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Filed for record January 20, 2004 at 3:50 P.M., in the Office of the  
County Clerk of Osage County, State of Oklahoma.  
Recorded in Book 1166 page 90.

WINDRIDGE  
PLAT # 166

CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land situated in the East Half of the Northwest Quarter (E/2 NW/4) and the North Half of the Northeast Quarter (N/2 NE/4) of Section 14, Township 20 North, Range 11 East of the I.B.M. Osage County, Oklahoma and being more particularly described as follows:

Commencing at the Northwest corner of the SE/4 NW/4 of said Section 14; Thence S 2 deg. 07'52"E along the west line of said SE/4 NW/4 a distance of 172.00 feet to the Point of Beginning; Thence N 88 deg. 09'19"E a distance of 580.00 feet; Thence N 2 deg. 07'52"W a distance of 172.00 feet to a point on the North line of said SE/4 NW/4; Thence N 88 deg. 09'19"E along said North line a distance of 194.32 feet; Thence N 43 deg. 35'19"E a distance of 126.81 feet; Thence N 14 deg. 52'43"E a distance of 144.11 feet; Thence N 30 deg. 56'21"E a distance of 239.43 feet; Thence N 32 deg. 42'54"W a distance of 145.13 feet; Thence N 23 deg. 34'58"E a distance of 119.54 feet to a point on the South line of the NE/4 NE/4 NW/4; Thence N 88 deg. 07'21"E along said South line a distance of 95.94 feet; Thence N 9 deg. 16'31"E along the East line of the Northwest diagonal half of the East 140 feet of the West 590 feet of said NE/4 NE/4 NW/4 a distance of 103.89 feet; Thence S 76 deg. 36'40"E a distance of 273.81 feet; Thence S 13 deg. 23'15"W a distance of 494.58 feet; Thence along a curve to the right with a radius of 320.00 feet a distance of 239.56 feet; Thence S 56 deg. 16'57"W a distance of 171.69 feet; Thence along a curve to the left with a radius of 330.00 feet a distance of 149.77 feet to a point of reverse curve; Thence along a curve to the right with a radius of 270.00 feet a distance of 112.94 feet; Thence S 54 deg. 14'46"W a distance of 147.66 feet; Thence along a curve to the right with a radius of 370.00 feet a distance of 29.86 feet; Thence S 58 deg. 52'14"W a distance of 73.24 feet; Thence S 31 deg. 7'46"E a distance of 159.83 feet; Thence along a curve to the right with a radius of

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200.00 feet a distance of 104.92 feet; Thence S 62 deg. 23'43"W a distance of 140.53 feet; Thence S 75 deg. 36'14"W a distance of 158.65 feet; Thence S 89 deg. 30'26"W a distance of 156.45 feet; Thence N 72 deg. 11'24"W a distance of 260.05 feet to a point on the West line of said SE/4 NW/4; Thence N 2 deg. 07'52"W along the West line of said SE/4 NW/4 a distance of 456.10 feet to the Point of Beginning, property contains 15.24 acres more or less.

and has caused said real property to be surveyed, staked and platted into lots, blocks, and a street in conformity with the plat herewith and have caused the same to be named and designated "Windridge", to Osage County, Oklahoma.

Now, Therefore, the undersigned owner does hereby dedicate for public use the street shown on the accompanying plat and does further dedicate for public use forever, the easements as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public 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 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 reserve 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. Note utilities in place with existing filed easements shall be subject to the conditions of the original easement document 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.

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.

(continued)

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 on said lot, covering a five-foot strip extending 2.5 feet on each side of the service cable or line, extending 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, designated as "limits of no access" (LNA) as shown on the accompanying plat, which "limits of no access" may be amended or released by the Osage County Planning Commission or the Oklahoma Department of Transportation or its successors or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

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## 5. SEWAGE FACILITIES (ALL LOTS)

The following private sewage systems will be permitted in "Windridge" with the proper approval from the Oklahoma Department of Environmental Quality.

- A. Aerobic Systems are permitted by right.
- B. Septic systems are permitted with an approved perk test with a perk rate of more than 1" fall in 30 minutes.

