

FINAL PLAT OF

The Ridge

AN ADDITION TO OSAGE COUNTY IN LOT 1 SECTION 35 AND LOT 4 SECTION 34,
TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, OKLAHOMA

OSAGE COUNTY
19.70 ACRES
27 LOTS
1 RESERVE
2 BLOCKS

OWNER
RINGLE DEVELOPMENT L.L.C.
5801 NORTH HIGHWAY 97
SAND SPRINGS, OK. 74063
PH (918) 637-2452

SURVEYOR
RINGLE PLANNING & SURVEYING INC.
5801 NORTH HIGHWAY 97
SAND SPRINGS, OK. 74063
PH (918) 245-5795

1-2010-000076 01/08/2010 2:41 pm
Book 1405 Page(s) 0814-0815
Fee: \$ 30.00 Doc: \$ 0.00
Derry Huxton - Osage County Clerk
State of Oklahoma

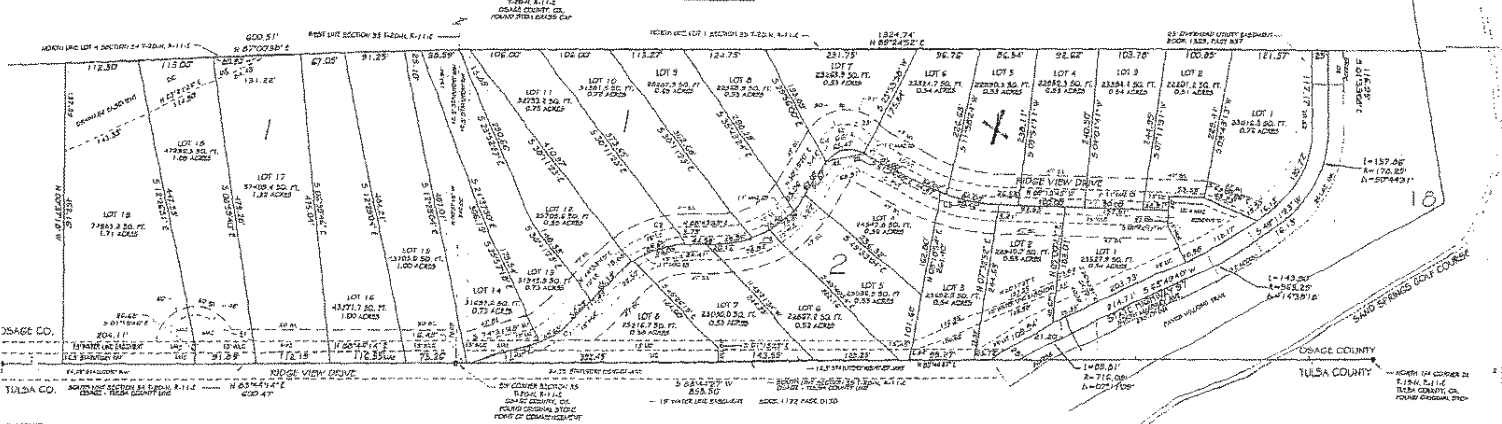


SCALE: 1" = 70'

PLAT NUMBER

191

- UD - UTILITY EASEMENT
- BL - BUILDING LINE
- L.A.L. - LIMITS OF NO ACCESS
- DE - EASEMENT
- RW - RIGHT-OF-WAY
- W.L. - WATER LINE AND UTILITY EASEMENT
- MA - MINERAL ACCESS EASEMENT AND UTILITY EASEMENT
- SE - SURVEY EASEMENT
- ES - EACH SIDE



ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS
BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE ATTACHED PLAT OF "THE RIDGE" ARE HEREBY ACCEPTED,
ADOPTED BY THE BOARD OF COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THIS 4TH DAY OF DECEMBER, 2010.

APPROVED BY THE CHAIRMAN OF THE BOARD OF COMMISSIONERS AND THE BOARD OF COMMISSIONERS OF OSAGE COUNTY, OKLAHOMA, THIS 4TH DAY OF DECEMBER, 2010.

