and foregoing instrument,
and acknowledge to me that he/she/they executed the same as his/her/their free and
voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

Owner(s) of Lot(s) 11
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT _____ DAY OF _____, 2012.

KEVIN & JADE FINNEY

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on
this _____ day of _____, 2012, Personally appeared KEVIN & JADE FINNEY to me
known to be the identical person(s) who executed the within and foregoing instrument, and
acknowledge to me that he/she/they executed the same as his/her/their free and voluntary
act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

BK 1116 PG 3759

Owner(s) of Lot(s) 12
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT _____ DAY OF _____, 2012.

JESSE D. & IDA V. FIELDS

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on
this _____ day of _____, 2012, Personally appeared JESSE D. & IDA V. FIELDS to
me known to be the identical person(s) who executed the within and foregoing instrument,
and acknowledge to me that he/she/they executed the same as his/her/their free and
voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

Owner(s) of Lot(s) 13
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT _____ DAY OF _____, 2012.

RICHARD L. & PHYLIS L. DURHAM,
FAMILY TRUST & TRUSTEES

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on
this _____ day of _____, 2012, Personally appeared RICHARD L. & PHYLIS L.
DURHAM, FAMILY TRUST & TRUSTEES to me known to be the identical person(s) who
executed the within and foregoing instrument, and acknowledge to me that he/she/they
executed the same as his/her/their free and voluntary act and deed for the uses and
purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

BK1116P63760

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT _____ DAY OF _____, 2012.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared KENNETH W. & CHERYL A. HARVELL to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
(SEAL)

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT 12 DAY OF Dec, 2012.

Dan Cook
Joy Cook

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of DEC, 2012, Personally appeared DEAN & JOY COOK to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Sandra Renee Gray
Notary Public



10-5-13

Owner(s) of Lot(s) 16 & 17

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT 1st DAY OF Dec., 2012.

NED E. & HELEN L. ELZO

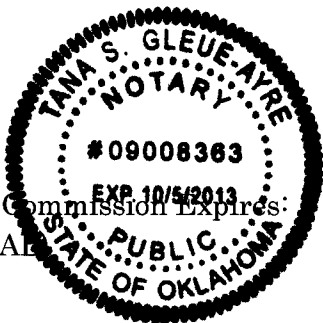
Ned E. Elzo
Helen L. Elzo

STATE OF OKLAHOMA)

) ss.

COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of Dec., 2012, Personally appeared NED E. & HELEN L. ELZO to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.



My Commission Expires: 10-5-13
(SEAL)

Tana S. Gleue-Ayre
Notary Public

Owner(s) of Lot(s) 18

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT 1st DAY OF Dec., 2012.

PHILIP DAVID HOEY JR.

Philip David Hoey Jr.

STATE OF OKLAHOMA)

) ss.

COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of Dec., 2012, Personally appeared PHILIP DAVID HOEY JR. to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.



My Commission Expires: 10-5-13
(SEAL)

Tana S. Gleue-Ayre
Notary Public

BK1116PG3762

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT _____ DAY OF _____, 2012.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared MICHAEL P. & ANGELA M. NELSON to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

BK111663763

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT 1st DAY OF DEC, 2012.

JOHN & TWILLA BERWALDT

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of DEC, 2012, Personally appeared JOHN & TWILLA BERWALDT to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 10-5-13
(SEAL)

Owner(s) of Lot(s) 24

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT _____ DAY OF _____, 2012.

DAVID GIBSON, INC.
MELVIN DAVID GIBSON, PRESIDENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared MELVIN DAVID GIBSON, PRESIDENT to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.


Notary Public


My Commission Expires:
(SEAL)

Owner(s) of Lot(s) 25

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT 1st DAY OF DEC., 2012.

RICKY C. AYRE & TANA S. GLEUE-AYRE



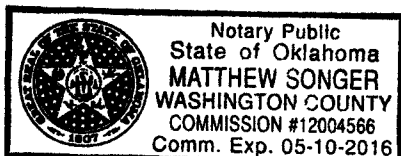


STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of December, 2012, Personally appeared RICKY C. AYRE & TANA S. GLEUE-AYRE to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.