## 6. POND EASEMENT (LOTS 12 & 13 BLOCK 1) ACCESS EASEMENT (LOTS 8, 9, 10, 11 & 13 BLOCK 1)

The developer has deemed to exist an access and flowage easement across the area designated as "pond easement" within the plat and across the adjacent pond to the west, situated below the spillway elevation of the pond as it now exists. The pond easement is reserved as an access and flowage easement and shall permit access to the existing pond by the referenced lots, unplatted lands to the north (under developer control) and to others properties to the west that own a portion of the pond.

- A. Each property owner abutting the pond and Lots 7 thru 13 and unplatted lands (under developer control) North of the pond and or their assigns shall have the right to use and enjoy the pond below the spillway elevation on each respective property. The Grantor has also deemed to exist a 10' access easement over portions of Lots 8, 9, 10, 11 and 13. The access easement shall provide pond access to the lots and unplatted lands (under developer control) north of the pond. No fences shall be permitted in this easement that may restrict access to any portion of the pond.
- B. Maintenance of the existing pond, associated dam and spillway to its current status shall be shared equally by each adjoining landowner to the pond and Lots 7 thru 13 and future property owners that have access to the pond.
- C. Fishing is permitted in the pond so long as the fishing is consistent with the current Oklahoma Department of Wildlife Fishing regulations or as recommended by Oklahoma Department of Wildlife staff after a pond management review, whichever is more stringent. No gasoline motors are permitted on the pond. Docks are permitted so long as they are of sound construction, at least four feet by eight feet (4'x8') and constructed of pressure treated lumber. Docks must be continuously maintained.

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## 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 the west side of the addition unless they currently exist. 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 including 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 the 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

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D. The developer reserves the right to grant additional properties access to the pond.

7. SIGN EASEMENT The owner/developer reserves a perpetual sign easement on Lot 1, Block 1 and Lot 1, Block 2, this easement will be used for installation and maintenance of entry signage, landscaping, walls, fencing and other appurtenances.

## SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS

### ARCHITECTURAL COMMITTEE:

1. An Architectural Committee 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 and Susan Ringle shall be the designated Architectural Committee. An additional member may be appointed by mutual agreement.

2. No building shall be erected, placed, or altered on any lot 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 professionally and have been approved in writing by the Architectural Committee. 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 it's 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 Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder, and it's 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.

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3. **SQUARE FEET** Living area of shall be 1700 square feet for single story and 1900 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.
4. **STEM WALLS** Concrete stem walls shall be covered with brick, natural, stone, or stucco.
5. **DRIVEWAYS** The driveway surface shall be built and maintained with asphalt, concrete, brick, or stone. The culvert headwall 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 Architectural Committee. Other materials may be approved upon written request to the Architectural Committee.
6. **OFF STREET PARKING** Each lot shall provide an additional 4 off street parking spaces.
7. **GARAGES**
  - A. Garage providing for a minimum of two automobiles, completely enclosed, shall be provided on each lot.
  - B. Glass in garage doors is not permitted.
  - C. Side loading garages are encouraged.
8. **PRE-EXISTING BUILDINGS** No pre-existing or off-site built residence may be moved onto any lot.
9. **OUT BUILDINGS** Out Buildings such as storage sheds, garages, barns, service personnel living quarters, pool houses, or other permanent structures are permitted however they shall be built with prior written approval from the Architectural Committee and shall comply with item 2 above.
10. **FENCES**
  - A. No fencing shall extend beyond the front building line, or the side building line on a corner lot, or 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.

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C. Perimeter fences shall be brick, natural stone, wood, 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 Architectural Committee). Painted fences shall have the color approved by the Architectural Committee prior to construction (except for black or dark gray in the case of wrought iron).

D. 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.

E. Fence Height. No fence shall exceed 7' in height.

11. 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 Architectural Committee may approve, upon written request, exceptions to these roof material and pitch requirements.

12. MASONRY The front elevation of each residence shall have a minimum of 50% masonry (brick, natural stone, or stucco), excluding windows and doors. The minimum masonry on the residence shall be 50%. The Architectural Committee may approve, upon written request, an exception to this provision.

13. ANTENNAS Outside electric reception devices, other than 20" satellite dishes, shall be confined to the backyard and shielded from view of adjoining property owners.

14. 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 or screening to shield its view from adjoining property owners. Motor homes may only be parked in garages or the back yards of residences with a seven (7') feet high privacy fence.

15. CLOTHES LINE Exposed clothes line poles or outdoor clothes drying apparatus are not permitted.

16. 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.