Derry Huxton
CHAIRMAN
Derry Huxton
COUNTY CLERK

COUNTY TREASURER'S CERTIFICATE
I, JOYCE HATHCOCK, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING COUNTY TREASURER OF OSAGE COUNTY, STATE OF OKLAHOMA. THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES PAID FOR THE YEAR 2010 AND PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT OF "THE RIDGE" IN OSAGE COUNTY, OKLAHOMA; THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER.

IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THE INSTRUMENT TO BE EXECUTED AT PAWBUKA, OKLAHOMA, ON THIS 4TH DAY OF DECEMBER, 2010.
Joyce Hathcock
COUNTY TREASURER OSAGE COUNTY, OKLAHOMA

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL
"I CERTIFY THAT I HAVE APPROVED THE APPLICATION AND PLAN FOR A PLAT OF A RESIDENTIAL DEVELOPMENT WHICH IS ON FILE AT THE TULSA OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY, AND HEREBY APPROVE THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND PRIVATE SEWAGE SYSTEMS."
NOTE: ONCE PLAT APPROVAL HAS BEEN OBTAINED FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY, NO MAJOR SOIL MODIFICATION MAY OCCUR IN AN AREA DESIGNATED FOR SEPTIC SYSTEM DISPOSAL.

RESTRICTIONS TO APPROVAL: STATE APPROVED ON-SITE SYSTEMS ONLY
DATE: 11/30/10 SIGNED: *[Signature]*
DEPARTMENT OF ENVIRONMENTAL QUALITY
ENVIRONMENTAL SPECIALIST

PLANNING COMMISSION APPROVAL
Scott Hamilton CHAIRMAN
PAWBUKA-OSAGE COUNTY METROPOLITAN AREA PLANNING COMMISSION, HEREBY CERTIFY THAT THE SAID COMMISSION DULY APPROVED THE ANNEXED MAP OF "THE RIDGE" ON THE 11TH DAY OF DECEMBER, 2010.
Scott Hamilton
CHAIRMAN OF THE PAWBUKA-OSAGE COUNTY METROPOLITAN AREA PLANNING COMMISSION

LINE TABLE

LINE	BEARING	DISTANCE
1	S 89° 10' 20" E	35.21'
2	N 77° 42' 44" E	27.88'

CURVE TABLE

CHORD	CHORD BEARING	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
1	150.00	48.87'	48.87'	S 89° 10' 20" W	17° 47' 27"
2	150.00	112.96'	112.96'	S 89° 10' 20" W	44° 09' 48"
3	150.00	182.90'	182.90'	S 89° 10' 20" W	69° 21' 14"
4	200.00	252.84'	252.84'	N 77° 42' 44" E	89° 44' 01"
5	200.00	332.78'	332.78'	N 77° 42' 44" E	110° 06' 51"

