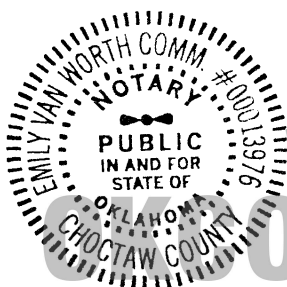


Restrictive Covenants Governing Lakeside Ridge Properties

As evidenced by his-her signatures below, Dan Miller & Cecilia Rentz-Miller, Po Box 10 Sawyer, OK. 74756, the land-owners of **Lakeside Ridge Properties** (A tract of land lying above elevation 445.2 feet, located in the E½ SW¼ of Section 13, and in the N½ NW¼ of section 24, Township 6 South, Range 18 East, Indian Base & Meridian, Choctaw County, Oklahoma, said parcel also being a part of Sawyer Bluff Public use area, being more particularly described as: EXHIBIT "A" [2 pages] which is attached hereto and made part hereof by reference) here now agree and impose the following restrictions as hereinafter set out.

Lakeside Ridge property purchaser/land-owner, their heirs and/or assignees shall comply with and be bound by the following restrictive covenants. The covenants below are tied to and remain with the land itself as part of the deed.

- DWELLINGS:**
Dwellings must be new, permanent dwellings constructed on this site. The dwelling structure must be a minimum of 1200 sq. ft. living area, not including porches, garages, attachments, support buildings and/or outbuildings. Roof line on living area must be a minimum of 7/12 pitch and 4/12 pitch on porches. Only log or log siding with native or man made rock allowed on all structures. All building plans must be approved by **Lakeside Ridge** owners / Dan Miller Construction. Moveable homes, mobile homes, trailer houses and pre-built or pre-fabricated homes are not allowed. Travel trailers, R.V. trailers-motor homes may not be used as a permanent dwelling, except that one recreational vehicle may be used as a temporary dwelling only through the construction of the new, permanent dwelling, but only for a maximum time period of 365 days. A recreational vehicle does not include a school bus, panel van or other modified R.V. Permanent dwellings must be completed within twelve (12) months after construction begins, with no more than one (1) dwelling allowed per lot.
- OUT-BUILDINGS or ADDITIONS:**
Additions and/or out-buildings must compliment/or coordinate with the permanent dwelling structure in design and construction (only log or log siding with native or man made rock), and must be completed within 6 months of beginning construction. No unapproved fencing.
- LIVESTOCK/UNSIGHTLY DEBRIS:**
There shall be no poultry, swine, cattle, or vicious animals maintained on the premises. Purchaser/land-owner agrees to keep and maintain the property in good condition and not allow unsightly materials to accumulate on the property, including but not limited to junk vehicles, vehicle parts, trash, high grass or weeds, or any unsightly debris.
- ENFORCEMENT:**
Purchaser/landowner agrees that in the event of non-compliance, these restrictive covenants may be enforced by injunction, restraining order or other legal process, by any land-owner within **Lakeside Ridge** or otherwise within ½ mile of the non-compliant property. Purchaser/land-owner agrees that she/he will be responsible for all damages, costs of litigation and attorney fees of another party who necessarily must enforce her/his rights hereunder through legal action.



Dan Miller
Owner

LAKESIDE RIDGE PROPERTIES

Cecilia Rentz Miller
Owner

Emily VanWorth
Notary Public

Comm exp
9-26-08

VIEW ADDITIONAL LAND RECORDS AT
COUNTYRECORDS.COM

NUMBER

27548

ABSTRACT OF TITLE

To the following described Real Estate situated in

CHOCTAW COUNTY, OKLAHOMA

A tract of land lying above elevation 445.2 feet located in the E½ of the SW¼ of Section 13, and the N½NW¼ of Section 24, Township 6 South, Range 18 East Indian Base and Meridian, in Choctaw County, Oklahoma, said parcel also being part of the Sawyer Bluff Public Use Area being more particularly described as: Beginning at an iron pin at the NE corner of the SE¼SW¼ of said Section 13, thence along the centerline of said Section 13, S 1°20'53" E, a distance of 1319.94'; to a Corps of Engineers Brass Cap at the ¼ corner between Sections 13 and 24, thence S 0°43'05" E, along the centerline of Section 24, a distance of 1246.70'; thence N 88°10'42" W, a distance of 324.94'; thence N 88°10'42" W, and being 50 feet north of and parallel with Road "B" of the Sawyer Bluff Public Use Area, a distance of 881.96'; thence N 22°19'16" E, a distance of 131.93' to a point on the said 445.2' contour line; thence following said contour; N 44°38'07" E, a distance of 97.47'; thence N 0°47'21" W, a distance of 63.79'; thence N 40°02'22" W, a distance of 43.81'; thence N 13°07'38" W, a distance of 51.08'; thence N 13°07'38" W, a distance of 51.08'; thence N 13°37'38" W, a distance of 66.05'; thence N 13°37'38" W, a distance of 66.05'; thence N 29°15'22" E, a distance of 58.51'; thence S 59°40'42" E, a distance of 88.54'; thence S 60°23'39" E, a distance of 54.11'; thence S 60°23'39" E, a distance 54.11'; thence S 85°06'43" E, a distance of 57.50'; thence S 85°06'43" E, a distance of 57.50'; thence N 69°30'58" E, a distance of 97.50'; thence N 27°51'21" E, a distance of 84.77'; thence N 52°05'45" W, a distance of 53.57'; thence N 52°05'45" W, a distance of 53.57'; thence N 43°05'33" W, a distance of 51.95'; thence N 43°05'33" W, a distance of 51.95'; thence N 27°43'22" W, a distance of 53.51'; thence N 27°43'22" W, a distance of 53.51'; thence N 2°24'24" W, a distance of 93.27'; thence N 37°45'24" W, a distance of 65.97'; thence N 66°59'53" E, a distance of 97.69'; thence N 36°03'25" W, a distance of 98.70'; thence S 87°18'40" W, a distance of 53.11'; thence S 87°18'40" W, a distance of 53.11'; thence S 73°43'20" W, a distance of 94.43'; thence S 75°33'33" W, a distance of 92.88';

