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STATE OF OKLAHOMA PITTSBURG CO.
I hereby certify that this instrument was filed
for record in my office at 1:00 o'clock P.M.

AUG 22 1973

RESTRICTIVE COVENANTS AND CONDITIONS
PERTAINING TO A SUBDIVISION OF LAND
IN PITTSBURG COUNTY, OKLAHOMA

and is duly recorded in book 352 page 152
CHAMP HODGENS, County Clerk
By *Barbara J. Fessenden* Deputy

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, NATIONAL DEVELOPMENT COMPANY, INC., a Texas Corporation, is the owner of certain real property located in Pittsburg County, Oklahoma and described as follows:

The West half of the Northwest Quarter of the Northeast Quarter of Section Fifteen (15) and the West half of the Southeast Quarter and the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Ten (10) and the Southeast Quarter and the East half of the Northeast Quarter and the East half of the Southwest Quarter of the Northeast Quarter and the Southwest Quarter of Section Nine (9), all in Township Eight (8) North, Range Sixteen (16) East, Pittsburg County, Oklahoma, LESS all of that portion dedicated as part of Rock Creek Cove Subdivision; SUBJECT to and LESS all rights therein acquired by the United States of America.

and

WHEREAS, this indenture made and entered into this 20th day of August, 1973, by and between NATIONAL DEVELOPMENT COMPANY, INC., party of the first part, hereinafter called "Grantors", and R. L. ERKENBECK, party of the second part, hereinafter referred to as "Trustee"; and

WHEREAS, Grantors are in the process of developing said land into subdivisions for living and recreational purposes and other facilities for living and for the recreational enjoyment by the future lot owners in said development, which said development shall be known as "ARROWHEAD ESTATES", and which said development shall be developed in several parts with a separate plat for each part thereof as it is developed; and

WHEREAS, the Grantors believe that the creation of a trust of certain of the property rights in said tract and of certain use restrictions is the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this indenture to preserve said tract of land as a restricted residential neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restrictions, not only to all of the land and every parcel thereof as it may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels, and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "RESTRICTIONS", are jointly or severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument,

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to party of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and, further, in consideration of the advantages to accrue to the party of the first part, as well as to future owners of said lots into which said tract may be subdivided, and with the agreement and consent of the party of the second part to act as Trustee hereunder, the party of the first part agrees as follows:

The party of the first part, or the Grantors, shall contemporaneously with the recording of each platted subdivision of the above described land, grant, bargain, sell, convey, transfer, assign and set over unto the said Trustee, his successors and assigns, all singular and the several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivision, and said Grantors, upon the consideration heretofore recited, do also hereby agree to create, reserve and transfer, assign and grant unto the said Trustee easements for the purposes set forth in Article II hereof, over, across, through and under all of the lots in said subdivision as marked out and set out on said plats to be filed for the subdivision of said land, including all easements, roadways, trails and riding trails, and also including an easement along the lake front. TO HAVE AND TO HOLD all of the foregoing to the Trustee, his successors and assigns, IN TRUST upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this indenture.

ARTICLE I

STREETS, ROADWAYS AND TRAILS

1. The Trustee shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind or qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, trails, roads or walkways on said above-described property.

2. The Trustee shall have the right and power to provide for the plowing or removal of snow from said streets, roadways or trailways.

3. The Trustee shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in or under the drives, streets, lanes and roads herein conveyed to him or to be conveyed, or in or upon any other areas of the ARROWHEAD ESTATES development area.

4. The Trustee shall have the power and right to provide lights in or on all drives, lanes, circles, streets and roads, and on or at all gateways or entrances, or in such other places in or about the area covered by this indenture as he may in his judgment determine.

5. The Trustee shall have the right and power to grant easements in, over or under the streets, drives, lanes, trails or roads conveyed to him for any of the purposes set out in Article II hereof. Walkways and trails may be set up and established by the Trustee and maintained by the Trustee for the use of the lot owners, present and future, of said tract subdivided.

ARTICLE II

UTILITIES

1. The Trustee shall have the right and power to construct, to lease, to purchase, or in any other manner to construct for or provide for sewers or sewerage disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection. facilities to serve all or any part of said above-described tracts, either in their present state or as subdivided.

2. In providing for such services or facilities, the Trustee may himself make use of or he may convey, transfer or assign whole or partial rights in and to the easements created by this indenture, or easements created and set out on the plats of the subdivision of the within described tract. It is the intention of the Grantors, and they do so declare, that the Trustee named in this instrument shall be the Trustee for the entire tract and for any portion thereof that may be subdivided and platted into separate lots.

ARTICLE III

COVENANTS

1. These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until September 1, 1982, at which time said covenants shall be automatically extended for a period of ten (10) years unless, by a vote of the majority of the then owners of the lots, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

2. The living accommodations shall face the street upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front lot line, and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot, unless otherwise shown by the building lines on the subdivision plat.

When topography or lot dimensions are not conducive to these covenants, the Trustee will consider exceptions on submission of building plans.

3. All building sites shall be limited to one (1) single-family dwelling.

All other structures shall be in the rear of the living accommodations and shall be sightly, of neat construction, and of a character to enhance the value of the property. A boat house and/or garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations, and the exterior of it must be finished as in the same manner as the living accommodations.

4. When any improvements are erected on any lot purchased in this subdivision, the owner shall at the same time construct and install sewage disposal facilities approved by the appropriate governmental authority. No dwelling construction shall begin without the owner having first obtained from the Trustee a permit for the installation of sewage disposal facilities. No such permit shall be issued by the Trustee unless and until the owner has furnished the Trustee the results of a percolation test to be made by a professional engineer registered in the State of Oklahoma, all at the expense of the owner. If, in the event the percolation rate would indicate that an individual septic tank and sub-surface disposal system is not feasible, then an enclosed vault type system that can be periodically pumped must be provided. Regulations of the Oklahoma Division of Health shall apply with regard to size, design and construction of the septic tank. Specifications for sand filter and distribution box shall follow specifications recommended by the Oklahoma Water Pollution Board. No automatic dishwashers or garbage disposal systems may be installed in any dwelling unless, shown to be feasible by the results of the percolation test as related to the sewage system used, and if not feasible, shall not be installed until such time as a sanitary sewage system is installed. The Trustee shall maintain periodic inspections of all sewage disposal systems. Upon the failure by any owner to properly maintain any sewage system in accordance with the standards set forth in this paragraph and in the permit for construction granted by Trustee, the Trustee shall then and there, on behalf of all the other owners, take such action as shall be necessary to restore the system to approved standards, all at the expense of the owner, including action for injunctive relief.

5. No debris, trash or unsightly accumulation of materials shall be allowed to remain on the premises and there shall be no outside storage facilities for any of the aforementioned.

6. All material used for the construction of the outside of the dwelling shall be new, and construction must be completed within six (6) months from the commencement of said construction of any type.

7. In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot purchased in this subdivision with less than seven hundred twenty (720) square feet of floor space, excepting Blocks Eighteen (18) through Twenty-three (23) which shall have no less than one thousand (1,000) square feet of floor space. Floor space shall exclude porches and porticoes and shall include only that actual living space under an enclosed roof. No basement shall be occupied until the dwelling is completed. All buildings must be finished on the outside. All building plans must be approved by the Trustee of said subdivision. Either mobile homes or dwelling houses may be occupied on the lots in Blocks One (1) through Seventeen (17) provided whatever occupies the lot shall contain the minimum square footage as set forth herein. If a mobile home is placed upon the lot it must be approved by the Trustee, but in no case shall a mobile home be less than sixty (60) feet long and twelve (12) feet wide and shall be no older than five (5) years of age when placed thereupon and shall be in good condition and repair. Campers and trailers may occupy the lot or tract on a temporary basis such as weekends and vacations, provided the owner removes the camper or trailer when it is not being occupied on a day to day basis. No camper, trailer or tent may be placed upon a lot or tract on a permanent basis. Mobile Homes of approved quality and size as hereinabove set out may be placed upon a lot or tract permanently.

8. No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than two (2) feet long and one (1) foot wide.

9. No animals shall be kept, maintained or raised on said premises except house pets, which shall be kept on a leash when on said premises when not in an enclosure. No poultry or livestock, such as horse, cattle or pigs, shall be stabled within the confines of the subdivision.

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

ARTICLE IV

GENERAL POWERS

1. The Trustee shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, streams, and other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof.

2. The Trustee shall have the right and power to care for and maintain any and all vacant lots and the lakefront in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds, and to do anything and all other things necessary or desirable in the judgment of the Trustee to keep such vacant and unimproved property and lakefront neat in appearance and in good order.

Each lot must be mowed and kept free of weeds and underbrush for the general appearance of the development and prevention of fires.

If the lot owner does not fulfill this requirement, the Trustee reserves the right to mow and clean up said lot and to charge each owner a reasonable fee for this service.

Failure to pay the charge where it has become necessary to mow and clean said lot shall give the right to the Trustee, or his agent, to place a lien against the property for this service.

3. The Trustee shall have the right and duty to enforce, either in his own name or in the name of any owner within the subdivision, any and all restrictions

which may now or which may hereafter be imposed upon any of the lots in said subdivision, either in the form as originally placed or as modified subsequently.

4. The Trustee shall have the right and power to construct and maintain such boat dock facilities as he may deem necessary for the use and benefit of owners of lots in said subdivision.

ARTICLE V
ASSESSMENTS

1. The Trustee and his successors are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided:

(A) To make uniform, assessments (except as hereinafter provided) of Thirty Dollars (\$30.00) per lot per year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustee as described herein and for the further purpose of enabling the Trustee to defend and enforce restrictions, and to adequately maintain streets and provide for mowing of the properties to preserve the aesthetic values thereof.

(B) If, at any time, the Trustee shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided, he shall transmit in writing to the owners of lots, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustee, by a fifty-one per cent (51%) majority vote of the owners of all of the lots, the Trustee shall notify all owners of the said tracts of the additional assessments. The limit of Thirty Dollars (\$30.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

(C) It being understood that for the first four (4) years from the date hereof no special assessments shall be made against lots owned by National Development Company, Inc., the developers of this property.

2. All assessments, either general or special, made by the Trustee for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(A) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail, postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.

(B) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of nine per cent (9%) per annum, until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in Grantors' corporate minutes, the Trustee may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds of Pittsburg County, Oklahoma, and the Trustee may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustee shall cause to be noted from time to time in the corporate minutes of his proceedings, the payments made on account of assessments.

3. All rights, duties, powers, privileges and acts of every nature and description which said Trustee might execute or exercise under the terms of this indenture may be executed or exercised by a majority of said Trustee unless otherwise provided in this indenture.

ARTICLE VI
ORGANIZATION

1. The Trustee herein named shall serve for a term ending on September 1, 1977, or until his successors shall be named. In the event of the death, resignation or inability of the herein named Trustee prior to the expiration of his term, his successor shall be named by a voting majority of the lot owners who shall select and appoint a Trustee to fill the unexpired term. With this exception and after the termination of the term of the original Trustee, as set out hereinabove.

Successor Trustees, except in the case of filling a vacancy, shall be elected for terms of three (3) years each, but a Successor Trustee elected to fill a vacancy shall be elected in the manner hereinabove provided.

2. There shall be an annual meeting of the lot owners at a convenient place in Pittsburg County, Oklahoma, for the purpose of electing Trustees, or for the transaction of such other business as may properly come before said meeting, on the third Tuesday in January of each year, beginning in the year 1976 and each year thereafter. Notice of the meeting shall be given by insertion of a notice in a newspaper circulated in Pittsburg County, Oklahoma at least seven (7) days before the date of the meeting, or, at the election of the Trustee, notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said annual meeting.

3. Successor to the Trustee whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, succeed and shall be vested with, possessed of and enjoy as a joint tenant, but not as a tenant in common, with the remaining Trustee or Trustees, all of the estate, rights, interests, privileges and powers by this indenture granted to his or their predecessor. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting as provided for above. In the event any Trustee named herein or elected hereunder, with the exception of the original Trustee, (who shall be replaced as set forth in Paragraph 1 of this Article VI) shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this indenture, then and thereupon, it shall be the duty of the survivor or remaining Trustees to select a Successor to fill the unexpired term of such deceased or incompetent Trustee or Trustees. Any business relevant or pertinent to the affairs of the ARROWHEAD ESTATES property, or subdivision thereof, may and shall be transacted at any annual or special meeting described above. A Majority of the lot owners or Board of Trustees, respectively, shall constitute a quorum at the respective meeting of each.

4. In any election of Trustees, the owner of each lot shall be entitled to one (1) vote for each full lot owned by him, which vote may be cast in person or by proxy. No person shall, however, be considered as the owner of a lot until fee simple title of said lot shall have been conveyed to him by Warranty Deed, duly recorded.

5. At each annual meeting, the Trustees shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding calendar year.

ARTICLE VII
RESERVATION OF EXPENDITURES

The party of the First Part, Grantors herein, reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, poles, wires, streets, street lights, roads, recording fees, subdivision fees and consultation fees, or any other fees, charges or expenses incurred with respect to the creation of the subdivision or subdivisions of the above-described tract.