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17. **UPKEEP** All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times.

18. **SIGNS** No sign or advertisement of any kind 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, developers shall be allowed to install any sign(s) necessary for the purposes connected with the development.

19. **MAILBOX** So long as a rural type mailbox is in by the United States Postal Service, all mailboxes and mailbox shall conform in design to the specific plan approved by the Architectural Committee. The location shall conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the front face is within the approach area of the driveway adjacent to the street, and located so that deliveries can be made by postal service vehicles without blocking the street.

20. **FIREPLACE** All non-masonry fireplace chimneys shall have an Architectural Committee approved single style terminator cap.

21. **ROOFTOP PROTRUSIONS** Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted flat black.

22. **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.

23. **LANDSCAPE** Large open bare spaces shall be sodded or seeded within 60 days of occupancy.

24. **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 "Windridge".

25. **SCREENING OF GROUND MOUNTED EQUIPMENT** HVAC, Solar heating equipment and pool equipment must be shielded from view of the streetscape and adjoining homes.

26. **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 two each per household. When off the premises of the pet's owner, the pet shall be under active control (such as on a leash).

27. **SIDE YARD MINIMUM** Side yard set backs shall be twenty (10') feet on both sides providing a minimum of twenty (20') feet between structures.
28. **WINDOWS** If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished (no mill finish).
29. **NOISE** Excessive noise between 11:00 PM and 7:00 AM that intrudes on the peaceful enjoyment of a resident's property is not permitted. This provision includes barking dogs.
30. **GARBAGE** Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection.
31. **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.
32. **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.
33. **REBUILDING** Any dwelling or other structure on any lot which is fully or partially destroyed or damages by fire, storm or any other means, must be fully rebuilt, repaired or removed within nine (9) months after the date such destruction or damage occurs unless an extension in writing is obtained from the Architectural Committee.
34. **PROPANE TANKS** Propane tanks may be situated under ground or shall be screened from the street and adjacent homes.
35. 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

(continued)

modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in Windridge or the overall appearance of the 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.

36. The "Owner/Developer" of "Windridge" retains the right at its sole discretion and without joinder of any of the owners of any other lot at any times, so long as it is owner or 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.

### 37. HOME OWNERS' ASSOCIATION.

A. Home Owners' Association: The owner and developer shall cause to be formed an association of all owners of the lots within the Windridge masterplan (to be known as "The Windridge Home Owners' Association", and hereinafter referred to as "WHOA") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, landscaping, fencing, entryways, reserves, storm sewers, conservation easement, street lights, park areas, detention facilities, any other facility that is common to homeowners in Windridge, and enhancing the value, desirability and attractiveness of Windridge.

B. Membership: Every person or entity who is a record owner of the fee interest of a lot in Windridge shall be a member of the WHOA, 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.

C. Covenant for Assessments: The owner (developer excluded) 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 Windridge. Failure to pay shall constitute a lien right in favor of the WHOA.

D. Certain Rights of the Association: Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary, to 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.

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### 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 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. 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 of 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 successors in title 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.

#### 3. 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, 2004 or as subsequently amended.

IN WITNESS WHEREOF, "Ringle Development L.L.C." has executed this instrument on this 20<sup>th</sup> day of January, 2004.

(continued)



RINGLE DEVELOPMENT L.L.C.  
A LIMITED LIABILITY COMPANY

SEAL

ATTEST BY:

BY: IT'S MEMBER MANAGER, ALAN J. RINGLE

BY: Alan J. Ringle  
Alan J. Ringle

STATE OF OKLAHOMA     )  
                                      ) SS  
COUNTY OF OSAGE        )

Before me, the undersigned, a notary public in and for said County and State, on this 20<sup>th</sup> day of January, 2004, 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.

Kelly Jo Chouteau, Notary Public  
My commission expires 11-7-05  
Commission #01018387

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 "Windridge", 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 20<sup>th</sup> day of January, 2004.

Alan J. Ringle

SEAL

(continued)

STATE OF OKLAHOMA     )  
                                       ) SS  
 COUNTY OF OSAGE        )

The foregoing Certificate of Survey was acknowledged before me this 20<sup>th</sup> day of January, by Alan J. Ringle.

Kelly Jo Chauteau, Notary Public,  
 My commission expires 11-7-05  
 Commission #01018387

SEAL

#### 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 "Windridge" are hereby accepted.

Adopted by the Board of Commissioners of Osage County, Oklahoma, this 20<sup>th</sup> day of January, 2004.