Notary Public

My Commission Expires: 05-10-2016
(SEAL)



BK 1116PG3764

Owner(s) of Lot(s) 26

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT 1st DAY OF DEC., 2012.

STEVEN R. & RHONDA G. SONGER

[Signature]
[Signature]

STATE OF OKLAHOMA)

) ss.

COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of DEC., 2012, Personally appeared STEVEN R. & RHONDA G. SONGER to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.



My Commission Expires
(SEAL)

10-5-13

[Signature]
Notary Public

BK1116PG3765

Owner(s) of Lot(s) 27 & 28

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT 1st DAY OF DEC., 2012.

GENE C. REID TRUST

LORAIN E IRENE McREYNOLDS TRUST

[Signature]
[Signature]

STATE OF OKLAHOMA)

) ss.

COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of DEC., 2012, Personally appeared GENE C. REID TRUST & LORAIN E IRENE McREYNOLDS TRUST to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.



My Commission Expires
(SEAL)

10-5-13

[Signature]
Notary Public

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT _____ DAY OF _____, 2012.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared GARY G. & VIRGINIA L. ALLISON to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

BK 1116 PG 3766

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT _____ DAY OF _____, 2012.

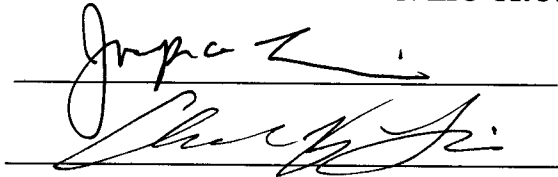
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared DAN B. & BARBARA R. MARTIN to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Page 11 of 14

Owner(s) of Lot(s) 35

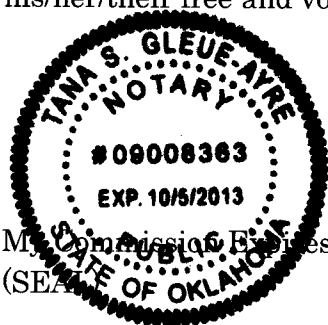
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT 1st DAY OF DEC., 2012.

JOSEPH C. & CHRISTINE Y. LIU TRUST

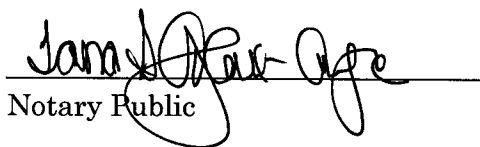


STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of DEC, 2012, Personally appeared JOSEPH C. & CHRISTINE Y. LIU, TRUST to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.



My Commission Expires: 10-5-13
(SEAL)


Notary Public

BK1116PG3767

Owner(s) of Lot(s) 36

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT _____ DAY OF _____, 2012.

DAVE J. BISHOP

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared DAVID J. BISHOP to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

Owner(s) of Lot(s) 38
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT _____ DAY OF _____, 2012.

MICHAEL C. EVANS

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on
this _____ day of _____, 2012, Personally appeared MICHAEL C. EVANS to me
known to be the identical person(s) who executed the within and foregoing instrument, and
acknowledge to me that he/she/they executed the same as his/her/their free and voluntary
act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

Owner(s) of Lot(s) 42, 43, 44 & 45
IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS
INSTRUMENT _____ DAY OF _____, 2012.

KEENA B. ROBERTS

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, on
this _____ day of _____, 2012, Personally appeared KENNA B. ROBERTS to me
known to be the identical person(s) who executed the within and foregoing instrument, and
acknowledge to me that he/she/they executed the same as his/her/their free and voluntary
act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

BK1116PG3768

Owner(s) of Lot(s) 49

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT _____ DAY OF _____, 2012.

STEPHEN S. & JEANNETTE R. CALVERT

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2012, Personally appeared STEPHEN S. & JENNETTE R. CALVERT to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My Commission Expires:
(SEAL)

Owner(s) of Lot(s) 50

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS INSTRUMENT 17th DAY OF DEC., 2012.