ARTICLE VIII
AMENDMENTS

1. For and during a period of eight (8) years, commencing with the date hereof, the provisions of this indenture may be modified or amended by the joint and concurrent action of the Grantors and the Trustee hereunder.
2. From and after eight (8) years from the date hereof, this indenture may be modified or amended by a vote of the owners of not less than fifty per cent (50%) of the lots into which this tract may be subdivided, for an additional eight (8) year period.
3. From and after that eight (8) year period, this indenture may be modified, amended or terminated by the concurring vote of the owners of not less than fifty-one per cent (51%) of the lots in which said tract shall be subdivided.
4. No person shall be considered as an owner entitled to vote for any purpose provided in this indenture unless and until he shall have acquired fee simple title by Warranty Deed, duly recorded in the office of the Recorder of Deeds of Pittsburg County, Oklahoma, nor shall any record lot owner be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the Trustee against his property.

ARTICLE IX

It is a further condition of this agreement that, for a period of ten (10) years from the date hereof, the Grantors herein, its successors, grantees or assigns, shall, in the event any lot owner of any lots to be established by subdivision of all or any part of the above-described tracts is desirous of selling his lot or lots, have the first refusal of such and provided a bona fide contract of sale between such lot owner and prospective purchaser is tendered to said Grantors, its successors, grantees or assigns, for consideration. No transfer of any lot or parcel of land within this tract shall be valid or binding unless or until this condition is complied with.

Grantors herein reserve the right unto themselves to establish commercial facilities on the lakefront or in any other part of the described tract.

IN WITNESS WHEREOF, the said party of the first part and the party of the second part have hereunto executed this indenture the day and year first above written.

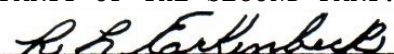
PARTY OF THE FIRST PART:

NATIONAL DEVELOPMENT COMPANY, INC.

By 
President

ATTEST: 
Secretary

PARTY OF THE SECOND PART:


R. L. Erkenbeck, Trustee

AMENDMENTS TO RESTRICTIVE
COVENANTS OF ARROWHEAD ESTATES

KNOW ALL MEN BY THESE PRESENTS that National Development Company, Inc. and R. L. Erkenbeck, referred to as Grantors and Trustee in the original restrictive covenants and conditions affecting the following described property, to-wit:

The West half of the Northwest Quarter of the Northeast Quarter of Section Fifteen (15); and the West half of the Southeast Quarter and the Southwest Quarter of the Northwest Quarter of the Northwest. Quarter of the Northwest Quarter of Section Ten (10) and the Southeast Quarter and the East half of the Northeast Quarter and the East half of the Southwest Quarter of the Northeast Quarter and the Southwest Quarter of Section Nine (9), all in Township Eight (8) North, Range Sixteen (16) East, Pittsburg County, Oklahoma, LESS all of that portion dedicated as part of Rock Creek Cove Subdivision; SUBJECT TO and LESS all rights therein acquired by the United States of America.

filed in Folio #125 Pittsburg County Clerk's office, do hereby involk their authority granted in Article VIII, Paragraph No. 1 of said original covenants and amend Article III, Paragraph Seven (7) of the restrictive covenants from the following, to-wit:

ARTICLE III, PARAGRAPH 7

In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot purchased in this subdivision with less than seven hundred twenty (720) square feet of floor space, excepting Blocks Eighteen (18) through Twenty-three (23) which shall have no less than one thousand (1,000) square feet of floor space. Floor space shall exclude porches and porticoes and shall include only that actual living space under an enclosed roof. No basement shall be occupied until the dwelling is completed. All buildings must be finished on the outside. All building plans must be approved by the Trustee of said subdivision. Either mobile homes or dwelling houses may be occupied on the lots in Blocks One (1) through Seventeen (17) provided whatever occupies the lot shall contain the minimum square footage as set forth herein. If a mobile home is placed upon the lot it must be approved by the Trustee, but in no case shall a mobile home be less than sixty (60) feet long and twelve (12) feet wide and shall be no older than five (5) years of age when placed thereupon and shall be in good condition and repair. Campers and trailers may occupy the lot or tract on a temporary basis such as weekends and vacations, provided the owner removes the camper or trailer when it is not being occupied on a day to day basis. No camper, trailer or tent may be placed upon a lot or tract on a permanent basis. Mobile homes of approved quality and size as hereinabove set out may be placed upon a lot or tract permanently

to hereinafter be as follows:

ARTICLE III, PARAGRAPH 7

In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot purchased in this subdivision with less than seven hundred twenty (720) square feet of floor space. Floor space shall exclude porches and porticoes and shall include only that actual living space under an enclosed roof. No basement shall be occupied until the dwelling is completed. All buildings must be finished on the outside. All building plans must be approved by the Trustee of said subdivision. Either mobile homes or dwelling houses may be occupied on the lots in Blocks One (1) through Twenty-three (23) provided whatever occupies the lot shall contain the mini-

mum square footage as set forth herein. If a mobile home is placed upon the lot it must be approved by the Trustee, but in no case shall a mobile home be less than sixty (60) feet long and twelve (12) feet wide and shall be no older than five (5) years of age when placed thereupon and shall be in good condition and repair. Campers and trailers may occupy the lot or tract on a temporary basis such as weekends and vacations, provided the owner removes the camper or trailer when it is not being occupied on a day to day basis. No camper, trailer or tent may be placed upon a lot or tract on a permanent basis. Mobile homes of approved quality and size as hereinabove set out may be placed upon a lot or tract permanently. All mobile homes approved and placed upon a lot must be skirted on all sides within six (6) months from the date said mobile home is moved onto said lot.

And to amend Article III, Paragraph Three, Part One from the following to-wit:

All building sites shall be limited to One (1) single-family dwelling,

to hereinafter be;

All building sites shall be limited to One (1) single-family dwelling except the following described property to-wit:

Lots 1 through 40, Block One, Arrowhead Estates, Addition No. 1

whereupon said building sites shall be limited to commercial usage and/or One (1) single-family dwelling unit.

And to amend Article V, Paragraph 1 (C) which presently is as follows:

(C) It being understood that for the first four (4) years from the date hereof no special assessments shall be made against lots owned by National Development Company, Inc., the developers of this property.

to hereinafter be;

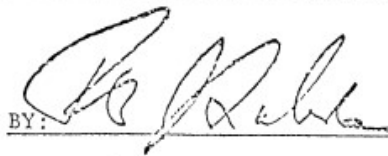
(C) It being understood that for the first ten (10) years from the date hereof no special assessments shall be made against lots owned by National Development Company, Inc., the developers of this property.

Said amendments shall become effective with the same force and effect as the originally filed restrictive covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma.

Dated this 9th day of April, 1976

NATIONAL DEVELOPMENT COMPANY INC.


R. L. ERKENBECK, TRUSTEE

BY: 

ATTEST: 
Secretary



CORPORATION ACKNOWLEDGEMENT

STATE OF OKLAHOMA COUNTY OF PITTSBURG: SS

On this 9th day of April 19 76, before me, the undersigned, a Notary

Public in and for the County and State aforesaid, personally appeared Robert J. Sabins to me known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

My commission expires September 5, 1976

JoAnn Oler
JoAnn Oler, Notary Public



STATE OF OKLAHOMA PITTSBURG
I hereby certify that this instrument was
for record in my office at 9 o'clock

12409

NOV 13 1980

and is duly recorded in book 500 page 3
CHAMP HODGENS, County Clerk
By M. T. Dyde Depu

AMENDED
RATIFICATION OF PLAT AND DEDICATION
OF

ARROWHEAD ESTATES
SECTION TWO

A Subdivision being embraced in a
part of Sections 9 and 10, Township
8 North, Range 16 East, Pittsburg
County, Oklahoma

WHEREAS, on the 14th day of February, 1977, the Plat and Dedication of
Arrowhead Estates Section Two (2) was filed in the Pittsburg County Clerk's
Office in Folio 152 at Book 18 and at that time the undersigned corporation was
the record owner of the lands included in the plat;

NOW, THEREFORE, on this 30th day of October, 1980, Diamond Development Inc.
does hereby ratify the Plat, Dedication and any and all amendments thereto of
ARROWHEAD ESTATES SECTION TWO (2), as though it had made the dedication when
it was filed on February 4, 1977.

DIAMOND DEVELOPMENT, INC.

BY [Signature] President

(Seal)
ATTEST:
[Signature]
Secretary

STATE OF TEXAS)
) Corporation Acknowledgment
COUNTY OF DALLAS)

On this 30th day of October, 1980, before me, the undersigned, a Notary
Public in and for the County and State aforesaid, personally appeared Robert J.
Sabinske to me known to be the identical person who signed the name of the maker
thereof to the within and 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 said corporation, 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:
9/23/84

[Signature]
Notary Public

RATIFICATION OF PLAT AND DEDICATION OF
ARROWHEAD ESTATES
SECTION TWO

A Subdivision being embraced in the
W 1/2 SE1/4 of Section 2, Township 8 North,
Range 16 East, Pittsburg County, Oklahoma

WHEREAS, on the 14th day of February, 1977, the Plat and Dedication of Arrowhead Estates Section Two (2) was filed in the Pittsburg County Clerk's Office in Folio 152 at Book 18 and at that time the undersigned corporation was the record owner of the lands included in the plat;

NOW, THEREFORE, on this 30th day of September, 1980, Diamond Development Inc. does hereby ratify the Plat, Dedication and any and all admendments thereto of Arrowhead Estates Section Two (2), as though it had made the dedication when it was filed on February 4, 1977.

DIAMOND DEVELOPMENT, INC.

BY [Signature]
President

(Seal)
ATTEST:
[Signature]
Secretary

STATE OF TEXAS)
COUNTY OF Dallas) Corporation Acknowledgment

On this 30th day of September, 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared [Signature] to me known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

(Seal)
My Commission Expires:
9/23/84

[Signature]
Notary Public

11855

STATE OF OKLAHOMA PITTSBURG CO.
I hereby certify that this instrument was filed
for record in my office at 10:05 o'clock A.M.

OCT 29 1980
and is duly recorded in book 499 page 361
CHAMP HODGENS, County Clerk
By [Signature] Deputy

361

SECOND AMENDED
RATIFICATION OF PLAT AND DEDICATION OF
ARROWHEAD ESTATES
SECTION TWO

A Subdivision being embraced in a part
of Sections 10 and 15, Township 8 North,
Range 16 East, Pittsburg County, Oklahoma

WHEREAS, on the 14th day of February, 1977, the Plat and Dedication of Arrowhead Estates Section Two (2) was filed in the Pittsburg County Clerk's Office in Folio 152 at Book 18 and at that time the undersigned corporation was the record owner of the lands included in the plat;

NOW, THEREFORE, on this 9th day of November, 1981, DIAMOND DEVELOPMENT, INC. does hereby ratify the Plat, Dedication and any and all amendments thereto of ARROWHEAD ESTATES SECTION TWO (2), as though it had made the dedication when it was filed on February 4, 1977.

DIAMOND DEVELOPMENT, INC.
By *[Signature]*
President

(Seal)
ATTEST:
[Signature]
Secretary

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)
Corporation Acknowledgement

On this 9th day of November, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert J. Sabinske to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as it's 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 said corporation, for the uses and purposes therein set forth.

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

NOTARY PUBLIC
OF THE STATE OF TEXAS
My Commission Expires:
9/23/84

[Signature]
Notary Public

12915

STATE OF OKLAHOMA PITTSBURG CO.
I hereby certify that this instrument was filed
for record in my office at 1005 o'clock A.M.

NOV 10 1981
and is duly recorded in book 524 page 562
CHAMP HODGENS County Clerk
By *[Signature]* Deputy

I hereby certify that this instrument was filed for record in my office at 11:15 o'clock A.M.