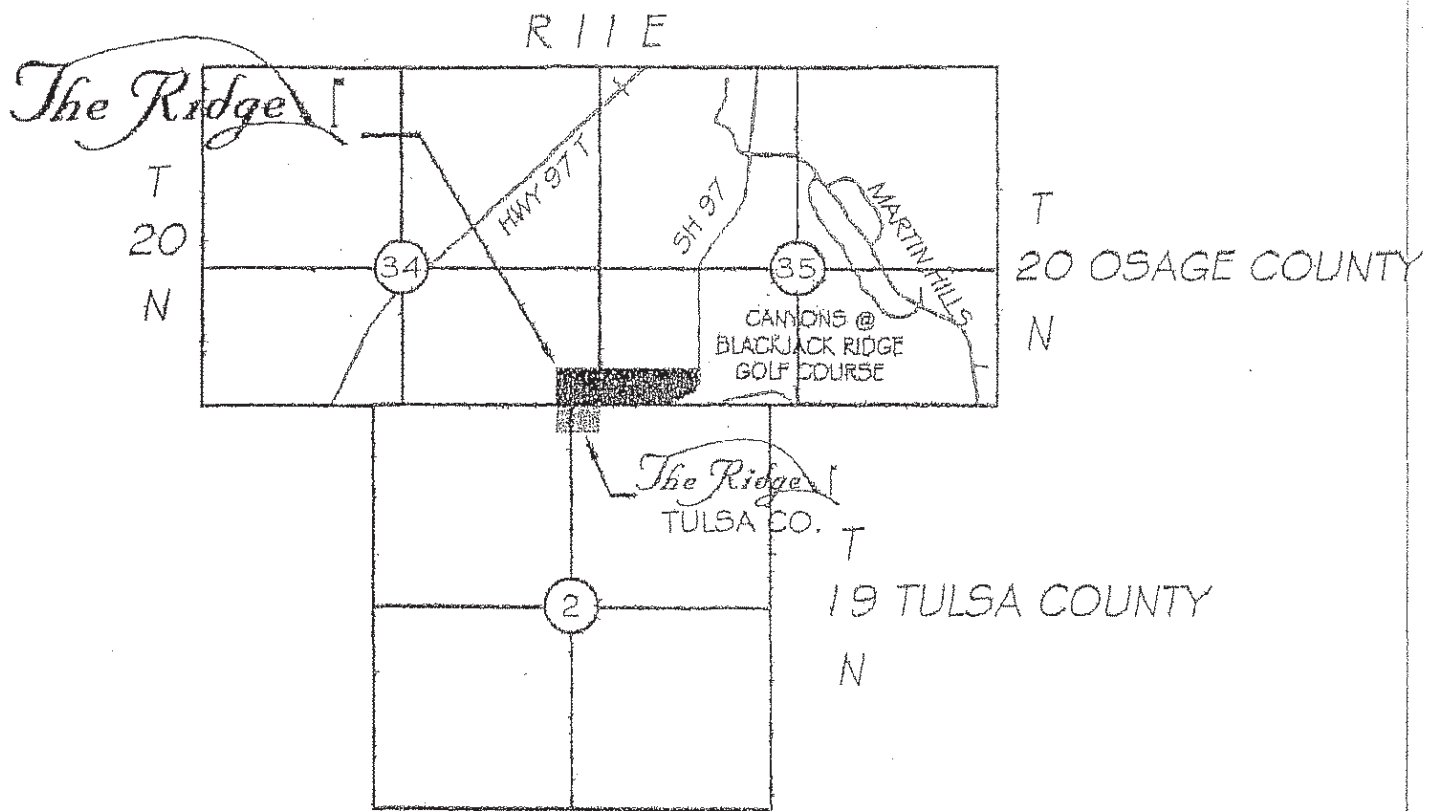
MONUMENTATION
3/8" IRON PIN W/CAF (PLS 1520)
SET AT ALL PROPERTY CORNERS
(UNLESS NOTED)
AFTER CONSTRUCTION

BASIS OF BEARINGS
THE BEARINGS AS SHOWN ARE
BASED ON THE SOUTH LINE OF
SECTION 35 T-20-N, R-11-E
S 88° 44' 27" W

FLOOD INFORMATION:
NO FLOOD HAZARDS ARE LOCATED ON THIS PROPERTY, SEEING AS ILLUSTRATED ON PLAN PANEL 4011821326K OSAGE CO DATED 04/02/2008

(CONTINUED)

THIS MAP OR PLAT MEETS OR EXCEEDS THE OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING



LOCATION MAP

(CONTINUED)

000076

Filed for record JAN 6, 2010 at 2:41 P.M., in the Office of the County Clerk of Osage County, State of Oklahoma. Recorded in Book 1408 Page 614.

THE RIDGE
PLAT #191

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That The Ringle Development L.L.C. (hereinafter called the "owner/developers"), now the record owners of the following described real property situated in the County of Osage, State of Oklahoma, to-wit:

A tract of land situated in Lot 1 Section 35 and in Lot 4 Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

All of Lot 1 Section 35 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma lying West of State Highway 97 and The East 600 feet of Lot 4 of Section 34 T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma

and have caused said real property to be surveyed, staked and platted into lots, a reserve, 2 Blocks, and a street in conformity with the plat herewith and have caused the same to be named and designated "The Ridge", to Osage County, Oklahoma.