JAMES A. & JANET A. ORTON

James A. Orton
Janet A. Orton

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of DEC., 2012, Personally appeared JAMES A & JANET A. ORTON to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

Janet A. Orton
Notary Public

My Commission Expires: 10-5-13
(SEAL)





**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VILLAGE AT JARRETT FARM AMENDED PLAT**

KNOW ALL MEN BY THESE PRESENTS:

That the Owner's Certificate, Dedication and Declaration of Covenants, Conditions and Restrictions for The Village at Jarrett Farm were recorded in the Office of the County Clerk of Washington County, Oklahoma on June 23, 1994 in Book 881, Page 1554; and the First Amendment thereto was recorded on November 21, 1995 in Book 890, Page 1697; and was subsequently amended by an Amendment recorded on December 4, 2012 in Book 1114, Page 3023; and was subsequently amended by an Amendment recorded on February 25, 2013 in Book 1116, Page 3756; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions provide that the terms thereof may be amended by the owner of the majority of the lots within the Addition; and

WHEREAS, the undersigned Owners of the majority of the lots within The Village at Jarrett Farm, now amended, for their mutual benefit hereby amend the Declaration of Covenants, Conditions and Restrictions relating to said subdivision in the following manner:

NOW THEREFORE, pursuant to the above authority, the undersigned do hereby amend the Declaration of Covenants, Conditions and Restrictions as follows:

1. Section 1, Paragraph (c.) is hereby deleted in its entirety.
2. Section 1, Paragraph (e.) is hereby amended to provide as follows:
 - e. Dwelling. A single family residential structure conforming to the restrictions herein set forth.
3. Section 1, Paragraph (f.) is hereby amended to provide as follows:
 - f. Lot. Each platted and separately number lot in the Addition comprising forty-nine (49) in number as reflected by the recorded Plat thereof specifically excluding reserve tracts.
4. Section 3 "Carriage Home Lots" is hereby deleted in its entirety.
5. Section 4 is hereby amended to provide as follows:
 4. Reserve Tracts. Reserve Tract A located in the Northeast corner of the Addition shall not be subject to any of the restrictions and conditions herein contained regarding the

BK 1143 PG 3084

nature of, approval of or type of Structures which may be constructed thereon, provided that, however, any portions of the Reserve Tract A which include or upon which there are situated any Common Areas shall be subject to the restrictions and conditions herein set forth. Developer states that Reserve Tract A is intended to be used for light commercial development (retail shops, restaurant and similar type businesses) although portions thereof may be used for Dwellings. Reserve Tract B is ultimately intended by the Developer to be platted and subdivided into Lots 19, 20 and 21 of the Addition and the Developer reserves the right to file a supplemental plat in regard to Reserve Tract B in which event said property shall be subjected to all of the covenants, restrictions and conditions herein set forth applicable to Lots in the Addition. Until such time as Reserve Tract B is platted into Lots, same shall not be subject to either general or special assessments by the Association.

6. Section 5 is hereby amended to provide as follows:
 5. Building Site. The building site for a dwelling may be one lot or more than one lot, but in no event less than one lot.
7. Section 6 is hereby amended to provide as follows:
 6. Structures. No structures shall be erected, placed or permitted to remain on any lot other than one (1) dwelling and the structures appurtenant thereto provided that, however, all structures shall be in harmony with the architecture and décor of the Addition and shall be subject to the provisions of Paragraph 8 hereof. No metal storage buildings are permitted on any lot other than movable storage buildings temporarily located thereon in conjunction with the construction of a structure thereon. No structure shall be moved into the Addition.
8. Section 7 is hereby amended to provide as follows:
 7. Garages. All dwellings shall have attached, enclosed garages suitable for accommodating a minimum of two (2) standard size automobiles. Automobile repair work shall be performed inside the garage. Parking of vehicles on the yard or lawn of a lot is prohibited. Carports are not permitted.
9. Section 9 is hereby amended to provide as follows:
 9. The Association. The developer hereby declares that the property within the Addition (including Reserve Tract B once platted into lots, but specifically excluding Reserve Tract A except (i) as to any common areas situated thereon) is submitted by this instrument to the provisions of 60 O.S. §851, et seq. for the purpose of establishment of the association by and in accordance with the provisions of the articles and in accordance with the following provisions: (Subparagraphs a. through i. are not amended by this document.)