JUL 1 1982

and is duly recorded in book 542 page 11

MILDRED HYDE, County Clerk

By *[Signature]* Depu

RESTRICTIVE COVENANTS AND CONDITIONS
PERTAINING TO A SUBDIVISION OF LAND
IN PITTSBURG COUNTY, OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, NATIONAL DEVELOPMENT COMPANY, INC., a Texas Corporation, is the owner of certain real property located in Pittsburg County, Oklahoma and described as follows:

The West half of the Northwest Quarter of the Northeast Quarter of Section Fifteen (15) and the West half of the Southeast Quarter and the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Ten (10) and the Southeast Quarter and the East half of the Northeast Quarter and the East half of the Southwest Quarter of the Northeast Quarter and the Southwest Quarter of Section Nine (9), all in Township Eight (8) North, Range Sixteen (16) East, Pittsburg County, Oklahoma, LESS all of that portion dedicated as part of Rock Creek Cove Subdivision; SUBJECT to and LESS all rights therein acquired by the United States of America.

and

WHEREAS, this indenture made and entered into this 20th day of August, 1973, by and between NATIONAL DEVELOPMENT COMPANY, INC., party of the first part, hereinafter called "Grantors", and R. L. ERKENBECK, party of the second part, hereinafter referred to as "Trustee"; and

WHEREAS, Grantors are in the process of developing said land into subdivisions for living and recreational purposes and other facilities for living and for the recreational enjoyment by the future lot owners in said development, which said development shall be known as "ARROWHEAD ESTATES", and which said development shall be developed in several parts with a separate plat for each part thereof as it is developed; and

WHEREAS, the Grantors believe that the creation of a trust of certain of the property rights in said tract and of certain use restrictions is the most beneficial means of accomplishing this purpose; and

WHEREAS, it is the purpose and intention of this indenture to preserve said tract of land as a restricted residential neighborhood and to protect the same against certain uses by the adoption of a common neighborhood plan and scheme of restrictions; to apply that plan and restrictions, not only to all of the land and every parcel thereof as it may be sold from time to time, but also in favor of all other parcels within the area in the hands of the present or subsequent owners thereof, and to mutually benefit, guard and restrict the present and/or future title holders or occupants of any and all said parcels, and to foster the health, welfare, safety and morals of all who own lots or reside in said area; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "RESTRICTIONS", are jointly or severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument,

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the mutual promises, covenants and agreements contained herein and the sum of One Dollar (\$1.00) to party of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and, further, in consideration of the advantages to accrue to the party of the first part, as well as to future owners of said lots into which said tract may be subdivided, and with the agreement and consent of the party of the second part to act as Trustee hereunder, the party of the first part agrees as follows:

The party of the first part, or the Grantors, shall contemporaneously with the recording of each platted subdivision of the above described land, grant, bargain, sell, convey, transfer, assign and set over unto the said Trustee, his successors and assigns, all singular and the several strips and parcels of land which are to be delineated and set apart as drives, lanes, circles, streets or roads on said plat of said subdivision, and said Grantors, upon the consideration heretofore recited, do also hereby agree to create, reserve and transfer, assign and grant unto the said Trustee easements for the purposes set forth in Article II hereof, over, across, through and under all of the lots in said subdivision as marked out and set out on said plats to be filed for the subdivision of said land, including all easements, roadways, trails and riding trails, and also including an easement along the lake front. TO HAVE AND TO HOLD all of the foregoing to the Trustee, his successors and assigns, IN TRUST upon the uses and purposes, for the term and upon the conditions hereinafter set forth in this indenture.

ARTICLE I

STREETS, ROADWAYS AND TRAILS

1. The Trustee shall have the power to construct, reconstruct, improve, contract for, maintain or repair streets or roadways of any kind or qualities upon the several strips of land herein conveyed or to be conveyed to them as the property is subdivided and which are designated on said plats as streets, drives, lanes, trails, roads or walkways on said above-described property.

2. The Trustee shall have the right and power to provide for the plowing or removal of snow from said streets, roadways or trailways.

3. The Trustee shall have the right and power to plant, care for, spray, trim, protect and replant shrubbery and to sow or resow, trim and care for grass in or under the drives, streets, lanes and roads herein conveyed to him or to be conveyed, or in or upon any other areas of the ARROWHEAD ESTATES development area.

4. The Trustee shall have the power and right to provide lights in or on all drives, lanes, circles, streets and roads, and on or at all gateways or entrances, or in such other places in or about the area covered by this indenture as he may in his judgment determine.

5. The Trustee shall have the right and power to grant easements in, over or under the streets, drives, lanes, trails or roads conveyed to him for any of the purposes set out in Article II hereof. Walkways and trails may be set up and established by the Trustee and maintained by the Trustee for the use of the lot owners, present and future, of said tract subdivided.

ARTICLE II

UTILITIES

1. The Trustee shall have the right and power to construct, to lease, to purchase, or in any other manner to construct for or provide for sewers or sewerage disposal facilities, drainage, water, gas, electricity, street lighting, telephone service, or fire protection. facilities to serve all or any part of said above-described tracts, either in their present state or as subdivided.

2. In providing for such services or facilities, the Trustee may himself make use of or he may convey, transfer or assign whole or partial rights in and to the easements created by this indenture, or easements created and set out on the plats of the subdivision of the within described tract. It is the intention of the Grantors, and they do so declare, that the Trustee named in this instrument shall be the Trustee for the entire tract and for any portion thereof that may be subdivided and platted into separate lots.

ARTICLE III

COVENANTS

1. These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until September 1, 1982, at which time said covenants shall be automatically extended for a period of ten (10) years unless, by a vote of the majority of the then owners of the lots, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

2. The living accommodations shall face the street upon which the lot fronts and no part thereof shall be nearer than twenty-five (25) feet from the front lot line, and the distance from each side of the dwelling shall be no closer than five (5) feet from the side of the line of said lot, unless otherwise shown by the building lines on the subdivision plat.

When topography or lot dimensions are not conducive to these covenants, the Trustee will consider exceptions on submission of building plans.

3. All building sites shall be limited to one (1) single-family dwelling.

All other structures shall be in the rear of the living accommodations and shall be sightly, of neat construction, and of a character to enhance the value of the property. A boat house and/or garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations, and the exterior of it must be finished as in the same manner as the living accommodations.

4. When any improvements are erected on any lot purchased in this subdivision, the owner shall at the same time construct and install sewage disposal facilities approved by the appropriate governmental authority. No dwelling construction shall begin without the owner having first obtained from the Trustee a permit for the installation of sewage disposal facilities. No such permit shall be issued by the Trustee unless and until the owner has furnished the Trustee the results of a percolation test to be made by a professional engineer registered in the State of Oklahoma, all at the expense of the owner. If, in the event the percolation rate would indicate that an individual septic tank and sub-surface disposal system is not feasible, then an enclosed vault type system that can be periodically pumped must be provided. Regulations of the Oklahoma Division of Health shall apply with regard to size, design and construction of the septic tank. Specifications for sand filter and distribution box shall follow specifications recommended by the Oklahoma Water Pollution Board. No automatic dishwashers or garbage disposal systems may be installed in any dwelling unless, shown to be feasible by the results of the percolation test as related to the sewage system used, and if not feasible, shall not be installed until such time as a sanitary sewage system is installed. The Trustee shall maintain periodic inspections of all sewage disposal systems. Upon the failure by any owner to properly maintain any sewage system in accordance with the standards set forth in this paragraph and in the permit for construction granted by Trustee, the Trustee shall then and there, on behalf of all the other owners, take such action as shall be necessary to restore the system to approved standards, all at the expense of the owner, including action for injunctive relief.

5. No debris, trash or unsightly accumulation of materials shall be allowed to remain on the premises and there shall be no outside storage facilities for any of the aforementioned.

6. All material used for the construction of the outside of the dwelling shall be new, and construction must be completed within six (6) months from the commencement of said construction of any type.

7. In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot purchased in this subdivision with less than seven hundred twenty (720) square feet of floor space, excepting Blocks Eighteen (18) through Twenty-three (23) which shall have no less than one thousand (1,000) square feet of floor space. Floor space shall exclude porches and porticoes and shall include only that actual living space under an enclosed roof. No basement shall be occupied until the dwelling is completed. All buildings must be finished on the outside. All building plans must be approved by the Trustee of said subdivision. Either mobile homes or dwelling houses may be occupied on the lots in Blocks One (1) through Seventeen (17) provided whatever occupies the lot shall contain the minimum square footage as set forth herein. If a mobile home is placed upon the lot it must be approved by the Trustee, but in no case shall a mobile home be less than sixty (60) feet long and twelve (12) feet wide and shall be no older than five (5) years of age when placed thereupon and shall be in good condition and repair. Campers and trailers may occupy the lot or tract on a temporary basis such as weekends and vacations, provided the owner removes the camper or trailer when it is not being occupied on a day to day basis. No camper, trailer or tent may be placed upon a lot or tract on a permanent basis. Mobile Homes of approved quality and size as hereinabove set out may be placed upon a lot or tract permanently.

8. No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than two (2) feet long and one (1) foot wide.

9. No animals shall be kept, maintained or raised on said premises except house pets, which shall be kept on a leash when on said premises when not in an enclosure. No poultry or livestock, such as horse, cattle or pigs, shall be stabled within the confines of the subdivision.

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

ARTICLE IV

GENERAL POWERS

1. The Trustee shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, streams, and other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof.

2. The Trustee shall have the right and power to care for and maintain any and all vacant lots and the lakefront in said subdivision, remove weeds and cut grass thereon, to pick up and remove therefrom loose materials, trash and rubbish of all kinds, and to do anything and all other things necessary or desirable in the judgment of the Trustee to keep such vacant and unimproved property and lakefront neat in appearance and in good order.

Each lot must be mowed and kept free of weeds and underbrush for the general appearance of the development and prevention of fires.

If the lot owner does not fulfill this requirement, the Trustee reserves the right to mow and clean up said lot and to charge each owner a reasonable fee for this service.

Failure to pay the charge where it has become necessary to mow and clean said lot shall give the right to the Trustee, or his agent, to place a lien against the property for this service.

3. The Trustee shall have the right and duty to enforce, either in his own name or in the name of any owner within the subdivision, any and all restrictions

which may now or which may hereafter be imposed upon any of the lots in said subdivision, either in the form as originally placed or as modified subsequently.

4. The Trustee shall have the right and power to construct and maintain such boat dock facilities as he may deem necessary for the use and benefit of owners of lots in said subdivision.

ARTICLE V
ASSESSMENTS

1. The Trustee and his successors are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided:

(A) To make uniform, assessments (except as hereinafter provided) of Thirty Dollars (\$30.00) per lot per year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustee as described herein and for the further purpose of enabling the Trustee to defend and enforce restrictions, and to adequately maintain streets and provide for mowing of the properties to preserve the aesthetic values thereof.

(B) If, at any time, the Trustee shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided, he shall transmit in writing to the owners of lots, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustee, by a fifty-one per cent (51%) majority vote of the owners of all of the lots, the Trustee shall notify all owners of the said tracts of the additional assessments. The limit of Thirty Dollars (\$30.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

(C) It being understood that for the first four (4) years from the date hereof no special assessments shall be made against lots owned by National Development Company, Inc., the developers of this property.

2. All assessments, either general or special, made by the Trustee for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:

(A) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail, postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.

(B) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of nine per cent (9%) per annum, until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in Grantors' corporate minutes, the Trustee may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds of Pittsburg County, Oklahoma, and the Trustee may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustee shall cause to be noted from time to time in the corporate minutes of his proceedings, the payments made on account of assessments.

3. All rights, duties, powers, privileges and acts of every nature and description which said Trustee might execute or exercise under the terms of this indenture may be executed or exercised by a majority of said Trustee unless otherwise provided in this indenture.

ARTICLE VI
ORGANIZATION

1. The Trustee herein named shall serve for a term ending on September 1, 1977, or until his successors shall be named. In the event of the death, resignation or inability of the herein named Trustee prior to the expiration of his term, his successor shall be named by a voting majority of the lot owners who shall select and appoint a Trustee to fill the unexpired term. With this exception and after the termination of the term of the original Trustee, as set out hereinabove.

Successor Trustees, except in the case of filling a vacancy, shall be elected for terms of three (3) years each, but a Successor Trustee elected to fill a vacancy shall be elected in the manner hereinabove provided.

2. There shall be an annual meeting of the lot owners at a convenient place in Pittsburg County, Oklahoma, for the purpose of electing Trustees, or for the transaction of such other business as may properly come before said meeting, on the third Tuesday in January of each year, beginning in the year 1976 and each year thereafter. Notice of the meeting shall be given by insertion of a notice in a newspaper circulated in Pittsburg County, Oklahoma at least seven (7) days before the date of the meeting, or, at the election of the Trustee, notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said annual meeting.

3. Successor to the Trustee whose term has expired shall be elected by the lot owners at the annual meeting each year and the owner or owners of each lot shall be entitled to one (1) vote for each full lot owned, which vote may be cast in person or by proxy. The person or persons receiving the highest number of votes or ballots shall be deemed elected and shall, upon his or their acceptance in writing, at once and by force of this indenture, succeed and shall be vested with, possessed of and enjoy as a joint tenant, but not as a tenant in common, with the remaining Trustee or Trustees, all of the estate, rights, interests, privileges and powers by this indenture granted to his or their predecessor. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting as provided for above. In the event any Trustee named herein or elected hereunder, with the exception of the original Trustee, (who shall be replaced as set forth in Paragraph 1 of this Article VI) shall die, resign, or become incompetent for whatever reason to discharge the duties and avail himself or herself of or exercise the rights and powers granted herein or bestowed upon him or them as Trustees under this indenture, then and thereupon, it shall be the duty of the survivor or remaining Trustees to select a Successor to fill the unexpired term of such deceased or incompetent Trustee or Trustees. Any business relevant or pertinent to the affairs of the ARROWHEAD ESTATES property, or subdivision thereof, may and shall be transacted at any annual or special meeting described above. A Majority of the lot owners or Board of Trustees, respectively, shall constitute a quorum at the respective meeting of each.

4. In any election of Trustees, the owner of each lot shall be entitled to one (1) vote for each full lot owned by him, which vote may be cast in person or by proxy. No person shall, however, be considered as the owner of a lot until fee simple title of said lot shall have been conveyed to him by Warranty Deed, duly recorded.