Approved by the Chairman of the Board of Commissioners and the Board of Commissioners of Osage County, Oklahoma, this 20<sup>th</sup> day of January, 2004.

Scott Hilton  
 Chairman

SEAL

Attest: Denny Hutson, County Clerk

#### PLANNING COMMISSION APPROVAL

I, Howard M. Pattison, Director of the Pawhuska-Osage County Metropolitan Area Planning Commission hereby certify that the said Commission duly approved the annexed map of "Windridge" on the 10<sup>th</sup> day of November, 2003.

Howard M. Pattison  
 Director of the Pawhuska-Osage County Metropolitan Area Planning Commission

SEAL

(continued)

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 annexed plat of "Windridge" in Osage County, Oklahoma; that the required statutory security has been deposited in the office of the County Treasurer.

Joyce Hathcoat,  
County Treasurer, Osage County, Oklahoma

SEAL

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: Aerobic Systems only.

Date: January 9, 2004

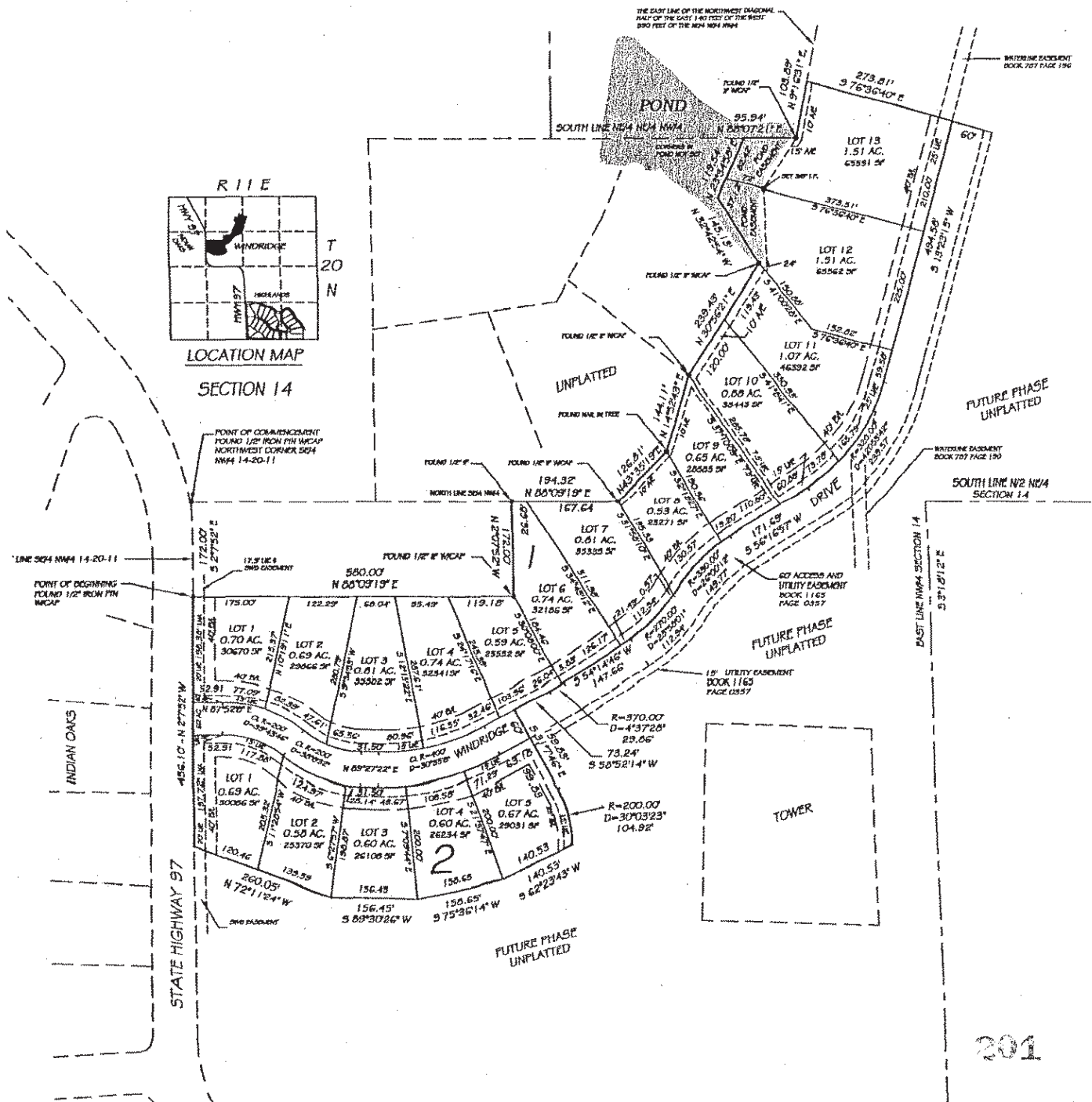
Signed: Joe Drummond EP 3 Department of Environmental Quality