10. Section 10 is hereby amended to provide as follows:

10. Dwelling Specifications. No Dwelling or other Structure shall exceed two (2) storied in height. All Dwellings shall have living space of not less than 2,600 square feet. Two (2) story Dwellings, including split level Dwellings, shall have a minimum of 1,800 square feet of living space on the lower level with living space being defined as the habitable living area within the Dwelling exclusive of garages and porches. Exposed exterior wall areas on the first floor of all Dwellings exclusive of doors, windows and gables shall be at least fifty percent (50%) masonry, however, exceptions to this masonry requirement may be approved by the Architectural committee. Masonry material shall be of a quality and an appearance equal or superior to standard clay or shale common brick, quarried stone or manufactured stone (concrete blocks not acceptable). Roof material shall be wood, slate, tile, heavy composition shingles or simulated metal shingles. Composition shingles shall be either simulated shake composition shingles of asphalt or fiberglass material, 300# or more per square. Standard composition shingles, galvanized metal or corrugated shall not be used. No exterior radio or television antennae/tower shall be erected or maintained.

DATED this 25th day of February, 2016.

Return To:
416 E. 5th St
Bartholomew, OK 74003

BK 1143 PG 3086

HERITAGE CONSTRUCTION CORP.

BY:

[Signature]
PRESIDENT

STATE OF OKLAHOMA)

)SS:

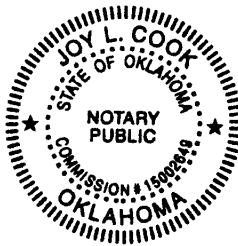
Washington COUNTY)

The foregoing instrument was acknowledged before me this 25 day of February 2016, by GEORGE L. SALLER III - President of Heritage Construction Corp.

(SEAL)

[Signature]
NOTARY PUBLIC

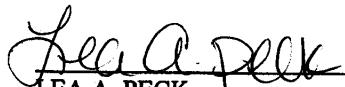
Ownership: Lots 1, 2, 3, 4, 5, 8, 10, 19, 20, 21, 37, 39, 40, 41, 46, 47, 48, 51, and 52.



exp. 17, 2019

BK 1143PG3087


DUSTIN PECK

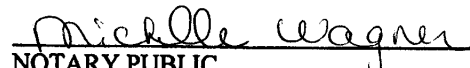

LEA A. PECK

BK 1143PG3088

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 28th day of June, 2015, by Dustin Peck and Lea A. Peck, husband and wife.

(SEAL) 
MICHELLE WAGNER
Notary Public - State of Oklahoma
Washington County
Commission # 15002180
My Commission Expires March 04, 2019


NOTARY PUBLIC

Ownership: Lot 6

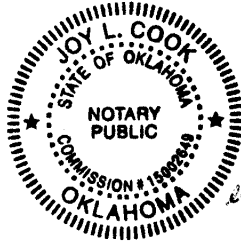
Robert J. Mackey
ROBERT J. MACKEY

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 19th day of July, 2015, by Robert J. Mackey, a single person.

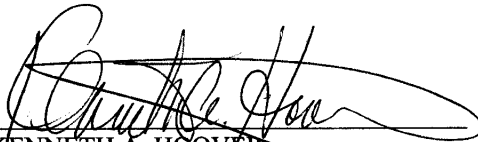
(SEAL)

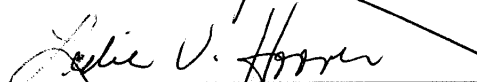
Ownership: Lot 7



Joy L. Cook
NOTARY PUBLIC

BK1143PG3089


KENNETH A. HOOVER


LESLIE V. HOOVER

BK 1143PG3090

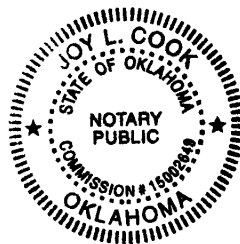
STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Kenneth A. Hoover and Leslie V. Hoover, husband and wife.