5. At each annual meeting, the Trustees shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding calendar year.

ARTICLE VII
RESERVATION OF EXPENDITURES

The party of the First Part, Grantors herein, reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by them for joint main sewers, gas pipes, water pipes, poles, wires, streets, street lights, roads, recording fees, subdivision fees and consultation fees, or any other fees, charges or expenses incurred with respect to the creation of the subdivision or subdivisions of the above-described tract.

ARTICLE VIII
AMENDMENTS

1. For and during a period of eight (8) years, commencing with the date hereof, the provisions of this indenture may be modified or amended by the joint and concurrent action of the Grantors and the Trustee hereunder.
2. From and after eight (8) years from the date hereof, this indenture may be modified or amended by a vote of the owners of not less than fifty per cent (50%) of the lots into which this tract may be subdivided, for an additional eight (8) year period.
3. From and after that eight (8) year period, this indenture may be modified, amended or terminated by the concurring vote of the owners of not less than fifty-one per cent (51%) of the lots in which said tract shall be subdivided.
4. No person shall be considered as an owner entitled to vote for any purpose provided in this indenture unless and until he shall have acquired fee simple title by Warranty Deed, duly recorded in the office of the Recorder of Deeds of Pittsburg County, Oklahoma, nor shall any record lot owner be entitled to vote unless he shall have fully paid all assessments which may be lawfully made by the Trustee against his property.

ARTICLE IX

It is a further condition of this agreement that, for a period of ten (10) years from the date hereof, the Grantors herein, its successors, grantees or assigns, shall, in the event any lot owner of any lots to be established by subdivision of all or any part of the above-described tracts is desirous of selling his lot or lots, have the first refusal of such and provided a bona fide contract of sale between such lot owner and prospective purchaser is tendered to said Grantors, its successors, grantees or assigns, for consideration. No transfer of any lot or parcel of land within this tract shall be valid or binding unless or until this condition is complied with.

Grantors herein reserve the right unto themselves to establish commercial facilities on the lakefront or in any other part of the described tract.

IN WITNESS WHEREOF, the said party of the first part and the party of the second part have hereunto executed this indenture the day and year first above written.

PARTY OF THE FIRST PART:

NATIONAL DEVELOPMENT COMPANY, INC.

By *Karl V. Kline*
President

ATTEST: *Henry B. McVay*
Secretary

PARTY OF THE SECOND PART:

R. L. Erkenbeck
R. L. Erkenbeck, Trustee

DEC 22 1975

and is duly recorded in book 389 page 51.
CHAMP HODGENS, County Clerk
By Clara F. Hodgens Deputy

OWNERS CERTIFICATE AND DEDICATION OF ROADWAY

KNOW ALL MEN BY THESE PRESENTS: The undersigned National Development Company, Inc., a corporation, duly organized in the State of Texas does hereby certify that it is the owner of and the only entity having any right, title or interest in and to the following described property:

A tract of land fifty (50) feet wide shown on the plat as recorded with the Pittsburg County Clerk beginning at the South end of Arrowhead Drive, thence North along Arrowhead Drive to Country Club Boulevard; Thence East along Country Club Boulevard to Indian Nation Drive; Thence North along Indian Nation Drive to Jay Street; Thence West along Jay Street approximately 730 feet to the West boundary of Jay Street according to the official recorded plat

and does hereby dedicate the above described property for roadway purposes to the use of the public, its successors and assigns forever.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this instrument this 11th day of December, 1975.

NATIONAL DEVELOPMENT COMPANY, INC.

BY: [Signature]
President

[Signature]
Secretary

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

CORPORATION ACKNOWLEDGMENT

On this 11th day of December, 1975, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert J. Sabinske, to me known to be the identical person who signed the name of the maker thereof to the within and 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 said corporation, for the uses and purposes therein set forth.

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

My Commission Expires: 11-15-1977

[Signature]
Notary Public

517
Notary Seal

AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO A SUBDIVISION
OF LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA

Pursuant to Article VIII, Paragraph 2, the following amendments were made to the Restrictive Covenants and Conditions Pertaining to a Subdivision of land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended in Book 395 at page 201 of the Pittsburg County Clerks office, by a meeting held June 8, 1985 by vote of owners of fifty percent (50%) of the lots in ARROWHEAD ESTATES I, ARROWHEAD ESTATES II and ARROWHEAD ESTATES III.

Article VI has been amended to read as follows:

ARTICLE VI
Organization

006211
STATE OF OKLAHOMA - PITTSBURG CO.
I hereby certify that this instrument was filed
for record in my office at 2:15 o'clock P.M.
JUN 28 1985
and is duly recorded in book 352 page 189
MILDRED HYDE, County Clerk
By *Deulah Stacks* Deputy

1. There shall be three (3) Trustees elected by the membership at the annual meeting held June 8, 1985. One Trustee shall serve for a one-year term; one Trustee shall serve for a two-year-term and one Trustee shall serve for a three-year term. Thereafter, one Trustee shall be elected each year to serve for a three-year term. All Trustees must be permanent resident of Arrowhead Estates.

In the event a Trustee is unable to serve for any reason, then the remaining Trustee shall appoint a successor to serve until the next annual membership meeting at which time the general membership shall elect a successor to complete an unexpired term.

2. There shall be an annual meeting of the lot owners at a convenient place in Pittsburg County, Oklahoma, for the purpose of electing Trustees, or for the transaction of such other business as may properly come before said meeting, on the second (2nd) Saturday in June of each year, beginning in the year 1985 and each year thereafter. Notice of the meeting shall be given by insertion of a notice in a newspaper circulated in Pittsburg County, Oklahoma, at least seven (7) days before the date of the meeting, or at the election of the Trustees, notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said annual meeting.

3. Any lot owner who has failed to pay any assessment due and payable shall not be entitled to vote at any annual or special meeting.

4. In any election of Trustees, the owner of each lot shall be entitled to one (1) vote for each full lot owned by him, which vote may be cast in person or by proxy. Any person who has complied with paragraph three (3) above may vote whether they have acquired title by warranty deed or by contract for deed.

5. At each annual meeting, the Trustees shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding calendar year.

6. The Trustees may call a special meeting of all owners to transact such business as the Trustees deem proper. In the event thirty (30) lot owners request in writing, that a special meeting be called for a stated purpose, then the Trustees must call a special meeting of the membership to be held 'within forty-five (45) days of submission of the written request for a special meeting.

Article VIII has been amended to delete paragraph 4 of this Article.

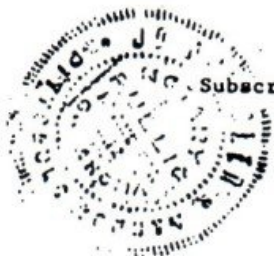
WITNESS our hand this 8th day of June, 1985, that the above are true and correct changes to the Restrictive Covenants and Conditions as voted by the membership of Arrowhead Estates I, Arrowhead Estates II and Arrowhead Estates III, this date.

Book 612 Page 187
Cont'd sheet 43

Loy W. Roseberry
Trustee LOY ROSEBERRY

Walter Collins
Trustee WALTER COLLINS

George H. Davies
Trustee GEORGE DAVIES



Subscribed and sworn to before me this 8th day of June, 1985.

John P. [unclear]
Notary Public

My Commission Expires: 2-21-87

111

019100

AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO A SUBDIVISION
OF LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA

Pursuant to Article VIII, Paragraph 2, the following amendment was made to the Restrictive Covenants and Conditions pertaining to a Subdivision of land in Pittsburg County, Oklahoma file in Book 352 at page 152; amended in Book 395 at page 201 of the Pittsburg County Clerks Office.

The property is located in the West half of the Northwest Quarter of the Northeast Quarter of Section Fifteen (15) and the West half of the Southeast Quarter and the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Ten (10) and the Southeast Quarter and the East half of the Northeast Quarter and the East half of the Southwest Quarter of the Northeast Quarter and the Southwest Quarter of Section Nine (9), all in Township Eight (8) North, Range Sixteen (16) East, Pittsburg County, Oklahoma.

At a meeting held June 7, 1997 a discussion was held to petition the eligible voters to reinstate Article III of the Restrictive Covenants. That Ballot was sent to all Lot Owners/Property Owners with the 1998 annual assessment notice. We have received over fifty (51%) percent of the eligible owners of lots in Areas I, II and III required to reinstate Article III.

Article III has been amended to read as follows:

ARTICLE III

COVENANTS

Current reading;

1. These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until September 1, 1982, at which time said covenants shall be automatically extended for a period of ten (10) years unless, by a vote of the majority of the then owners of lots, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

New Reading;

1. These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until December 31, 2007, at which time said covenants shall be automatically extended for a period of ten (10) years unless, by a vote of the majority of the then owners of lots, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

Orin L Shaw
Trustee Area I

Lois E Hartman
Trustee Area II

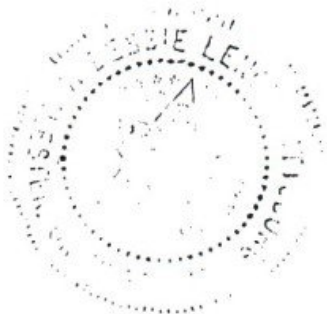
James E. Farni
Trustee Area III

Subscribed and sworn to before me this 29th. day of May 1998.



My Commission Expires: 11-22-2001

Leah J. Martin
Notary Public



PITTSBURG COUNTY
FILED OR RECORDED

1998 JUN -3 P 1:07

Debbie Church
DEBBIE CHURCH
COUNTY CLERK
Page 2 of 2

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DEBBIE BURCH
COUNTY CLERK

AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO A SUBDIVISION OF
LAND IN PITTSBURG COUNTY STATE OF OKLAHOMA

Pursuant to Article VIII, Paragraph 2, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of land in Pittsburg County, Oklahoma file in Book 352 at page 152; amended in Book 395 at page 201 of the Pittsburg County Clerks Office.

The property is located in the West half of the Northwest Quarter of the Northeast Quarter of Section Fifteen (15) and the West half of the Southeast Quarter and the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Ten (10) and the Southeast Quarter and the East half of the Northeast Quarter and the East half of the Southwest Quarter of the Northeast Quarter and the Southwest Quarter of Section Nine (9), all in Township Eight (8) North, Range Sixteen (16) East, Pittsburg County, Oklahoma. AND ALL OF ARROWHEAD ESTATES SECTIONS ONE, TWO AND THREE.

The following article currently reads:

Article V, Assessments (A) To make uniform assessments (except as hereinafter provided) of Thirty Dollars (\$30.00) per lot per year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustee as described herein and for the further purpose of enabling the Trustee to defend and enforce restrictions, and to adequately maintain streets and provide for mowing and the properties to preserve the asthetic values thereof.

(B) If, at any time, the Trustee shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided, he shall transmit in writing to the owners of lots, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustee, by a fifty-one per cent (51 %) majority vote of the owners of all the lots, the Trustee shall notify all owners of the said tracts of the additional assessments. The limit of Thirty Dollars (\$30.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

At a meeting of Arrowhead Estates Owners Association held June 14, 1986, Article V, A and B regarding Assessments was approved by a 58.02% vote to be amended to read as follows:

Article V Assessments (A) To make uniform assessments (except as hereinafter provided) of Forty Dollars (\$40.00) per lot per year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as described herein and for the further purpose of enabling the Trustees to defend and enforce restrictions, and to adequately maintain streets and provide for mowing and the properties to preserve the asthetic values thereof.

(B) If, at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided, they shall transmit in writing to the owners of lots, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustees, by a fifty-one per cent (51%) majority vote of the the owners of all the lots, the Trustees shall notify all owners of the said tracts of the additional assessments. The limit of Forty Dollars (\$40.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

Said Amendments shall become effective with the same force and effect as the originally filed restrictive covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants and Conditions as voted by the membership of Arrowhead Estates.

Betty Bryant
Betty Bryant, Trustee

Virginia Scoggins
Virginia Scoggins, Trustee

Richard A. Sloan
Richard Sloan, Trustee

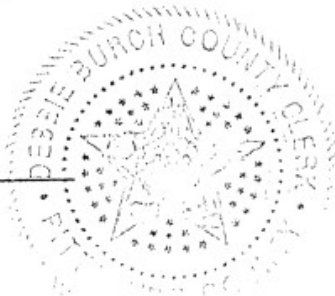
Date: 2-1-06

Subscribed and sworn before me this 1st day of February, 2006.

My Commission Expires: _____



Pamela Bennett
Notary Public



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AMENDMENT TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO A SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA

Pursuant to Article VIII, Paragraph 2, the following amendment and addition was made to the Restrictive Covenants and Conditions pertaining to a Subdivision of land in Pittsburg County, Oklahoma filed in Book 352 at page 152; amended in Book 395 at page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337 of the Pittsburg County Clerks Office.

The property is located in the West half of the Northwest Quarter of the Northeast Quarter of Section Fifteen (15) and the West half of the Southeast Quarter and The Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section Ten (10) and the Southeast Quarter and the East Half of the Northwest Quarter and the East half of the Southwest Quarter of the Northeast Quarter and the Southwest Quarter of Section Nine (9), all in Township Eight (8) North, Range Sixteen (16) East, Pittsburg County, Oklahoma, and all Of Arrowhead Estates Sections 1, II, and III.