Now, Therefore, the undersigned owner does hereby dedicate for public use the street as shown on the accompanying plat and does further for public use forever, the easements (utility easements, water line easements) as shown for the several purposes of providing access, paving, drainage, constructing, maintaining, operating, repairing, removing and replacing any and all public or private utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with right of ingress and egress to and upon said easements and rights-of-way for uses and purposes aforesaid, together with similar rights in the street and mutual access easement shown on said plat, no building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown. Provided, however, that

the owner/developer hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines or other utilities public or private together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services or other utilities public or private to the area included in said plat and to any other areas. Utilities in place with existing filed easements shall be subject to the conditions of the original easement document (unless modified) and shall not be relieved of those conditions because of this dedication. The owner/developer also reserves the right to place signs, fencing, landscaping and any other appurtenances within the easements and right-of-ways. The owner/developer also reserves the right to all franchise fees generated from public or private utilities situated on this property.

Now, Therefore, the undersigned owner, for the purpose of providing an orderly development of the real property above described, and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned owner, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall be covenants running with the land and creates the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the owner of the above described properties and its successors in title.

SECTION I. EASEMENTS AND UTILITIES

1. In connection with the provisions of water service, all of the lots are subject to the following provisions, to-wit:
 - (A) The owner of each lot shall be responsible for the protection of the public water mains located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas and street right-of-ways.
 - (B) The City of Sand Springs or its successors will be responsible for ordinary maintenance of public water mains, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
 - (C) The City of Sand Springs or its successors through its proper agents and employees shall at all times have the right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water facilities.
 - (D) The foregoing covenants concerning water facilities shall be enforceable by the City of Sand Springs or its successors, and the owner of each lot agrees to be bound hereby.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- A. Overhead pole lines for the supply of electric, telephone and cable television service may be located along state highway the south and west side of the subdivision. All supply lines shall be located underground, in easements dedicated for general utility services as depicted on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easements.
- B. All supply lines in the subdivision include electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and street shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
- C. Except for houses on lots described in paragraph 1 above, which may be served from overhead electric service lines, underground service cables and gas service lines to all houses which may be located on all lots in this subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon the lot; provided that, upon installation of a service cable or gas service line to a particular house, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement from the service pedestal or transformer or gas main to the service entrance on the house.
- D. The supplier of electric, telephone, cable television, and gas services, through its authorized agents and employees shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it.
- E. The owner of the lot shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
- F. The foregoing covenants concerning underground electric, telephone and cable television facilities shall be enforceable by the supplier of the electric, telephone or cable television service, and the owner of the lot agrees to be bound hereby.

3. SURFACE DRAINAGE

Each lot shall receive and drain in an unobstructed manner the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstruction which would impair the drainage of storm and surface waters over and across said lot.

4. LIMITS OF NO ACCESS

The undersigned owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to State Highway 97, outside the bounds designated as "Access" as shown on the accompanying plat, which "Limits of Access" may be amended or released by the Osage County Planning Commissions of the Oklahoma Department of Transportation or its successors or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

5. MUTUAL ACCESS EASEMENT (PRIVATE STREET)

The mutual access easement is for the purpose of providing ingress and egress to all of the lots in The Ridge and those certain lots adjacent to The Ridge situated in Tulsa County, along with their invitees, guests, agents and independent contractors. The easement shall also provide access to all emergency services, public and private utility services, all government agencies, postal and parcel services. The easement contains the street named Ridgeview Drive. The mutual access easement shall be maintained by The Ridge Home Owners Association. The mutual access easement also contains a utility easement as described above.

A paved street along with drainage appurtenances, constructed by the developer, shall be confined to the mutual access easement, and shall be jointly maintained by The Ridge Homeowners Association. Required maintenance shall be determined by a majority vote of the Home Owners Association. Each lot owner is bound to pay its proportionate share of the maintenance of the street and drainage structures.

The rights along with the restrictions of the mutual access and utility easement shall be binding on and enforceable by the owners of lots situated in The Ridge along with the Home Owners Association, their successors or assigns, in title.

- 6. Drainage Easement: The developer reserves an easement over this area for future regional drainage facilities.

SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. HOME OWNERS' ASSOCIATION

Home Owners' Association: the owner and developer shall cause to be formed an association of all owners of the lots within the ridge master plan (to be known as "The Ridge Home Owners' Association", and hereinafter referred to as "RHOA) to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining reserve "A", the mutual access easement which includes the paved street and associated culverts, common areas, including, but not without limitation the common areas, landscaping, gates, pillars, gate opening devices, street lights, fencing, entryways, reserves, storm sewers, park areas, detention facilities, any other facility that is common to homeowners in The Ridge, and enhancing the value, desirability and attractiveness of The Ridge.

- A. Membership: Every person or entity who is a record owner of the fee interest of a lot in The Ridge shall be a member of the RHOA. Membership shall be mandatory and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership.
- B. Covenant for assessments: The owner and each subsequent owner of a lot, by acceptance of a deed therefore, covenants and agrees to pay the duly authorized and approved dues and assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the owner/developer prior to the conveyance of a lot within The Ridge. Failure to pay shall constitute a lien right in favor of the RHOA.
- C. Certain rights of the association: Without limitation of such powers and rights as the association may have, the association shall be deemed a beneficiary, the same extent as a property owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a property owner.

2. ARCHITECTURAL COMMITTEE.

- A. An architectural committee (to be known as The Ridge Architectural Committee and hereinafter referred to as RAC) will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. Alan Ringle, Susan Ringle shall be the designated Architectural Committee. An additional member may be appointed, by mutual agreement, control of the committee may be transferred to the RHOA.
- B. No building shall be erected, placed, or altered on any lot in The Ridge until the floor plan, exterior elevation and material thereof, and plot plan, which plot plan shows the location and facing of such building, all of which have been drawn by a professional architect or home designer, and have been approved in writing by the RAC. In the event the architectural committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted to it as herein required within fourteen (14) days after

such submission, such approval shall not be required. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision, and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected, and the harmony thereof with the surrounding area. The RAC shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. The powers and duties of the committee or its designated representatives shall cease on December 1, 2050. Thereafter the approval described in this covenant shall not be required unless prior to said date, or effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the powers as previously exercised by the committee for such period as may be specified in the instrument.

3. Covenant violations letter: Prior to selling or conveying any lot and/or home the seller must request a letter from RHOA stating that, to the best of their knowledge, the particular lot/home does not have past due dues, assessments, or covenant violations.
4. Square feet. Living area of shall be 2,900 square feet for single story and 3000 square feet for one and one-half and two story homes. The computation of living area shall not include garages, basements, detached living spaces, or attics. Living space shall be measured horizontally at the top plate line from the face of the outside walls. Living area must average at least 7 feet 6 inches. Areas less than 5 feet in height shall not be considered living area.
5. Stem Walls. Concrete stem walls shall be covered with brick, natural stone or stucco.
6. Driveways. The driveway surface shall be built and maintained with asphalt, concrete, brick, or stone pavers. The threshold structure (which contains the drainage pipe for bar ditch drainage) shall be built with the same material used on the residence, and according to the plan established and provided by the RAC, other materials may be approved upon written request to the RAC.
7. Off Street Parking. Each lot shall provide an additional four (4) off street parking spaces.

- 8. Garages.
 - A. Garage providing for a minimum of two automobiles, completely enclosed, shall be provided on each lot.
 - B. Carports are not permitted.
 - C. Glass in garage doors is not permitted.

- 9. Pre-existing buildings. No pre-existing or off-site built residence may be moved onto any lot.

- 10. Out Buildings. Out buildings such as storage sheds, playhouses, service personnel living quarters, pool houses, or other permanent structures shall only be built with prior written approval from the RAC. If approved, they shall be compatible in material and style with the primary residence and located outside any building line or easement.

- 11. Fences.
 - A. No fencing shall extend beyond the front building line, or the side building line on a corner lot, of any residence, except as noted in paragraph "E" below.

 - B. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner of the home, except as noted in paragraph "E" below.

 - C. Perimeter fences shall be brick, natural stone, wrought iron or chain link. If a chain link fence is to be built, the links shall be either green or black, and the vertical and horizontal support rails, including gates, shall be wood (per the pre-approved detail provided by the RAC). Painted fences shall have the color approved by the RAC prior to construction (except for black or dark gray in the case of wrought iron. Fencing is an important visual consideration for The Ridge, so if questions arise call the RAC for design guidelines.