SEAL

FINAL PLAT OF

# WINDRIDGE

AN ADDITION TO OSAGE COUNTY IN THE E/2 NW/4 AND THE N/2 NE/4 OF SECTION  
14, TOWNSHIP 20 NORTH, RANGE 11 EAST, OSAGE COUNTY, OKLAHOMA





006180

Filed for record JUL 18 2007 at 1:15 P.M., in the Office of the  
County Clerk of Osage County, State of Oklahoma.  
Recorded in Book 1318 page 458.

"WINDRIDGE II" PLAT No. 182

**CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land situated in the N/2 of Section 14, T-20-N, R-11-E, of the I.B.M., Osage County, Oklahoma, and being more particularly described as follows:

Commencing at the government brass cap marking the Northeast corner of the NW/4 of Section 14; Thence N88°37'48"E along the North line of the NE/4 a distance of 260.46 feet; Thence S13°23'15"W a distance of 391.88 feet; Thence S76°36'40"E a distance of 260.00 feet; Thence S13°23'15"W a distance of 482.00 feet to the Point of Beginning; Thence continuing S13°23'15"W a distance of 134.90 feet; Thence N76°36'40"W a distance of 200.00 feet, to a point on the East line of Windridge Drive; Thence S13°23'15"W along the East line of Windridge Drive a distance of 60.00 feet; Thence S76°36'40"E a distance of 200.00 feet; Thence S13°23'15"W a distance of 229.00 feet to the South line of the N/2 NE/4; Thence S88°25'37"W along said South line a distance of 136.69 feet, to the SW corner N/2 NE/4; Thence S03°18'12"E along the East line NW/4 a distance of 134.65 feet; Thence S48°23'31"W a distance of 433.01 feet to a property line; Thence S89°59'22"W along a property line a distance of 75.00 feet, to a property corner; Thence S00°00'40"E along a property line a distance of 70.00 feet; Thence S57°35'21"W a distance of 216.82 feet; Thence along a curve to the left, with a radius of 260 feet, a central angle of 22°18'01", a tangent bearing of N08°49'45"W, a distance of 101.20 feet; Thence N31°07'46"W a distance of 99.83 feet to a point on the South line of Windridge Drive; Thence N58°52'14"E along the South line of Windridge Drive a distance of 13.24 feet; Thence continuing along said South line of Windridge Drive, along a curve to the left with a radius of 430.00 feet, a central angle of 4°37'28" a distance of 34.71 feet; Thence N54°14'46"E along said South line a distance of 147.66 feet; Thence continuing along said South line along a curve to the left with a radius of 330.00 feet, a central angle of 23°58'01" a distance of 138.04 feet; Thence continuing along said South line Windridge Drive along a reserve curve with a

(continued)

radius of 270.00 feet, a central angle of 26°00'12", a distance of 122.54 feet; Thence N56°16'57"E continuing along said South line a distance of 171.69 feet; Thence continuing along said South line, becoming the East line of Windridge Drive along a curve to the left with a radius of 380.00 feet, a central angle of 42°53'42" a distance of 284.49 feet; Thence 13°23'15"E continuing along said East line Windridge Drive a distance of 272.58 feet; Thence S76°36'40"E a distance of 200.00 feet to the Point of Beginning.

and has caused said real property to be surveyed, staked and platted into lots, blocks, and a street in conformity with the plat herewith and have caused the same to be named and designated "Windridge II", to Osage County, Oklahoma.

Now, Therefore, the undersigned owner does hereby dedicate for public use the street shown on the accompanying plat and does further dedicate for public use forever, the easements as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public 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 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. Note utilities in place with existing filed easements shall be subject to the conditions of the original easement document 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.