Article VIII, Amendment 3 currently reads as follows:

- 3. From and after that eight (8) year period, this indenture may be modified, amended or terminated by the concurring vote of the owners of not less that fifty-one per cent (51 %) of the lots in which said tract shall be subdivided.

From a vote taken by mail by homeowners in Arrowhead Estates during the months of January 1, 2007, to May 1, 2007 regarding the Amendment, Article VIII, Amendment 3 was approved by a 61% vote to be amended to read as follows:

- 3. From and after May 1, 2007, this indenture may be modified or amended by a simple majority of those owners voting by either proxy and/or ballot as a properly called homeowner's meeting, provided that owners of at least one hundred twenty-five (125) lots are in attendance or represented by proxy at said meeting.

Said Amendment shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Vicque Farris
Vicque Farris
Richard A. Sloan
Richard A. Sloan

Virginia L. Scoggins
Virginia L. Scoggins

Date: 5/24/07

Subscribed and sworn before me this 24th day of May, 2007.

My Commission Expires: 1/27/2010

Mary C. Wilson
Notary Public



STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

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DEBBIE BURCH
COUNTY CLERK

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**AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA**

Pursuant to article VIII, paragraph 3, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended to Book 395 at Page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337; and amendment in Book 1524, page 724 of the Pittsburg County Clerks Office, known as all of Arrowhead Estates Section I, Arrowhead Estates Section II, and Arrowhead Estates Section III.

Arrowhead Estates Section I, a subdivision of:

“A tract of land containing 238.23 acres more or less in the SE ¼, and the NE ¼, of Section 9, and the SW ¼ and the NW ¼ of Section 10, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southeast corner of the SE ¼, of Section 9.

T-8-N, R-16-E, thence 456.51 feet S 89° 53' 18" E,
thence 1543.03 feet N 00° 12' 30" E, thence 1380.40 feet S 89° 47' 30" E, thence 1090.14 feet N 00° 12' 25" E,
thence 500.97 feet N 89° 40' 37" W, thence 658.32 feet N 00° 12' 14" E, thence 166.99 feet N 89° 37' 51" W,
thence 739.40 feet N 26° 38' 42" W, thence 166.98 feet N 89° 35' 02" W, thence 329.43 feet N 00° 12' 22" E,
thence 600.76 feet N 56° 17' 02" W, thence 166.97 feet N 89° 32' 17" W, thence 330.23 feet S 89° 47' 16" W,
thence 1483.07 feet S 00° 10' 56" W, thence 329.57 feet S 89° 47' 19" W, thence 468.01 feet S 44° 53' 52" W,
thence 164.72 feet S 89° 47' 19" W, thence 164.85 feet N 00° 07' 13" E, thence 494.25 feet S 89° 47' 19" W,
thence 369.13 feet S 63° 15' 52" W, thence 164.85 feet S 00° 03' 27" W, thence 175.92 feet S 89° 47' 30" E,
thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 89° 47' 30" E, thence 880 feet S 00° 12' 30" W,
thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E,
thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W,
thence 1788.61 feet N 89° 56' 44" E to the point of beginning.”

Arrowhead Estates Section II, a subdivision of:

“A tract of land containing 112.99 acres more or less in the SW ¼ and the SE ¼ of Section 10 and in the NE ¼ of Section 15, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma.

More particularly described as follows:

Beginning at the southeast corner of the SW ¼, of Section 10, T-8-N, R-16-E, thence 660 feet S 00° 18' 38" E,
thence 367.25 feet N 63° 42' 06" E, thence 592.82 feet N 33° 47' 21" E, thence 1315.23 feet N 00° 31' 14" E,
thence 826.53 feet N 37° 06' 45" W, thence 333.99 feet N 89° 43' 24" W, thence 826.32 feet S 37° 31' 23" W,
thence 167.0 feet N 89° 40' 10" W, thence 225.91 feet N 00° 12' 25" E, thence 1380.40 feet N 89° 47' 30" W,
thence 1543.03 feet S 00° 12' 30" W, thence 2213.84 feet S 89° 53' 18" E to the point of beginning.”

Arrowhead Estates Section III, a subdivision of:

“A tract of land containing 157.10 acres more or less in the SW ¼, and the SE ¼ of Section 9, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southwest corner of Section 9, T-8-N, R-16-E, thence 1995.92 feet N 00° 16' 21" E,
thence 65.45 feet S 89° 51' 19" E, thence 152.30 feet N 82° 22' 51" E, thence 258.10 feet S 51° 35' 40" E,
thence 170.20 feet S 85° 22' 02" E, thence 389.20 feet N 79° 25' 23" E, thence 305.31 feet S 26° 52' 07" W,
thence 329.63 feet S 00° 10' 23" W, thence 332.97 feet N 89° 46' 22" E, thence 370.17 feet N 26° 51' 19" E,
thence 744.21 feet N 63° 29' 27" E, thence 332.62 feet N 89° 46' 51" E, thence 467.27 feet S 45° 22' 40" E,
thence 164.46 feet N 89° 48' 07" E, thence 329.51 feet N 00° 01' 12" E, thence 737.91 feet N 26° 31' 30" E,
thence 164.68 feet N 89° 47' 19" E, thence 175.92 feet N 89° 47' 30" E, thence 329.11 feet S 00° 12' 30" W,
thence 136.57 feet S 87° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W,
thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W,
thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 837.80 feet S 89° 56' 44" W,
thence 2671.70 feet S 89° 52' 03" W, to the point of beginning.”

ARTICLE IV – General Powers

1. The Trustees shall have the right and power to provide for and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, streams, any other ornamental or recreational features in said subdivision on any lands set aside for the general use of the owners of the lots in said subdivision or to which the said owners have access and the use thereof.
2. The Trustees shall have the right and power to care for and maintain any and all vacant lots and the lakefront in said subdivision, remove weeds, and cut grass thereon, to pick up and remove loose materials, trash and rubbish of all kinds, including abandoned, unsafe and/or uninhabitable property, and to do anything and all other things necessary or desirable in the judgment of the Trustees, including the removal and/or demolition of abandoned, unsafe or uninhabitable property, to keep such vacant and unimproved property and lakefront neat in appearance and in good order. Each lot must be mowed and kept free of weeds and underbrush for the general appearance of the development. If the lot owner does not fulfill this requirement, the Trustees reserve the right to mow and clean up said lot and to charge each owner a reasonable fee for this service. Failure to pay the charge where it has become necessary to mow, clean, remove and/or demolish abandoned, unsafe and/or uninhabitable property on said lot, shall give the right to the Trustees, and/or his agent, to place a lien against the property for this service.

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3. The Trustees shall have the right and duty to enforce, either in his own name or in the name of any other property owner within the subdivision, any and all restrictions which may now or which may hereafter be imposed upon any of the lots in said subdivision, either in the form as originally placed or as modified subsequently.
4. The Trustees shall have the right and power to construct and maintain such boat dock facilities as they may deem necessary for the use and benefit of owners of lots in said subdivision.
5. All funds of the subdivision must be deposited to the credit of Arrowhead Estates in an account at any bank as the Trustees select. The Trustees shall be authorized to sign checks for the payment of all expenses and indebtedness issued in the name of Arrowhead Estates. These expenses may include, but are not limited to, insurance, fuel and maintenance of all vehicles, road and mowing equipment, building maintenance, office supplies, road repairs, official mailings and utilities. All checks must be signed by two Trustees. The Trustees must keep a detailed, accurate and timely record of all funds into and out of the account. This record must be posted in the office for any lot owner to examine during office hours. Trustees must prepare an annual budget for the period of July 1 through June 30 of each year to be submitted to the property owners, for approval, at the annual meeting. Except in an emergency, all expenditures more than \$5000 over the limits specified in the budget must be approved by the property owners. All contracts for long-term indebtedness must be approved by the property owners at an official meeting.

ARTICLE V - Assessments

1. The Trustees are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided:
 - (A) To make uniform assessments (except as hereinafter provided) of Fifty Dollars (\$50.00) per lot per year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as described herein and for the further purpose of enabling the Trustees to defend and enforce restrictions, and to adequately maintain streets and provide for mowing of the properties to preserve the aesthetic values thereof.
 - (B) If, at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided, they shall transmit in writing to the owners of lots, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustees these Covenants as amended, by a simple majority vote of the owners in attendance at said meeting or those voting by absentee ballot, provided that a quorum of one hundred twenty five (125) lots is represented at said meeting by either those in attendance or those voting by absentee ballot, the Trustees shall notify all owners of the said tracts of the additional assessments. The limit of Fifty Dollars (\$50.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.
2. All assessments, either general or special, made by the Trustee for the purposes hereinabove enumerated shall be made in the manner and subject to the following procedure, to-wit:
 - (A) Notice of all assessments may be given by mail addressed to the last known or usual post office address of the holder of legal title and deposited in the United States mail, postage prepaid, or may be given by posting a brief notice of the assessment upon the lot itself. Service in either of the above methods shall be sufficient.
 - (B) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the day when said payment is due, it shall bear interest at the rate of nine percent (9%) per annum, until paid, and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. At any time after the passage of the resolution levying an assessment and its entry in Grantors' corporate minutes, the Trustee may in addition, execute and acknowledge and instrument reciting the levy of the assessment with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds of Pittsburg County, Oklahoma, and the Trustee may, upon payment, cancel or release any one or more lots from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected, and the Trustee shall cause to be noted from time to time in the corporate minutes of his proceedings, the payments made on account of assessments.
3. All rights, duties, powers, privileges and acts of every nature and descriptions which said Trustee might execute or exercise under the terms of this indenture may be executed or exercised by a majority of said Trustee unless otherwise provided in this indenture.

ARTICLE VI – Organization

1. There shall be three (3) Trustees elected by the membership at the annual meeting held June 8, 1985. One Trustee shall serve for a one-year term; one Trustee shall serve for a two-year term and one Trustee shall serve for a three-year term. Thereafter, one Trustee shall be elected each year to serve a three-year term. All Trustees shall represent Arrowhead Estates as a whole and are to be elected at large.

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(A) Qualifications to run for and serve as Trustee:

- 1) Must be a permanent, full-time resident of Arrowhead Estates;
- 2) Must be the lawful owner of their lot(s) in Arrowhead Estates;
- 3) Must be in compliance with all assessments for all lots owned in Arrowhead Estates;
- 4) Must not be related by blood or marriage to any other Trustee or election official within the Estates;
- 5) Must not have a felony conviction;
- 6) Must have no conviction of crimes of moral turpitude.

(B) Nominations of candidates for Trustee are to be held at the April meeting of the property owners. The election will take place at the annual meeting in June.

2. There shall be an annual meeting of the lot owners at a convenient place in Pittsburg County, Oklahoma, for the purpose of electing Trustees, or for the transaction of such other business as may properly come before said meeting, on the second (2nd) Saturday in June of each year, beginning in the year 1985 and each year thereafter. In addition, there shall be a regular meeting held the second (2nd) Saturday in April and the second (2nd) Saturday in October for the purpose of transacting such business as may properly come before said meetings. Notice of the meetings shall be given by insertion of a notice of the date, time and place in a newspaper circulated in Pittsburg County, Oklahoma, at least seven (7) days before the date of the meeting, or at the election of the Trustees, notice of said meeting may be had by mailing to each lot owner a letter setting forth the date, time and place of said meeting, by including the date, time and place of each meeting in the annual lot assessment notice letter and by posting the date, time and place of each meeting on the official web site. A quorum of the owners of one hundred twenty five (125) lots must be in attendance or represented by absentee ballot before any business can be transacted. An agenda for each meeting must be prepared by the Trustees and posted at the Arrowhead Estates Office, the Arrowhead Estates Fire Station and on the official web site at least three (3) days prior to each meeting.
3. Any lot owner who has failed to pay any assessment or work order due and payable shall not be entitled to vote at any annual, regular, or special meeting.
4. In any election of Trustees, or votes for any other office, or voting on agenda items, the owner of each lot shall be entitled to one (1) vote for each full lot owned, (and a fractional vote equal to the fraction of any additional lot owned). Vote(s) may be cast in person or by absentee ballot, but not both. If there is more than one candidate for a Trustee's position, the candidate receiving the most votes will be declared the winner.

(A) An Election Committee consisting of five (5) members shall be formed to conduct elections for the position of Trustee of Arrowhead Estates and balloting on any amendment change to the covenants. Committee selection shall take place during the April meeting with members nominated and elected by simple majority of those property owners present.

1) Qualifications for the Election Committee

- a. Full time Arrowhead Estates resident.
- b. Current on all assessments.
- c. Not related by blood or marriage to any current Trustee or a candidate for Trustee, or anyone holding any elected position within the Estates.

2) Responsibilities of the Election Committee

- a. Shall have access to a complete list of current property owners in Arrowhead Estates to assist in determining voting eligibility.
- b. Shall create proper ballots to be used both for absentee voting and voting in person.
- c. Will be responsible for the safety and security of all ballots at all times.
- d. Will never reveal any results of individual lot owners voting at any time to anyone except in compliance with a lawful court order.
- e. Will conduct the election, count the votes and post the results as soon as physically possible following the election.
- g. Any other rules necessary for proper functioning of this Committee should be set by the Committee itself, but must not be inconsistent with these Covenants as amended.