 - D. Interior fencing such as fencing to provide security for swimming pools may be wood privacy fencing. Interior fencing must be outside of any front, side, or rear building line or easement.

 - E. Ornamental fences only, not exceeding three and one half (3.5) feet in height, compatible with the architecture of the residence, may be built forward of the building line shown on the plat with written approval of the Architectural Committee.

 - F. No fence shall exceed 7' in height.

 - G. Barbed wire fencing is not permitted.

12. Roof and Shingles. Residences shall have a roof pitch of at least 7/12 over 75% of the roof area. A roof pitch of less than 6/12 is not permitted except for porches or covered patios, which may have a minimum pitch of 4/12. Shingles may be wood, heavy duty organic or inorganic composition shingle, or tile. If a composition shingle is used, the color designation by the manufacturer shall be "weathered wood". The RAC may approve, upon written request only, exceptions to these roof material and pitch requirements. Approval may be granted when deemed appropriate by the committee to recognize historical architectural styles, or significant physical characteristics of a house plan or building site.
13. Masonry. The front elevation of each residence built in The Ridge shall have a minimum of 80% masonry (brick, natural stone, or stucco), excluding windows and doors. The minimum masonry on the residence shall be 75%. The Architectural Committee may approve, upon written request, an exception to this provision to recognize historical architectural styles, or significant physical characteristics of a house plan or building site.
14. Pools. Outdoor swimming pools shall be in-ground and permanent. However, due to terrain considerations, portions of the pool may be above-ground level. Children's wading or play pools of a temporary nature are permitted. Lots with swimming pools shall provide sufficient security fencing. Swimming pool ancillary equipment shall be shielded from view of adjacent property owners and the streetscape.
15. Lighting. Exterior lighting, except temporary seasonal decorative lighting (45 days or less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures.
16. Retaining Walls. Retaining walls shall be brick, stone, or stucco. Railroad tie retaining walls are not permitted. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.
17. Washing out of concrete trucks. There shall be no washing out of ready mix concrete trucks on any property except on that property where the concrete is being used. The owner of the lot, which the concrete is intended, shall be held responsible for violation of this covenant.
18. Antennas. Outside electronic reception devices, other than 20" satellite dishes, shall be confined to the backyard and shielded from view of adjoining property owners. Equipment that interferes or obstructs area television, cell phone, or satellite reception is prohibited.

19. Recreational Vehicles. Boats, trailers, campers, inoperative vehicles, and other large recreational equipment shall not be stored on any lot for a period exceeding 48 hours per week unless it is confined to the back yard with sufficient fencing to shield its view from adjoining property owners. Motor homes may only be parked in the back yards of residences with a seven (7') feet high privacy fence, and shall be parked a minimum of twenty five (25') from any property line.
20. Clothes line. Exposed clothes line poles or outdoor clothes drying apparatus are not permitted.
21. Clean Lots. The owner of each lot and/or residence shall keep the same free from rubbish, litter, and noxious weeds. All trash, garbage, rubbish, or litter shall be kept in containers adequate for that purpose and shall be stored and concealed from view until the designated date for collection.
22. Upkeep. All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times.
23. Signs. No sign or advertisement shall be placed or maintained on any lot longer than 24 hours, except that neatly painted real estate signs of standard size may be placed in the front yard of a residence that is "For Sale". Notwithstanding the above, developer shall be allowed to install any sign(s) necessary for the purposes connected with the development.
24. Garage/Yard Sales. Garage/Yard sales or other similar types of sales are limited to two (2) per lot owner each twelve (12) month period unless approved by the Homeowners Association.
25. Mailbox. So long as a rural type mailbox is in use in The Ridge by the United States Postal Service, all mailboxes, mailbox pedestals and location shall conform in design to the specific plan approved by the RAC. The bottom of the mailbox shall be 38 inches from street level.
26. Fireplace. All non-masonry fireplace chimneys shall have an architectural committee approved single style terminator cap.
27. Rooftop Protrusions. Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted flat black.
28. Storage and materials. No lot shall be used for the storage of materials for a period greater than thirty (30) days prior to the start of construction. Construction shall be complete within nine (9) months. The owner of a lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