(SEAL)


NOTARY PUBLIC

Ownership: Lot 9



expired
March 17, 2019

RICHARD L. DUNHAM AND PHYLLIS L.
DUNHAM FAMILY TRUST EFFECTIVE
SEPTEMBER 4, 1992

BY: Richard L. Dunham
RICHARD L. DUNHAM, Trustee

BY: Phyllis L. Dunham
PHYLLIS L. DUNHAM, Trustee

STATE OF OKLAHOMA)
)SS:

Washington COUNTY)

The foregoing instrument was acknowledged before me this 13th day of
June, 2015, by Richard L. Dunham and Phyllis L. Dunham, Trustees of the Richard
L. Dunham and Phyllis L. Dunham Family Trust Effective September 4, 1992.

(SEAL)



Michelle Wagner
NOTARY PUBLIC

Ownership: Lot 13

BK 1143PG3091

Craig A. Hacker
CRAIG A. HACKER

BK1143PG3092

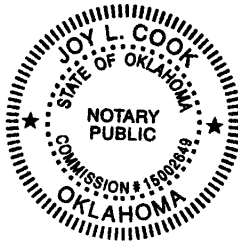
STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

Ann M. Hacker
ANN M. HACKER

The foregoing instrument was acknowledged before me this 6 day of Feb., 2016, by Craig A. Hacker and Ann M. Hacker, husband and wife.

(SEAL)

Ownership: Lot 14



Joy L. Cook
NOTARY PUBLIC

expired
March 17, 2019

Dean M. Cook
DEAN M. COOK

Joy L. Cook
JOY L. COOK

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Dean M. Cook and Joy L. Cook, husband and wife.

MICHELLE WAGNER
(Notary Public - State of Oklahoma)
Washington County
Commission # 15002180
My Commission Expires March 04, 2019
Ownership: Lots 15 and 16

Michelle Wagner
NOTARY PUBLIC

BK1143PG3093

THE MIKE AND MARY THOMAS TRUST
DATED SEPTEMBER 23, 2013

BY: W. Michael Thomas
W. MICHAEL THOMAS, Trustee

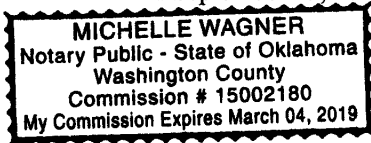
BY: Mary Thomas
MARY THOMAS, Trustee

BK 1143PG3094

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 21st day of June, 2015, by W. Michael Thomas and Mary Thomas, Trustees of the Mike and Mary Thomas Trust dated September 23, 2013.

(SEAL)



Michelle Wagner
NOTARY PUBLIC

Ownership: Lot 17

DAVID HOEY REVOCABLE TRUST
DATED MARCH 30, 2015

BY: _____

DAVID HOEY, Trustee

BK1143PG3095

STATE OF OKLAHOMA)
)SS:

Washington COUNTY)

The foregoing instrument was acknowledged before me this 21st day of
June, 2015, by David Hoey, Trustee of the David Hoey Revocable Trust dated March
30, 2015.

(SEAL)



Michelle Wagner
NOTARY PUBLIC

Ownership: Lot 18

Michael P. Nelson
MICHAEL NELSON

Angela M. Nelson
ANGELA NELSON

BK 1143 PG 3096

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

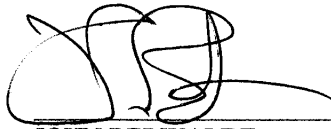
The foregoing instrument was acknowledged before me this 28th day of
June, 2015, by Michael Nelson and Angela Nelson, husband and wife.

(SEAL)

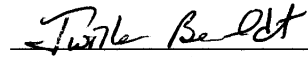


Michelle Wagner
NOTARY PUBLIC

Ownership: Lot 22



JOHN BERWALDT



TWILLA BERWALDT

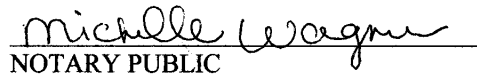
BK1143PG3097

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 12th day of June, 2015, by John Berwaldt and Twilla Berwaldt, husband and wife.