3) All candidates for Trustee shall have the right to have one (1) observer present in the room during the entire counting of the votes.

(B) An election to recall a Trustee will require a petition of no less than one hundred (100) eligible voters. Once the petition has been presented to the current Election Committee, all signatures must be checked for validity. The Election Committee will present the petition, with just cause, to the Trustees with a request for a special election. Just cause would include, but not be limited to the following:

- a. No longer fulfilling the requirements to serve,
- b. Missing more than two (2) consecutive official meetings for reasons other than health;
- c. Misappropriation of funds.

Reason for recall must be on file in the Arrowhead Estates Office. Once the Trustees have determined the validity of the recall, they shall schedule a special election at either a regular or special meeting within forty five (45) days to put the matter before the property owners for a vote. The Election Committee will conduct the special election according to election rules of these Amendments. The election will require a simple majority of

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those voting, by absentee ballot or voting in person, to recall a Trustee. Should the recall be successful, the successor will be appointed by the remaining Trustees to serve until the next annual meeting at which time the property owners shall elect a successor to complete the unexpired term.

5. At each annual meeting, the Trustees shall render an accounting of all monies received, disbursed and held by them during and at the end of the preceding 12 month period running from July 1 through June 30 of each year.
6. The Trustees may call a special meeting of all owners to transact such business as the Trustees deem proper. In the event thirty (30) lot owners request in writing, that a special meeting be called for a stated purpose, then the Trustees must call a special meeting of the membership to be held within forty-five (45) days of submission of the written request for a special meeting. Notice of special meetings shall be given by insertion of a notice of the date, time and place in a newspaper circulated in Pittsburg County, Oklahoma, at least seven (7) days before the date of the meeting, by posting the date, time and place on the official web site and by mailing a post card to each owner stating the date, time and place of such meeting. A quorum of the owners of one hundred twenty five (125) lots must be in attendance or represented by absentee ballot before any business can be transacted. An agenda for each meeting must be prepared by the Trustees and posted at the Arrowhead Estates Office, the Arrowhead Estates Fire Station and on the official web site at least three (3) days prior to each meeting.

Said Amendments shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Vicque Farris
Vicque Farris

Virginia Dew
Virginia Dew

Richard A. Sloan
Richard A. Sloan

Date: July 3, 2008

Subscribed and sworn before me this 3rd day of July, 2008.

My Commission Expires
MARY J. SULLIVAN
NOTARY PUBLIC--STATE OF OKLAHOMA
PITTSBURG COUNTY
My COMMISSION EXPIRES Nov. 08, 2011
COMMISSION #07010873

Mary J. Sullivan
Notary Public

STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

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DEBBIE BURCH
COUNTY CLERK



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**AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA**

Pursuant to article VIII, paragraph 3, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended to Book 395 at Page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337; and amendment in Book 1524, page 724 of the Pittsburg County Clerks Office, known as all of Arrowhead Estates Section I, Arrowhead Estates Section II, and Arrowhead Estates Section III.

Arrowhead Estates Section I, a subdivision of:

"A tract of land containing 238.23 acres more or less in the SE ¼, and the NE ¼, of Section 9, and the SW ¼ and the NW ¼ of Section 10, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southeast corner of the SE ¼, of Section 9.

T-8-N, R-16-E, thence 456.51 feet S 89° 53' 18" E,
thence 1543.03 feet N 00° 12' 30" E, thence 1380.40 feet S 89° 47' 30" E, thence 1090.14 feet N 00° 12' 25" E,
thence 500.97 feet N 89° 40' 37" W, thence 658.32 feet N 00° 12' 14" E, thence 166.99 feet N 89° 37' 51" W,
thence 739.40 feet N 26° 38' 42" W, thence 166.98 feet N 89° 35' 02" W, thence 329.43 feet N 00° 12' 22" E,
thence 600.76 feet N 56° 17' 02" W, thence 166.97 feet N 89° 32' 17" W, thence 330.23 feet S 89° 47' 16" W,
thence 1483.07 feet S 00° 10' 56" W, thence 329.57 feet S 89° 47' 19" W, thence 468.01 feet S 44° 53' 52" W,
thence 164.72 feet S 89° 47' 19" W, thence 164.85 feet N 00° 07' 13" E, thence 494.25 feet S 89° 47' 19" W,
thence 369.13 feet S 63° 15' 52" W, thence 164.85 feet S 00° 03' 27" W, thence 175.92 feet S 89° 47' 30" E,
thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 89° 47' 30" E, thence 880 feet S 00° 12' 30" W,
thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E,
thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W,
thence 1788.61 feet N 89° 56' 44" E to the point of beginning."

Arrowhead Estates Section II, a subdivision of:

"A tract of land containing 112.99 acres more or less in the SW ¼ and the SE ¼ of Section 10 and in the NE ¼ of Section 15, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma.

More particularly described as follows:

Beginning at the southeast corner of the SW ¼, of Section 10, T-8-N, R-16-E, thence 660 feet S 00° 18' 38" E,
thence 367.25 feet N 63° 42' 06" E, thence 592.82 feet N 33° 47' 21" E, thence 1315.23 feet N 00° 31' 14" E,
thence 826.53 feet N 37° 06' 45" W, thence 333.99 feet N 89° 43' 24" W, thence 826.32 feet S 37° 31' 23" W,
thence 167.0 feet N 89° 40' 10" W, thence 225.91 feet N 00° 12' 25" E, thence 1380.40 feet N 89° 47' 30" W,
thence 1543.03 feet S 00° 12' 30" W, thence 2213.84 feet S 89° 53' 18" E to the point of beginning."

Arrowhead Estates Section III, a subdivision of:

"A tract of land containing 157.10 acres more or less in the SW ¼, and the SE ¼ of Section 9, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southwest corner of Section 9, T-8-N, R-16-E, thence 1995.92 feet N 00° 16' 21" E,
thence 65.45 feet S 89° 51' 19" E, thence 152.30 feet N 82° 22' 51" E, thence 258.10 feet S 51° 35' 40" E,
thence 170.20 feet S 85° 22' 02" E, thence 389.20 feet N 79° 25' 23" E, thence 305.31 feet S 26° 52' 07" W,
thence 329.63 feet S 00° 10' 23" W, thence 332.97 feet N 89° 46' 22" E, thence 370.17 feet N 26° 51' 19" E,
thence 744.21 feet N 63° 29' 27" E, thence 332.62 feet N 89° 46' 51" E, thence 467.27 feet S 45° 22' 40" E,
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thence 136.57 feet S 89° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W,
thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W,
thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 837.80 feet S 89° 56' 44" W,
thence 2671.70 feet S 89° 52' 03" W, to the point of beginning."

ARTICLE VIII - Amendments

3. From and after May 1, 2007, this indenture may be modified or amended by a simple majority vote of those owners voting by either absentee ballot and/or ballot at a properly called homeowner's meeting, provided that owners of at least one hundred twenty-five (125) lots are in attendance or represented by absentee ballot at said meeting.

Said Amendment shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Barbara Gullion
Barbara Gullion, Trustee

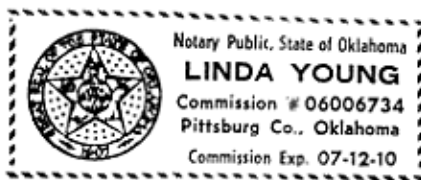
Alice Wood
Alice Wood, Trustee

Richard A. Sloan
Richard A. Sloan, Trustee

Date: 6/18/09

Subscribed and sworn before me this 18 day of June, ~~2008~~ ²⁰⁰⁹.

My Commission Expires: 7/12/10



Linda Young
Notary Public



STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED
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DEBBIE BURCH
COUNTY CLERK

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**AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA**

Pursuant to Article VIII, paragraph 3, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended to Book 395 at Page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337; amendment in Book 1524, page 724; amendment in Book 1620, page 22 and amendment in Book 1708, page 421 of the Pittsburg County Clerk's Office, known as all of Arrowhead Estates Section I, Arrowhead Estates Section II, and Arrowhead Estates Section III.

Arrowhead Estates Section I, a subdivision of:

"A tract of land containing 238.23 acres more or less in the SE ¼, and the NE ¼, of Section 9, and the SW ¼ and the NW ¼ of Section 10, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southeast corner of the SE ¼, of Section 9.

T-8-N, R-16-E, thence 456.51 feet S 89° 53' 18" E, thence 1543.03 feet N 00° 12' 30" E, thence 1380.40 feet S 89° 47' 30" E, thence 1090.14 feet N 00° 12' 25" E, thence 500.97 feet N 89° 40' 37" W, thence 658.32 feet N 00° 12' 14" E, thence 166.99 feet N 89° 37' 51" W, thence 739.40 feet N 26° 38' 42" W, thence 166.98 feet N 89° 35' 02" W, thence 329.43 feet N 00° 12' 22" E, thence 600.76 feet N 56° 17' 02" W, thence 166.97 feet N 89° 32' 17" W, thence 330.23 feet S 89° 47' 16" W, thence 1483.07 feet S 00° 10' 56" W, thence 329.57 feet S 89° 47' 19" W, thence 468.01 feet S 44° 53' 52" W, thence 164.72 feet S 89° 47' 19" W, thence 164.85 feet N 00° 07' 13" E, thence 494.25 feet S 89° 47' 19" W, thence 369.13 feet S 63° 15' 52" W, thence 164.85 feet S 00° 03' 27" W, thence 175.92 feet S 89° 47' 30" E, thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 89° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 1788.61 feet N 89° 56' 44" E to the point of beginning."

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"A tract of land containing 157.10 acres more or less in the SW ¼, and the SE ¼ of Section 9, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southwest corner of Section 9, T-8-N, R-16-E, thence 1995.92 feet N 00° 16' 21" E, thence 65.45 feet S 89° 51' 19" E, thence 152.30 feet N 82° 22' 51" E, thence 258.10 feet S 51° 35' 40" E, thence 170.20 feet S 85° 22' 02" E, thence 389.20 feet N 79° 25' 23" E, thence 305.31 feet S 26° 52' 07" W, thence 329.63 feet S 00° 10' 23" W, thence 332.97 feet N 89° 46' 22" E, thence 370.17 feet N 26° 51' 19" E, thence 744.21 feet N 63° 29' 27" E, thence 332.62 feet N 89° 46' 51" E, thence 467.27 feet S 45° 22' 40" E, thence 164.46 feet N 89° 48' 07" E, thence 329.51 feet N 00° 01' 12" E, thence 737.91 feet N 26° 31' 30" E, thence 164.68 feet N 89° 47' 19" E, thence 175.92 feet N 89° 47' 30" E, thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 87° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 837.80 feet S 89° 56' 44" W, thence 2671.70 feet S 89° 52' 03" W, to the point of beginning."

ARTICLE III - Amended by a vote of property owners at a Regular Meeting on October 10, 2009 to read:

1. These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until December 31, 2007 at which time said covenants shall be automatically extended for a period of ten (10) years, unless, by a vote of the majority of the owners of the lots, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.
2. All structures and septic systems shall be placed within the building lines shown on the Arrowhead Estates subdivision plat map and shall not intrude upon any utility easement. Where building lines or utility easements are not shown on the plat map, structures shall be set back at least five (5) feet from the side and back property lines.

BK 0017412330

3. All building sites shall be limited to one (1) single-family dwelling except for lots 1 through 40, Block 1, Arrowhead Estates, Section No. 1 whereupon said building sites shall be limited to commercial usage and/or one (1) single-family dwelling unit. A home, boat house, garage or storage building may occupy a lot as long as it is of neat construction and enhances the value of the Subdivision. Once begun, construction should be completed within six (6) months.

4. Before any living accommodations, commercial structure or water meter are erected or placed on any lot purchased in this subdivision, the owner shall first obtain the results of a percolation test to be made by a professional engineer registered in the State of Oklahoma, all at the expense of the owner. Trustees shall not give clearance to the Pittsburg County Public Works Authority to initiate water service until a copy of the percolation test is provided to the Trustees and the Trustees verify that the \$500 water assessment fee has been paid for that lot. Clearance from the Trustees can only be given if one of the following results apply: a. the property percolation test results indicate that an individual septic tank with adequate lateral lines is feasible or b. the property percolation test results indicate that an aerobic system with adequate space for sprinklers must be used in place of the standard septic tank and lateral lines. Regulations of the Department of Environmental Quality shall apply with regard to size, design and construction of the sewage disposal system. The proper sewage disposal system must be in place prior to owner moving into the dwelling. Failure by any owner to properly maintain any sewage disposal system in accordance with the Regulations of the Department of Environmental Quality shall be conclusively deemed a public nuisance, authorizing the Trustees to take such action as shall be necessary to compel the owner to restore the system to Regulation, at the expense of the owner, including an action for injunction.

5. No debris, trash or unsightly accumulation of materials shall be allowed to remain on the premises and there shall be no outside storage facilities for any of the aforementioned.