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29. Landscape. Large open bare spaces shall be sodded or seeded within 60 days of occupancy. Artificial plants are not permitted.
 30. Minimum Trees. If a lot does not have a minimum of 2 existing trees in what will be the front yard and 2 existing trees in what will be the rear yard, the lot owner/builder, within 60 days of completion of construction, shall plant 3" caliper trees (measured six inches from the base of the tree) to fulfill the required number of trees under this covenant.
 31. Irrigation Systems. Large landscaped areas shall be maintained with the installation of an irrigation system, particularly those located adjacent to the residence. Full yard irrigation systems are not required. Care and protection of tree root structures during installation of an irrigation system is essential. Excessive watering or naturally occurring forest lands may be harmful to the trees.
 32. Lot Splits. Lot splits, if approved by the governing authority, shall not result in an increase in the number of lots under the plat of "The Ridge".
 33. Flag Poles and Flags. Each lot is permitted one flag pole, and it shall be located a minimum of thirty (30') feet from any property line. It shall not exceed thirty (30') feet in height. Flags flown are limited to one or more of the following; the official flag to the United States of America, the State of Oklahoma, an American Indian Tribe flag, or the flag of any State of Oklahoma public or private university or college. If a flag(s) is flown, the flag of the United States of America shall be included, and it will be displayed in the highest position on the pole.
 34. Screening of Ground Mounted Equipment. HVAC, solar heating equipment and pool equipment must be shielded from view of the streetscape and adjoining homes.
 35. Roof Mounted Equipment. Roof mounted equipment, including mechanical, air conditioning, and solar equipment, shall not be in view of the streetscape.
 36. Elevations. Residents with the same front architectural elevation shall not be visible one to the other.
 37. Animals. No livestock, poultry, or any other farm or exotic animals or reptiles shall be raised, bred, or kept at, in, or around any residence, or on any lot. Common household pets may be kept provided that they are not bred or maintained for commercial purposes. Pet dogs and cats are limited to three each per household. When off the premises of the pet's owner, the pet shall be under active control (such as on a leash).
 38. Side yard minimum. Side yard set backs shall be seven and one half (7.5) feet on both sides providing a minimum of twenty (20') feet between structures. Covered front porches may extend up to 5 feet into the front building line.

- 39. Windows. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished (no mill finish).
- 40. Noise. Excessive noise that intrudes on the peaceful enjoyment of a resident's property is not permitted. This provision includes barking dogs. The RHOA may establish a fair and equitable procedure, which may include lienable fines, to provide a means for enforcement of this provision.
- 41. Garbage. Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection.
- 42. Law Compliance. Each owner shall promptly and properly comply with all federal, state, county, or local laws, statutes, ordinances, rules, and regulations regarding use and occupancy of owner's property and construction and maintenance of any improvements thereon, including, but not limited to, applicable zoning, land use, and health and safety issues.
- 43. Leasing. In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the RHOA, and the terms and conditions of the restrictive covenants set forth herein. Owner shall provide a copy of the covenants to tenant. The owner shall insure that the tenant complies with the covenants and requirements herein; and shall provide the undersigned owner/developer and the then president of the association with the name and phone number of the tenant and the address and phone number where the lot owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he is aware that compliance with the terms and conditions of the covenants is the owners ultimate responsibility regardless of any agreement between the owner and the tenant and any action or inaction on the part of the tenant.
- 44. Construction. The work of constructing, altering or remodeling any structure or improving any lot or lots shall be prosecuted diligently from the commencement until the completion thereof.
- 45. Rebuilding. Any dwelling or other structure on any lot which is fully or partially destroyed or damaged by fire, storm or any other means, must be fully rebuilt, repaired or removed with nine (9) months after the date such destruction or damage occurs unless an extension in writing is obtained from the architectural committee.
- 46. Recreational Vehicles. Three wheelers, four wheelers, dune buggies, and other similar recreational vehicles shall not be operated on public or private streets.

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47. Additional Covenants. It is anticipated that additional covenants will become necessary to protect property values. They may be adopted by the owner/developer, or the RHOA. If adopted by the RHOA, sixty (60%) per cent approval of the membership is required. Such covenants shall be filed of record at the county court house, and upon filing, become a fully enforceable part of these covenants.