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.

(continued)

## **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 only where they currently exist. 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 including 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 the 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

(continued)

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 on said lot, covering a five foot strip extending 2.5 feet on each side of the service cable or line, extending 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 it's 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. SEWAGE FACILITIES (ALL LOTS)**

The following private sewage systems will be permitted in "Windridge" with the proper approval from the Oklahoma Department of Environmental Quality.

A. Aerobic systems are permitted by right.

B. Septic systems are permitted with an approved perk test with a perk test rate of more than 1" fall in 45 minutes.

(continued)



## **5. SIGN EASEMENT**

The owner/developer reserves a perpetual sign easement on Lot 1, Block 4. This easement will be used for installation and maintenance of entry signage, landscaping, walls, fencing and other appurtenances.

## **SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS**

### **ARCHITECTURAL COMMITTEE:**

1. An Architectural Committee 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 and Susan Ringle shall be the designated Architectural Committee. An additional member may be appointed by mutual agreement.

2. No building shall be erected, placed, or altered on any lot 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 professionally and have been approved in writing by the Architectural Committee. 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 Architectural Committee 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. Square feet living area of shall be 1900 square feet for single story and 2100 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.

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4. Stem Walls. Concrete stem walls shall be covered with brick, natural stone, or stucco.
5. Driveways. The driveway surface shall be built and maintained with asphalt, concrete, brick, or stone. The culvert headwall 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 Architectural Committee. Other materials may be approved upon written request to the Architectural Committee.
6. Off Street Parking. Each lot shall provide an additional 4 off street parking spaces.
7. Garages
  - A. Garage providing for a minimum of two automobiles, completely enclosed, shall be provided on each lot.
  - B. Glass in garage doors is not permitted.
  - C. Side loading garages are encouraged.
8. Pre-Existing Buildings. No pre-existing or off-site built residence may be moved onto any lot.
9. Out Buildings. Out buildings such as storage sheds, garages, barns, service personnel living quarters, pool houses, or other permanent structures are permitted however they shall only be built with prior written approval from the Architectural Committee and shall comply with item 2 above.
10. 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, wood, 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 Architectural Committee). Painted fences shall have the color approved by the Architectural Committee prior to construction (except for black or dark gray in the case of wrought iron).

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D. 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.

E. Fence Height. No fence shall exceed 7' in height.

11. 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 Architectural Committee may approve, upon written request, exceptions to these roof material and pitch requirements.

12. Masonry. The front elevation of each residence shall have a minimum of 75% 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.

13. Antennas. Outside electronic reception devices, other than 20" satellite dishes, shall be confined to the backyard and shielded from view of adjoining property owners.

14. 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 or screening to shield its view from adjoining property owners. Motor homes may only be parked in garages or the back yards of residences with a seven (7') feet high privacy fence.

15. Clothes line. Exposed clothes line poles or outdoor clothes drying apparatus are not permitted.

16. 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.

17. Upkeep. All structures, landscaping and improvements shall be maintained in good condition and in good repair at all times.

18. Signs. No sign or advertisement or any kind shall be placed or maintained on any lot longer than 24 hours, except that neatly painted real estate signs of standard size may be

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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.

19. Mailbox. So long as a rural type mailbox is in by the United States Postal Service, all mailboxes and mailbox shall conform in design to the specific plan approved by the Architectural Committee. The location shall conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the front face is within the approach area of the driveway adjacent to the street, and located so that deliveries can be made by postal service vehicles without blocking the street.

20. Fireplace. All non-masonry fireplace chimneys have an Architectural Committee approved single style terminator cap.

21. Rooftop Protrusions. Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted flat black.

22. 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.

23. Landscape. Large open bare spaces shall be sodded or seeded within 60 days of occupancy.

24. 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 "Windridge II".

25. Screening of Ground Mounted Equipment. HVAC, Solar heating equipment and pool equipment must be shielded from view of the streetscape and adjoining homes.

26. 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 two each per household. When off the premises of the pet's owner, the pet shall be under active control (such as on a leash).

27. Side Yard Minimum. Side yard set backs shall be twenty (20) feet on both sides providing a minimum of twenty (20') feet between structures.

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28. Windows. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished (no mill finish).