6. In addition to the foregoing restrictions and stipulations, no dwelling shall be constructed on any lot purchased in this subdivision with less than seven hundred twenty (720) square feet of floor space. Floor space shall exclude porches and porticoes and shall include only that actual living space under an enclosed roof. No basement shall be occupied until the dwelling is completed. All buildings must be finished on the outside. Before a mobile home is placed upon the lot it must be approved by the Trustees. In no case shall a mobile home be less than 720 square feet in size and shall be no older than five (5) years of age when placed thereupon and shall be in good condition. Mobile homes which are moved from one lot to another lot within the subdivision must meet the same standards. All mobile homes approved and placed upon a lot should be skirted within six (6) months from the date the mobile home is moved onto said lot.

7. Camp trailers, fifth wheel trailers, motorhomes, houseboats and similar recreational vehicles of less than 720 square feet may occupy the lot or tract on a temporary basis such as weekends and vacations, provided the owner removes the recreational vehicle when it is not being occupied on a day to day basis. No such recreational vehicle or tent may be placed upon a lot or tract permanently.

8. Building applications shall be required prior to all new construction, additions to existing structures, placement of manufactured houses or mobile homes or temporary placement of recreational vehicles less than 720 square feet in size. Applications may be obtained in the Arrowhead Estates Office or on the Web Site. Applications shall include a valid survey, the results of a percolation test if a septic system is to be installed, the dimensions of the structures(s), the type of materials to be used and a drawing showing the placement of all structures, underground utility lines and any septic system planned for the property. If any structure is to be a mobile home or manufactured house, proof of the age of the structure shall be required. No work or placement of structures shall begin until Trustees approve the application. Building applications shall not be required for repairs or improvements to existing structures.

9. No animals shall be kept, maintained or raised on any lot within the subdivision except house pets, which shall be kept on a leash when not in an enclosure. No poultry, livestock or farm animals shall be kept within the confines of the subdivision.

10. No lot in this subdivision may be used to create a road or driveway that will allow cars, trucks or similar vehicles to enter or exit the subdivision. The only road or driveway into and out of Arrowhead Estates shall be Arrowhead Drive. The only exception to this restriction is for authorized utility trucks traveling along established utility right-of-ways for the purpose of maintaining or repairing utilities.

11. A sign notifying owners and prospective buyers that restrictive covenants and conditions are in force and effect shall be placed at the entrance to Arrowhead Estates. Trustees shall also notify owners each year by mail, to be included with the annual lot assessment notice, that such covenants and conditions are in force and effect. Trustees shall make copies of the edited Covenants and the Policy and Procedure Manual available in the Arrowhead Estates Office and on the Web Site. Owners may request that copies be mailed to them.

12. All provisions of this Article shall become effective and in full force on January 1, 2010.

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

Said Amendments shall become effective with the same force and effect as the originally filed Restrictive Covenants upon the effective date and upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Barbara Gullion
Barbara Gullion, Trustee

Alice Wood
Alice Wood, Trustee

Richard A. Sloan
Richard A. Sloan, Trustee

Date: 10/28/09

Subscribed and sworn before me this 28th day of October, 2009

My Commission Expires: 7/12/10



Linda Young
Notary Public



STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

2009 OCT 28 PM 4:47

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DEBBIE BURCH
COUNTY CLERK

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**AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
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Arrowhead Estates Section I, a subdivision of:

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thence 369.13 feet S 63° 15'52" W, thence 164.85 feet S 00° 03'27" W, thence 175.92 feet S 89° 47'30" E,
thence 329.11 feet S 00° 12'30" W, thence 136.57 feet S 89° 47'30" E, thence 880 feet S 00° 12'30" W,
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ARTICLE III - Amendments

2. All permanent, non-portable structures and septic systems shall be placed within the building lines shown on the Arrowhead Estates subdivision plat map and shall not intrude upon any utility easement. Where building lines or utility easements are not shown on the plat map, structures and septic systems shall be set back at least five feet from the side and back property lines.

8a. Placement or construction of portable storage buildings, carports, decks or porches which can be lifted or dismantled and moved are subject to the Building application, but no survey shall be required.

BR 0018127248

Said Amendments shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Alice Wood
Alice Wood, Trustee

Loretta Butcher
Loretta Butcher, Trustee

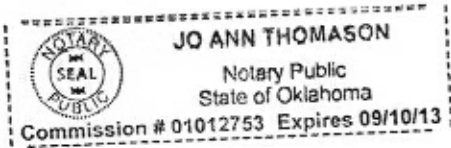
Ed Patterson
Ed Patterson, Trustee

Date: 7-14-2010

Subscribed and sworn before me this 14 day of July, 2010.

My Commission Expires: 9-10-13

Jo Ann Thomason
Notary Public



STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED
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DEBBIE BURCH
COUNTY CLERK

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AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
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"A tract of land containing 157.10 acres more or less in the SW ¼, and the SE ¼ of Section 9, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows: Beginning at the southwest corner of Section 9, T-8-N, R-16-E, thence 1995.92 feet N 00° 16'21" E, thence 65.45 feet S 89° 51'19" E, thence 152.30 feet N 82° 22'51" E, thence 258.10 feet S 51° 35'40" E, thence 170.20 feet S 85° 22'02" E, thence 389.20 feet N 79° 25'23" E, thence 305.31 feet S 26° 52'07" W, thence 329.63 feet S 00° 10'23" W, thence 332.97 feet N 89° 46'22" E, thence 370.17 feet N 26° 51'19" E, thence 744.21 feet N 63° 29'27" E, thence 332.62 feet N 89° 46'51" E, thence 467.27 feet S 45° 22'40" E, thence 164.46 feet N 89° 48'07" E, thence 329.51 feet N 00° 01'12" E, thence 737.91 feet N 26° 31'30" E, thence 164.68 feet N 89° 47'19" E, thence 175.92 feet N 89° 47'30" E, thence 329.11 feet S 00° 12'30" W, thence 136.57 feet S 87° 47'30" E, thence 880 feet S 00° 12'30" W, thence 125 feet N 89° 47'30" W, thence 850 feet S 00° 12'30" W, thence 85 feet S 89° 47'30" E, thence 400 feet S 00° 12'30" W, thence 85 feet N 89° 47'30" W, thence 172.22 feet S 00° 12'30" W, thence 837.80 feet S 89° 56'44" W, thence 2671.70 feet S 89° 52'03" W, to the point of beginning."

ARTICLE VIII - Amendments

3. From and after May 1, 2007, this indenture may be modified or amended by a simple majority vote of those owners voting by either absentee ballot and/or ballot at a properly called homeowner's meeting, provided that owners of at least one hundred twenty-five (125) lots are in attendance or represented by absentee ballot at said meeting.

Said Amendment shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Loretta Butcher
Loretta Butcher, Trustee

Alice Wood
Alice Wood, Trustee

Ed Patterson
Ed Patterson, Trustee


Date: 7-14-2010

Subscribed and sworn before me this 14 day of July, 2010.

My Commission Expires: 9-10-13

Jo Ann Thomason
Notary Public

* This document is being refiled to correct the amendment recorded in Book 1708, page 421 to show the addition of an amendment having been recorded in Book 1620, page 22 in the records of the Pittsburg County Clerk's Office.

 **JO ANN THOMASON**
Notary Public
State of Oklahoma
Commission # 01012753 Expires 09/10/13

STATE OF OKLAHOMA
PITTSBURG COUNTY
FILED OR RECORDED

2010 JUL 26 AM 8:33

DEBBIE BURCH
COUNTY CLERK



R0018128247

18916



**AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA**

Pursuant to article VIII, paragraph 3, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended to Book 395 at Page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337; amendment in Book 1524, page 724; amendment in Book 1620, page 22; amendment in Book 1708, page 421; amendment in Book 1741, page 330; corrected amendment in Book 1812, pages 246-247; and amendment in Book 1812, pages 248-249 of the Pittsburg County Clerks Office, known as all of Arrowhead Estates Section I, Arrowhead Estates Section II, and Arrowhead Estates Section III.

Arrowhead Estates Section I, a subdivision of:

"A tract of land containing 238.23 acres more or less in the SE ¼, and the NE ¼, of Section 9, and the SW ¼ and the NW ¼ of Section 10, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southeast corner of the SE ¼, of Section 9, T-8-N, R-16-E, thence 456.51 feet S 89° 53' 18" E, thence 1543.03 feet N 00° 12' 30" E, thence 1380.40 feet S 89° 47' 30" E, thence 1090.14 feet N 00° 12' 25" E, thence 500.97 feet N 89° 40' 37" W, thence 658.32 feet N 00° 12' 14" E, thence 166.99 feet N 89° 37' 51" W, thence 739.40 feet N 26° 38' 42" W, thence 166.98 feet N 89° 35' 02" W, thence 329.43 feet N 00° 12' 22" E, thence 600.76 feet N 56° 17' 02" W, thence 166.97 feet N 89° 32' 17" W, thence 330.23 feet S 89° 47' 16" W, thence 1483.07 feet S 00° 10' 56" W, thence 329.57 feet S 89° 47' 19" W, thence 468.01 feet S 44° 53' 52" W, thence 164.72 feet S 89° 47' 19" W, thence 164.85 feet N 00° 07' 13" E, thence 494.25 feet S 89° 47' 19" W, thence 369.13 feet S 63° 15' 52" W, thence 164.85 feet S 00° 03' 27" W, thence 175.92 feet S 89° 47' 30" E, thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 89° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 1788.61 feet N 89° 56' 44" E to the point of beginning."

Arrowhead Estates Section II, a subdivision of:

"A tract of land containing 112.99 acres more or less in the SW ¼ and the SE ¼ of Section 10 and in the NE ¼ of Section 15, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

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Arrowhead Estates Section III, a subdivision of:

"A tract of land containing 157.10 acres more or less in the SW ¼, and the SE ¼ of Section 9, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

Beginning at the southwest corner of Section 9, T-8-N, R-16-E, thence 1995.92 feet N 00° 16' 21" E, thence 65.45 feet S 89° 51' 19" E, thence 152.30 feet N 82° 22' 51" E, thence 258.10 feet S 51° 35' 40" E, thence 170.20 feet S 85° 22' 02" E, thence 389.20 feet N 79° 25' 23" E, thence 305.31 feet S 26° 52' 07" W, thence 329.63 feet S 00° 10' 23" W, thence 332.97 feet N 89° 46' 22" E, thence 370.17 feet N 26° 51' 19" E, thence 744.21 feet N 63° 29' 27" E, thence 332.62 feet N 89° 46' 51" E, thence 467.27 feet S 45° 22' 40" E, thence 164.46 feet N 89° 48' 07" E, thence 329.51 feet N 00° 01' 12" E, thence 737.91 feet N 26° 31' 30" E, thence 164.68 feet N 89° 47' 19" E, thence 175.92 feet N 89° 47' 30" E, thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 87° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 837.80 feet S 89° 56' 44" W, thence 2671.70 feet S 89° 52' 03" W, to the point of beginning."

I-2013-256868 Book 2016 Pg:69
03/08/2013 12:25 pm Pg 0069-0070
Fee: \$ 15.00 Doc: \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

ARTICLE VI – Organization


I. B. Nominations of candidates for Trustee are to be held at the April meeting of the property owners. The election will take place at the annual meeting in June. If a quorum is present at the April meeting, the election committee will open nominations for Trustee. At the time of the nominations, if there is only one candidate for a particular office for Trustee, the Election Committee will accept a motion and second to elect the candidate by acclamation and conduct the election at that time. The vote will be conducted by the Election Committee by asking property owners in attendance to hold up their voting cards. In such case no paper ballot would be required.

1. C. If a quorum is not present at the April meeting, the Election Committee will open nominations for Trustee at the June meeting. At the time of the nominations, if there is only one candidate for a particular office for Trustee, the Election Committee will conduct the election according to the April rules. However, if there is more than one candidate

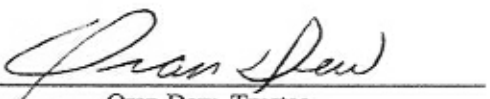
for a particular office for Trustee, a paper ballot will be prepared immediately and homeowners will be able to vote before they leave the meeting that day.

4. A. An Election Committee consisting of five (5) members shall be formed to conduct elections for the position of Trustee of Arrowhead Estates and balloting on any amendment change to the covenants. Committee selection shall take place during the April meeting with members nominated and elected by simple majority of those property owners present, provided there is a quorum present. If a quorum is not present, the Election Committee shall be nominated and elected at the beginning of the June meeting, prior to any nomination of Trustees, due to them having to conduct the election of Trustees.

Said Amendments shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.


Alice Wood, Trustee


Loretta Butcher, Trustee


Oran Dew, Trustee

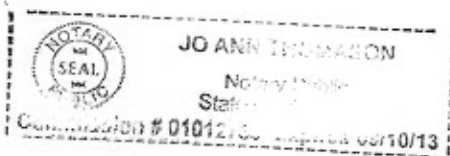
I-2013-256868 Book 2016 Pg:70
03/08/2013 12:25 pm Pg 0069-0070
Fee: \$ 15.00 Doc: \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Date: 9-27-13

Subscribed and sworn before me this 27 day of Sept, 2013.