(SEAL)




NOTARY PUBLIC

Ownership: Lot 23

Charles W. Wagner
CHARLES W. WAGNER

Michelle Wagner
MICHELLE WAGNER

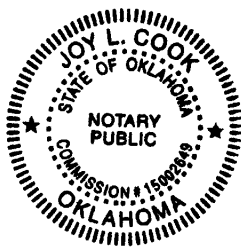
BK1143PG3098

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)


The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Charles W. Wagner and Michelle Wagner, husband and wife.

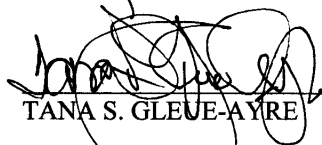
(SEAL)

Ownership: Lot 24



Joy L. Cook
NOTARY PUBLIC


RICKY C. AYRE


TANA S. GLEUE-AYRE

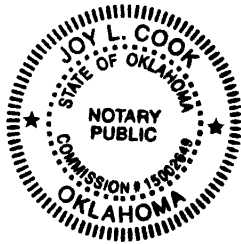
BK 1143PG3099


STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 6th day of June, 2015, by Ricky C. Ayre and Tana S. Gleue-Ayre, husband and wife.

(SEAL)

Ownership: Lot 25




NOTARY PUBLIC

expired
March 19, 2019

Steven Songer
STEVEN SONGER

Rhonda Songer
RHONDA SONGER

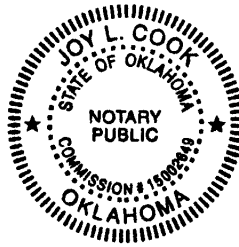
BK1143PG3100

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 24 day of
June, 2015, by Steven Songer and Rhonda Songer, husband and wife.

(SEAL)

Ownership: Lot 26



Jay L. Cook
NOTARY PUBLIC

expired
March 17, 2019

GENE C. REID TRUST DATED
SEPTEMBER 10, 2002

BY: *Gene C. Reid*

GENE C. REID, Trustee

LORAIN E IRENE McREYNOLDS TRUST
DATED SEPTEMBER 10, 2002

BY: *Loraine Irene McReynolds*

LORAIN E IRENE McREYNOLDS, Trustee

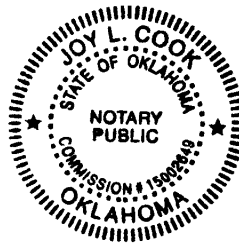
STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 6th day of June, 2015, by Gene C. Reid, Trustee of the Gene C. Reid Trust dated September 10, 2002, and Loraine Irene McReynolds, Trustee of the Loraine Irene McReynolds Trust dated September 10, 2002.

(SEAL)

Joy L. Cook
NOTARY PUBLIC

Ownership: Lots 27 and 28



expired
March 17, 2019

BK1143PG3101

Gary D. Allison
GARY D. ALLISON

Virginia L. Allison
VIRGINIA L. ALLISON

BK1143PG3102

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 24th day of June 2015 by Gary D. Allison and Virginia L. Allison, husband and wife.

(SEAL)



Michelle Wagner
NOTARY PUBLIC

Ownership: Lot 29

Dan D Martin
DAN D. MARTIN

Barbara R. Martin
BARBARA R. MARTIN

BK 1143963103

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by Dan D. Martin and Barbara R. Martin, husband and wife.

(SEAL)



Michelle Wagner
NOTARY PUBLIC

Ownership: Lots 30 and 31



BRETT SHANAN WILLISTON



STACEY LEE WILLISTON

BK 1143PG3104

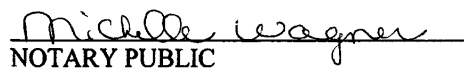
STATE OF OKLAHOMA)
)SS:

Washington COUNTY)

The foregoing instrument was acknowledged before me this 21st day of
June, 2015, by Brett Shanan Williston and Stacey Lee Williston, husband and wife.