29. Noise. Excessive noise between 11:00 PM and 7:00 AM that intrudes on the peaceful enjoyment of a resident's property is not permitted. This provision includes barking dogs.

30. Garbage. Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection.

31. 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.

32. 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.

33. 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 within nine (9) months after the date such destruction or damage occurs unless an extension in writing is obtained from the Architectural Committee.

34. Propane Tanks. Propane tanks may be situated under ground or shall be screened from the street and adjacent homes.

35. 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 Windridge or the overall appearance of the 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.

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36. The "Owner/Developer" of "Windridge II" retains the right at its sole discretion and without joinder of any of the owners of any other lot at any times, 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.

37. Home Owners' Association.

A. Home Owners' Association: The owner and developer shall cause to be formed an association of all owners of the lots within the Windridge Masterplan (to be known as "The Windridge Home Owners' Association", and hereinafter referred to as "WHOA") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including, but not without limitation the common areas, landscaping, fencing, entryways, reserves, storm sewers, conservation easement, street lights, park areas, detention facilities, any other facility that is common to Homeowners in Windridge, and enhancing the value, desirability and attractiveness of Windridge.

B. Membership: Every person or entity who is a record owner of the fee interest of a lot in Windridge II shall be a member of the WHOA. 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.

C. Covenant for Assessments: The owner (developer excluded) 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 Windridge II. Failure to pay shall constitute a lien right in favor of the WHOA.

D. Certain Rights of the Association: Without limitation of such powers and rights as the association may have, the association shall be deemed a beneficiary, to 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 be same extent as a property owner.

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

1. Enforcement and Duration

(continued)

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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 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. 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 of 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, 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.

## 3. 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 July 1, 2007 or as subsequently amended.

IN WITNESS WHEREOF, "Ringle Development L.L.C." has executed this instrument on this 16<sup>th</sup> day of July, 2007.

Ringle Development L.L.C.  
A Limited Liability Company  
By: it's member manager, Alan J. Ringle

By: Alan J. Ringle

STATE OF OKLAHOMA     )  
  ) SS  
COUNTY OF OSAGE        )

(continued)

Before me, the undersigned, a notary public in and for said county and state, on this 16<sup>th</sup> day of July, 2007, 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.

Paula Mashunkashey, Notary Public  
My commission expires: 3-23-08 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 or land described above, and that the accompanying plat designated herein as "Windridge II", 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 16<sup>th</sup> day of July, 2007.

By: Alan J. Ringle  
Oklahoma PLS 1520

SEAL

STATE OF OKLAHOMA    )  
  )  
COUNTY OF OSAGE        )

The foregoing certificate of survey was acknowledged before me this 16<sup>th</sup> day of July, 2007, by Alan J. Ringle.

Paula Mashunkashey, Notary Public  
My commission expires 3-23-08

SEAL

### **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 "Windridge II" are hereby accepted.

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Adopted by the Board of Commissioners of Osage County, Oklahoma, this 16<sup>th</sup> day of July, 2007.

Approved by the Chairman of the Board of Commissioners and the Board of Commissioners of Osage County, Oklahoma, this 16<sup>th</sup> day of July, 2007.

Scott Hilton, Chairman

Attest: Denny Hutson, County Clerk

SEAL

#### **PLANNING COMMISSION APPROVAL**

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 "Windridge II" on the 9<sup>th</sup> day of July, 2007.

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 annexed plat of "Windridge II" 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 18<sup>th</sup> day of July, 2007.

Joyce Hathcoat

County Treasurer, Osage County, Oklahoma

SEAL

#### **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.

(continued)



Restrictions to Approval: State approved on-site systems only

Signed: Nicholas Huber  
Department of Environmental Quality  
Nicholas Huber, Environmental Specialist

SEAL

2/6

SURVEYORS AFFIDAVIT

1:2007-006319 07/23/2007 2:52 pm  
Book 1319 Page(s) 0081-0081  
Fee: \$ 13.00 Doc: \$ 0.00  
Dervy Hutson - Osage County Clerk  
State of Oklahoma



STATE OF OKLAHOMA

COUNTY OF Osage

ss.

I, Alan J. Ringle, of Ringle Planning and Surveying Inc., C/A 4164, expires June 30, 2009, a Professional Land Surveyor, Oklahoma # 1520 and being first duly sworn, allege and state as follows:

Whereas, the Undersigned, a Registered Land Surveyor in the State of Oklahoma, have discovered that there is a scrivener's errors on the Final Plat of "WINDRIDGE II", Plat # 182, an addition to Osage County, being a part of Section 14, Township 20 North, Range 11 East, State of Oklahoma, according to the recorded plat thereof.