My Commission Expires: 9-10-13


Notary Public



4611

AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA

Pursuant to article VIII, paragraph 3, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended to Book 395 at Page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337; amendment in Book 1524, page 724; amendment in Book 1620, page 22; amendment in Book 1708, page 421; amendment in Book 1741, page 330; corrected amendment in Book 1812, pages 246-247; and amendment in Book 1812, pages 248-249; and amendment in Book 2016, pages 69-70 of the Pittsburg County Clerks Office, known as all of Arrowhead Estates Section I, Arrowhead Estates Section II, and Arrowhead Estates Section III.

Arrowhead Estates Section I, a subdivision of:

"A tract of land containing 238.23 acres more or less in the SE 1/4, and the NE 1/4, of Section 9, and the SW 1/4 and the NW 1/4 of Section 10, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:

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Arrowhead Estates Section II, a subdivision of:

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ARTICLE V. ASSESSMENTS -- Amended by a vote of property owners at an Annual Meeting on June 13, 2015, to read:

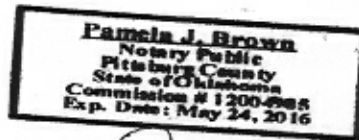
1. The Trustees are hereby authorized, empowered and granted the right to make assessments upon and against the said several lots and said parcels of land in the subdivision for the purpose and at the rates hereinafter provided:
 - (A) To make uniform assessments (except as hereinafter provided) of Sixty Dollars (\$60.00) per lot per year upon and against the several lots or parcels of land in said subdivision for the purpose of carrying out the general duties and powers of the Trustees as described herein and for the further purpose of enabling the Trustees to defend and enforce restrictions, and to adequately maintain streets and provide for mowing of the properties to preserve the aesthetic values thereof.
 - (B) If, at any time, the Trustees shall consider it necessary to make any expenditures requiring an assessment, in addition to the assessments above provided, they shall transmit in writing to the owners of lots, for their approval, an outline of the plan for the project contemplated and the estimated amount required for completion of same and the total assessment required. If such project and the assessment so stated be approved at a meeting of the lot owners, duly called and held in the manner provided by the Trustees these Covenants as amended, by a simple majority vote of the owners in attendance at said meeting or those voting by absentee ballot, provided that a quorum of one hundred twenty-five (125) lots is represented at said meeting by either those in attendance or those voting by absentee ballot, the Trustees shall notify all owners of the said tracts of the additional assessments. The limit of Sixty Dollars (\$60.00) per lot per year for general purposes shall not apply to any assessment made under the provisions of this paragraph.

Said Amendments shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Virginia Scoggins
Virginia Scoggins, Trustee

Nicque Farris
Nicque Farris, Trustee

Pete Downs
Pete Downs, Trustee



Date: 6/23/2015

Subscribed and sworn before me this 23RD day of June, 2015

My Commission Expires: 5/24/2016

Pamela J. Brown
Notary Public

I-2015-005119 Book 2182 Pg. 426
06/25/2015 8:08 am Pg 0425-0426
Fee: \$ 15.00 Doc: \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA

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ALL FOLLOWING ARTICLES AMENDED BY A VOTE OF PROPERTY OWNERS AT AN ANNUAL MEETING ON JUNE 11, 2016.

TO AMEND ARTICLE IV. GENERAL POWERS, #5 , from the following to-wit:

. . . All checks must be signed by two Trustees.

to hereinafter be:

. . . All checks must be signed by two Trustees, or one Trustee and the Office Manager, for items such as monthly bills (electric, phone, gas, etc.) and small amounts. The only exception to this regulation is a check that is for large purchases, such as equipment. In that case, the two Trustee rule will apply.

TO AMEND ARTICLE V. ASSESSMENTS, #2(B), from the following to-wit:

Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided.

to hereinafter be:

Every assessment shall become due and payable within sixty (60) days after notice is given as hereinabove provided.

TO AMEND ARTICLE VI. ORGANIZATION –#2, from the following to-wit:

In addition, there shall be a regular meeting held the second (2nd) Saturday in April and an meeting the second (2nd) Saturday in October for the purpose of transacting such business as may properly come before said meetings.

to hereinafter be:

In addition, there shall be a regular meeting held the second (2nd) Saturday in April for transacting such business as may properly come before said meeting, and an optional meeting the second (2nd) Saturday in October to only be called in case of important business needing to be discussed.

Said Amendments shall become effective with the same force and effect as the originally filed Restrictive Covenants upon filing with the Pittsburg County Clerk, Pittsburg County, Oklahoma. We therefore sign and approve that the above are true and correct changes to the Restrictive Covenants as voted by the membership of Arrowhead Estates.

Virginia Scoggins, Trustee

Rosemary Ashcraft, Trustee

Wanda Rodd, Trustee

Date:_____

Subscribed and sworn before me this _____ day of _____, 2016

My Commission Expires:_____

Notary Public



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AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA

Pursuant to article VIII, paragraph 3, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended to Book 395 at Page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337; amendment in Book 1524, page 724; amendment in Book 1620, page 22; amendment in Book 1708, page 421; amendment in Book 1741, page 330; corrected amendment in Book 1812, pages 246-247; and amendment in Book 1812, pages 248-249; and amendment in Book 2016, pages 69-70 of the Pittsburg County Clerks Office, known as all of Arrowhead Estates Section I, Arrowhead Estates Section II, and Arrowhead Estates Section III.

Arrowhead Estates Section I, a subdivision of:

"A tract of land containing 238.23 acres more or less in the SE $\frac{1}{4}$, and the NE $\frac{1}{4}$, of Section 9, and the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of Section 10, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:
Beginning at the southeast corner of the SE $\frac{1}{4}$, of Section 9, T-8-N, R-16-E, thence 456.51 feet S 89° 53' 18" E, thence 1543.03 feet N 00° 12' 30" E, thence 1380.40 feet S 89° 47' 30" E, thence 1090.14 feet N 00° 12' 25" E, thence 500.97 feet N 89° 40' 37" W, thence 658.32 feet N 00° 12' 14" E, thence 166.99 feet N 89° 37' 51" W, thence 739.40 feet N 26° 38' 42" W, thence 166.98 feet N 89° 35' 02" W, thence 329.43 feet N 00° 12' 22" E, thence 600.76 feet N 56° 17' 02" W, thence 166.97 feet N 89° 32' 17" W, thence 330.23 feet S 89° 47' 16" W, thence 1483.07 feet S 00° 10' 56" W, thence 329.57 feet S 89° 47' 19" W, thence 468.01 feet S 44° 53' 52" W, thence 164.72 feet S 89° 47' 19" W, thence 164.85 feet N 00° 07' 13" E, thence 494.25 feet S 89° 47' 19" W, thence 369.13 feet S 63° 5' 52" W, thence 164.85 feet S 00° 03' 27" W, thence 175.92 feet S 89° 47' 30" E, thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 89° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 1788.61 feet N 89° 56' 44" E to the point of beginning."

Arrowhead Estates Section II, a subdivision of:

"A tract of land containing 112.99 acres more or less in the SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 10 and in the NE $\frac{1}{4}$ of Section 15, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:
Beginning at the southeast corner of the SW $\frac{1}{4}$, of Section 10, T-8-N, R-16-E, thence 660 feet S 00° 18' 38" E, thence 367.25 feet N 63° 42' 06" E, thence 592.82 feet N 33° 47' 21" E, thence, 1315.23 feet N 00° 31' 14" E, thence 826.53 feet N 37° 06' 45" W, thence 333.99 feet N 89° 43' 24" W, thence 826.32 feet S 37° 31' 23" W, thence 167.0 feet N 89° 40' 10" W, thence 225.91 feet N 00° 12' 25" E, thence 1380.40 feet N 89° 47' 30" W, thence 1543.03 feet S 00° 12' 30" W, thence 2213.84 feet S 89° 53' 18" E to the point of beginning."

Arrowhead Estates Section III, a subdivision of:

"A tract of land containing 157.10 acres more or less in the SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 9, Township Eight North, Range Sixteen East, Pittsburg County, State of Oklahoma. More particularly described as follows:
Beginning at the southwest corner of Section 9, T-8-N, R-16-E, thence 1995.92 feet N 00° 16' 21" E, thence 65.45 feet S 89° 51' 19" E, thence 152.30 feet N 82° 22' 51" E, thence 258.10 feet S 51° 35' 40" E, thence 170.20 feet S 85° 22' 02" E, thence 389.20 feet N 79° 25' 23" E, thence 305.31 feet S 26° 52' 07" W, thence 329.63 feet S 00° 10' 23" W, thence 332.97 feet N 89° 46' 22" E, thence 370.17 feet N 26° 51' 19" E, thence 744.21 feet N 63° 29' 27" E, thence 332.62 feet N 89° 46' 51" E, thence 467.27 feet S 45° 22' 40" E, thence 164.46 feet N 89° 48' 07" E, thence 329.51 feet N 00° 01' 12" E, thence 737.91 feet N 26° 31' 30" E, thence 164.68 feet N 89° 47' 19" E, thence 175.92 feet N 89° 47' 30" E, thence 329.11 feet S 00° 12' 30" W, thence 136.57 feet S 89° 47' 30" E, thence 880 feet S 00° 12' 30" W, thence 125 feet N 89° 47' 30" W, thence 850 feet S 00° 12' 30" W, thence 85 feet S 89° 47' 30" E, thence 400 feet S 00° 12' 30" W, thence 85 feet N 89° 47' 30" W, thence 172.22 feet S 00° 12' 30" W, thence 837.80 feet S 89° 56' 44" W, thence 2671.70 feet S 89° 52' 03" W, to the point of beginning."

THE FOLLOWING ARTICLE WAS AMENDED BY A VOTE OF PROPERTY OWNERS AT AN ANNUAL MEETING ON APRIL 8, 2017.

TO AMEND ARTICLE III, #1 which now reads:

These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until December 31, 3007, at which time said covenants shall be automatically extended for a period of ten (10) years unless, by a vote of the majority of the owners of lots, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

TO THE NEW READING FOR ARTICLE III, #1 AS FOLLOWS:

These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until December 31, 2017, at which time said covenants shall be automatically extended every ten (10) years, unless or until it is agreed to extinguish said covenants in whole or in part, by a vote of the majority of the owners of lots, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

Virginia Scoggins
Virginia Scoggins, Trustee

Rosemary Ashcraft
Rosemary Ashcraft, Trustee

Wanda Rodd
Wanda Rodd, Trustee

I-2017-006707 Book 2306 Pg.553
07/25/2017 2:59 pm Pg 0552-0553
Fee \$ 15.00 Doc \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Date: 6-21-17

Subscribed and sworn before me this 21ST day of JUNE, 2017

My Commission Expires: May 24, 2020

Pamela J. Brown
Notary Public

Notary Public State of Oklahoma
Pamela J. Brown
Comm.# 12004985
Exp. May 24, 2020

1199



AMENDMENTS TO RESTRICTIVE COVENANTS AND
CONDITIONS PERTAINING TO THE SUBDIVISION OF
LAND IN PITTSBURG COUNTY, STATE OF OKLAHOMA

Pursuant to article VIII, paragraph 3, the following amendments and additions were made to the Restrictive Covenants and Conditions pertaining to a Subdivision of Land in Pittsburg County, Oklahoma, filed in Book 352 at Page 152; amended to Book 395 at Page 201; ratified in Book 499 at page 361; amended in Book 500, page 309; amended in Book 524, page 562; refiled in Book 542, page 118; owners certificate and dedication in Book 389, page 517; amendment in Book 612, page 189; amendment in Book 959, page 11; amendment in Book 1428, page 337; amendment in Book 1524, page 724; amendment in Book 1620, page 22; amendment in Book 1708, page 421; amendment in Book 1741, page 330; corrected amendment in Book 1812, pages 246-247; and amendment in Book 1812, pages 248-249; and amendment in Book 2016, pages 69-70 of the Pittsburg County Clerks Office, known as all of Arrowhead Estates Section I, Arrowhead Estates Section II, and Arrowhead Estates Section III.

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52 1-2018-001454 Book 2342 Pg 446
02/15/2018 11:59 am Pg 0446-0447
Fee \$ 15.00 Doc \$ 0.00
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

THE FOLLOWING ARTICLE WAS AMENDED BY A VOTE OF PROPERTY OWNERS AT AN ANNUAL MEETING ON APRIL 8, 2017. THIS AMENDMENT IS REPLACING THE PREVIOUS ONE FILED ON 7/25/17.

TO AMEND ARTICLE III, #1 which now reads:

These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until December 31, 2007, at which time said covenants shall be automatically extended for a period of ten (10) years unless, by a vote of the majority of the owners of lots, it is agreed to change such covenants in whole or in part, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition:

TO THE NEW READING FOR ARTICLE III, #1 AS FOLLOWS:

These covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them until December 31, 2017, at which time said covenants shall be automatically extended every ten (10) years, unless or until it is agreed to extinguish said covenants in whole or in part, by a vote of the majority of the owners of lots, it being understood that an owner shall be entitled to cast as many votes as he may own lots in said addition.

Virginia Scoggins
Virginia Scoggins, Trustee

Rosemary Ashcraft
Rosemary Ashcraft, Trustee

Wanda Rodd
Wanda Rodd, Trustee



Date: 9-15-2018

Subscribed and sworn before me this 15 day of July, 2018

My Commission Expires: 9-10-21

Jo Ann Thomason
Notary Public