(SEAL)

MICHELLE WAGNER
Notary Public - State of Oklahoma
Washington County
Commission # 15002180
My Commission Expires March 04, 2019


NOTARY PUBLIC

Ownership: Lot 32

Mark L. Smith
MARK L. SMITH

Rozann M. Smith
ROZANN M. SMITH

BK1143PG3105

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by Mark L. Smith and Rozann M. Smith, husband and wife.

(SEAL)  MICHELLE WAGNER
Notary Public - State of Oklahoma
Washington County
Commission # 15002180
My Commission Expires March 04, 2019

Michelle Wagner
NOTARY PUBLIC

Ownership: Lot 33

Randy C. Armistead
RANDY C. ARMISTEAD

Bridget A. Armistead
BRIDGET A. ARMISTEAD

BK1143PG3106

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 28th day of
June, 2015, by Randy C. Armistead and Bridget A. Armistead, husband and wife.

(SEAL)

MICHELLE WAGNER
Notary Public - State of Oklahoma
Washington County
Commission # 15002180
My Commission Expires March 04, 2019

Michelle Wagner
NOTARY PUBLIC

Ownership: Lot 34

[Handwritten signature]

JOSEPH C. LIU AND CHRISTINE Y. LIU
REVOCABLE FAMILY TRUST DATED
NOVEMBER 26, 1997

BK1143PG3107

BY: *Joseph C. Liu*
JOSEPH C. LIU, Trustee

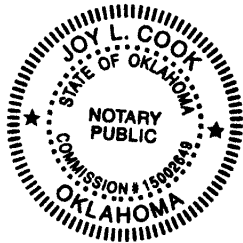
BY: *Christine Y. Liu*
CHRISTINE Y. LIU, Trustee

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 7th day of June, 2015, by Joseph C. Liu and Christine Y. Liu, Trustees of the Joseph C. Liu and Christine Y. Liu Revocable Family Trust dated November 26, 1997.

(SEAL)

Ownership: Lot 35



Joy L. Cook
NOTARY PUBLIC

expired
March 17, 2019

David J Bishop
DAVID J. BISHOP

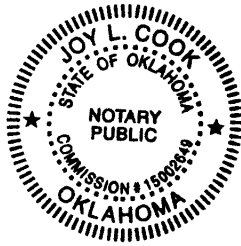
BK1143PG3108

STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 11th day of
June, 2015, by David J. Bishop, a single person.

(SEAL)

Ownership: Lot 36



Joy L Cook
NOTARY PUBLIC

Michael C Evans
MICHAEL C. EVANS

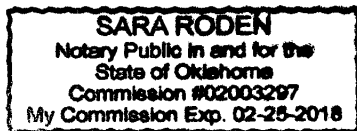
STATE OF OKLAHOMA)
)SS:
Tulsa COUNTY)

The foregoing instrument was acknowledged before me this 20th day of July, 2015, by Michael C. Evans, a single person.

(SEAL)

Sara Roden
NOTARY PUBLIC

Ownership: Lot 38



BK1143PG3109


TONY E. TANGUMA


AMBER L. TANGUMA

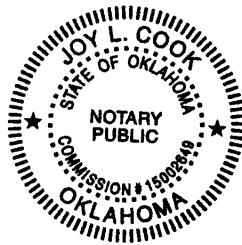
STATE OF OKLAHOMA)
)SS:
Washington COUNTY)

The foregoing instrument was acknowledged before me this 6 day of Feb.,
2016 by Tony E. Tanguma and Amber L. Tanguma, husband and wife.

(SEAL)


NOTARY PUBLIC

Ownership: Lot 49



expire
March 17, 2019

BK 1143PG3110

Adam K. Walker
ADAM K. WALKER

Leslie A. Walker
LESLIE A. WALKER

STATE OF OKLAHOMA)
)SS:
WASHINGTON COUNTY)

The foregoing instrument was acknowledged before me this 6 day of Feb, 2016, by Adam K. Walker and Leslie A. Walker, husband and wife.

(SEAL)

Joy L. Cook
NOTARY PUBLIC

Ownership: Lot 50