48. These restrictive covenants together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor or any successor in title to enforce any given restriction, covenant, or condition, at any time or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in The Ridge or the overall appearance of The Ridge master plan subdivision. The Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, OR TERMINATION AND SEVERABILITY

1. Enforcement and Duration

The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned owner/developer, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If the undersigned owner/developer, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for Osage County, Oklahoma or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

2. Amendment, or Termination

The owner/developer of The Ridge retains the right at its sole discretion and without joinder of any of the owners of any other lot at any time, so long as it is owner of one or more lots, to

amend, revise or abolish any one or more of the above covenants and restrictions contained by instrument duly executed and acknowledged by it as owner and developer and filed in the County Clerk's office at Osage County, Oklahoma. The owner and developer may assign this reservation to the association. However, the by-laws and certificate of incorporation of the association shall provide that a (any) covenant shall not be changed, abolished, or adopted unless approved by sixty (60) percent of the members of the RHOA.

3. Severability

These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance or this instrument void, or unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, or RHOA to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy nor a modification of these restrictions and protective covenants.

4. Definitions

In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the Osage County zoning code as the same existed on January 1, 2000 or as subsequently amended.

In Witness Whereof, "Ringle Development L.L.C." has executed this instrument on this 5th day of January, 2010.

SEAL
Attest:

Ringle Development L.L.C.
A Limited Liability Company
By: It's Member Manager, Alan J. Ringle
By: Alan J. Ringle

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th day of January, 2010, personally appeared Alan J. Ringle to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its member/manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

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

Amy Armstrong, Notary Public,
My commission expires: May 5th, 2012
Commission #08004857

SEAL

CERTIFICATE OF SURVEY

I, Alan J. Ringle of Ringle Planning and Surveying Inc., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "The Ridge", a subdivision in the County of Osage, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Executed this 5th day of January, 2010.

SEAL

Alan J. Ringle
Alan J. Ringle, Oklahoma RLS 1520

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me this 5th day of January, 2010, by Alan J. Ringle.

SEAL
My Commission Expires: May 5th, 2012
Commission #08004857

Amy Armstrong, Notary Public

ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS

Be it resolved by the Board of Commissioners of Osage County, Oklahoma, that the dedications shown on the attached plat of "The Ridge" are hereby accepted.

Adopted by the Board of Commissioners of Osage County, Oklahoma, this 4th day of January, 2010.

Approved by the Chairman of the Board of Commissioners and the Board of Commissioners of Osage County, Oklahoma, this 4th day of January, 2010.

(CONTINUED)

SEAL

Scott Hilton, Chairman

Attest:

Denny Hutson, County Clerk

PLANNING COMMISSION APPROVA

I, Scott Hilton, Chairman of the Pawhuska-Osage County Metropolitan Area Planning Commission, hereby certify that the said commission duly approved the annexed map of "The Ridge" on the 14 day of December, 2009.

Scott Hilton, Chairman of the Pawhuska-Osage County Metropolitan Area Planning Commission

COUNTY TREASURER'S CERTIFICATE

I, Joyce Hathcoat, do hereby certify that I am the duly elected, qualified, and acting County Treasurer of Osage County, State of Oklahoma; that the tax records of said County show all taxes paid for the year 2010 and prior years on the land shown on the annexed plat of "The Ridge" in Osage County, Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer.

In witness whereof, said County Treasurer has caused the instrument to be executed at Pawhuska, Oklahoma, on this 6th day of January, 2010.

SEAL

Joyce Hathcoat, County Treasurer, Osage County, Oklahoma

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

"I certify that I have approved the application and plan for a plat of a residential development which is on file at the Tulsa office of the Department of Environmental Quality, and hereby approve this plat for the use of public water systems and private sewage systems."

NOTE: Once plat approval has been obtained from the Department of Environmental Quality, no major soil modification may occur in an area designated for septic system disposal.

Restrictions to approval: State approved on-site systems only

Date: 12/30/09

SEAL

Signed: Illegible, Department of Environmental Quality Environmental Specialist