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HUGO, OKLAHOMA

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thence S 64°19'48" W, a distance of 91.50'; thence N 32°39'59" W, a distance of 54.70';
 thence N 45°10'28" E, a distance of 84.89'; thence N 16°54'30" E, a distance of 82.83';
 thence N 14°14'57" W, a distance of 59.85'; thence N 44°08'25" W, a distance of 71.46';
 thence N 3°43'20" E, a distance of 76.05'; thence N 1°31'05" W, a distance of 42.71';
 thence N 22°41'58" W, a distance of 60.60'; thence N 21°50'33" E, a distance of 64.05';
 thence N 21°26'15" E, a distance 40.45'; thence N 67°15'11" E, a distance of 58.32';
 thence continuing N 67°15'11" E along said line, a distance of 58.32'; thence N 39°27'38"
 E, a distance of 84.67'; thence N 8°05'27" W, a distance of 34.67'; thence N 55°05'48" W,
 a distance of 72.70'; thence N 16°33'38" W, a distance of 56.34'; thence N 47°36'59" E, a
 distance of 73.71'; thence N 18°41'32" E, a distance of 63.91'; thence N 39°53'46" E, a
 distance of 20.27'; thence S 87°26'01" E, a distance of 34.99'; thence S 58°21'30" E, a
 distance of 35.23'; thence N 81°47'52" E, a distance of 23.81'; thence N 4°17'07" W, a
 distance of 20.64'; thence N 31°13'13" E, a distance of 31.88'; thence N 40°13'07" W a
 distance of 68.26'; thence N 24°02'27" E, a distance of 58.56'; thence N 24°02'27" E, a
 distance of 58.56'; thence S 67°14'19" E, a distance of 59.76'; thence S 55°44'32" E, a
 distance of 57.97'; thence N 34°33'51" E, a distance of 80.86'; thence N 81°24'17" E, a
 distance of 60.15'; thence N 81°24'17" E, a distance of 60.15'; thence S 80°58'22" E, a
 distance of 96.64'; thence S 84°36'12" E, a distance of 44.42'; thence N 35°20'00" W, a
 distance of 77.10'; thence N 52°46'52" W, a distance of 94.30'; thence N 58°57'58" W, a
 distance of 83.52'; thence N 58°03'00" W, a distance of 54.32'; thence N 81°03'30" W, a
 distance of 61.74'; thence N 53°39'57" W, a distance of 48.59'; thence N 2°38'23" E, a
 distance of 81.50'; thence N 9°43'21" E, a distance of 93.98'; thence N 10°10'30" E, a
 distance of 100.47'; thence N 8°08'27" E, a distance of 95.88'; thence N 35°03'14" E, a
 distance of 78.85'; thence N 65°24'11" E, a distance of 64.03'; thence N 68°01'32" E, a
 distance of 51.19'; thence continuing N 68°01'32" E along said line, a distance of 51.19';
 thence S 71°47'27" E, a distance of 72.03'; thence S 71°47'27" E, a distance of 72.03';
 thence S 22°11'02" E, a distance of 50.74'; thence S 22°11'02" E, a distance of 50.74';
 thence S 22°30'25" E, a distance of 35.27'; thence S 54°39'22" E, a distance of 58.09';
 thence S 43°48'55" E, a distance of 51.65'; thence continuing S 43°48'55" E along said
 line, a distance of 51.65'; thence S 35°15'37" E, a distance of 91.05'; thence S 67°36'31" E,
 a distance of 42.68'; thence N 29°44'45" W, a distance of 47.24'; thence N 6°03'24" W, a
 distance of 85.47'; thence N 1°57'18" E, a distance of 29.89'; to the point at which the
 445.2'; Contour line intersects a line 100' north of North line of the said SE¼SW¼ of
 Section 13; thence parallel with said North line N 88°16'57" E, a distance of 292.13' to a
 point 100 feet north of the NE corner of said SE¼SW¼ Section 13; thence along the
 centerline of said Section 13, S 1°20'53" E a distance of 100.00 feet to the Point of
 Beginning. Tract No.140 containing 64.3 acres, more or less.

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A. **PUBLIC STREETS AND UTILITY EASEMENTS**

The owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the owner does hereby dedicate to the public the utility easements designated as “easement” or “utility easement” for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, water lines and cable television lines, together with all fittings, including the poles, wires conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across, and along all of the utility easements depicted on the plat for the purpose of furnishing water and/or sewer services to the area included in the plat. The owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable the supplier of any affected utility service, that within the roads and utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed erected, installed or maintained, provided however nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences and walls that do not constitute an obstruction.

B. **Utility Service**

1. Underground lines for the supply of electric, telephone and cable television services may be located within the road easements of the subdivision. Elsewhere throughout the subdivision street light poles or standards may be served by underground cable. All supply lines including electric, telephone and cable television shall be located underground in the easements dedicated for general utility services and in the rights of way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages may also be located in easements and roadways. Overhead lines may be placed in Lot 3 in the utility easement #4 shown on the accompanying plat.

2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable or service line to a particular structure, the supplier or service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right of way easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric service, telephone and cable television services, through its agents and employees, shall at all times have right of access to all easement ways shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television installed by the supplier or the utility service.
4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by the acts of the owner or his agents or contractors.
5. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier or the electric, telephone or cable television and the owner of the lot agrees to be bound hereby.