Now, whereas, this document is being filed in the Clerks office of Osage County to correct the discrepancies enumerated as follows:

Final Plat of Windridge II, Sheet 2 of 2, Dated July 16, 2007 and filed in book 1318 page 0459 on July 18, 2007

Sentence 20 of Paragraph 2 of the legal description reads as follows:

CENTRAL ANGLE OF 42°53'42" A DISTANCE OF 284.49 FEET; THENCE 13°23'15"E CONTINUING ALONG SAID EAST LINE WINDRIDGE DRIVE A

Sentence 20 of Paragraph 2 of the legal description is corrected as follows:

CENTRAL ANGLE OF 42°53'42" A DISTANCE OF 284.49 FEET; THENCE N13°23'15"E CONTINUING ALONG SAID EAST LINE WINDRIDGE DRIVE A

Witness my hand and seal this 23rd day of July, 2007

Further affiant saith not/

Alan J. Ringle  
RINGLE PLANNING AND SURVEYING INC.  
C/A 4164, EXPIRES JUNE 30, 2009  
Alan J. Ringle, PLS #1520 OK



Seal

Subscribed and sworn to before me this 23<sup>rd</sup> day of July, 2007.

Nola R. Cloud  
Notary Public

My commission expires:

11-25-07



Ret. Susan Ringle  
5801 N Hwy 97  
Sand Springs OK 74063

006319

BK 1319PG0081

217  
I-2007-008320 07/23/2007 2:53 pm  
Book 1319 Page(s) 0082-0082  
Fee: \$ 13.00 Doc: \$ 0.00  
Denny Hutson - Osage County Clerk  
State of Oklahoma

Mailing address: Alan Ringle, 5801 North Hwy 97, Sand Springs, Oklahoma, 74063

800  
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12  
DB  
**CORRECTED GENERAL WARRANTY DEED**  
**TO CORRECT GENERAL WARRANTY DEED FILED BOOK 1318 PAGE 0457 OSAGE COUNTY, OK.**  
(Oklahoma Statutory Form)

THIS INDENTURE, Made this 23RD day of JULY 2007, between Alan J. Ringle and Susan A. Ringle, husband and wife, party of the first part, hereinafter called party grantor (whether one or more) and RINGLE DEVELOPMENT L.L.C., party of the second part, party grantee.

WITNESSETH: That in consideration of the sum of Ten and No/100 Dollars, receipt of which is hereby acknowledged, said party grantor does, by these presents, grant, bargain, sell and convey unto said party grantee, its heirs and assigns, all of the following described real estate, situated in the County of Osage, State of Oklahoma, to-wit:

A TRACT OF LAND SITUATED IN THE N/2 OF SECTION 14 T-20-N, R-11-E, OF THE I.B.M., OSAGE COUNTY, OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE GOVERNMENT BRASS CAP MARKING THE NORTHEAST CORNER OF THE NW/4 OF SECTION 14; THENCE N88°37'48"E ALONG THE NORTH LINE OF THE NE/4 A DISTANCE OF 260.46 FEET; THENCE S13°23'15"W A DISTANCE OF 391.88 FEET; THENCE S76°36'40"E A DISTANCE OF 260.00 FEET; THENCE S13°23'15"W A DISTANCE OF 482.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S13°23'15"W A DISTANCE OF 134.90 FEET; THENCE N78°36'40"W A DISTANCE OF 200.00 FEET, TO A POINT ON THE EAST LINE OF WINDRIDGE DRIVE; THENCE S13°23'15"W ALONG THE EAST LINE OF WINDRIDGE DRIVE A DISTANCE OF 60.00 FEET; THENCE S76°36'40"E A DISTANCE OF 200.00 FEET; THENCE S13°23'15"W A DISTANCE OF 229.00 FEET TO THE SOUTH LINE OF THE N/2 NE/4; THENCE S88°25'37"W ALONG SAID SOUTH LINE A DISTANCE OF 136.69 FEET, TO THE SW CORNER N/2 NE/4; THENCE S03°18'12"E ALONG THE EAST LINE NW/4 A DISTANCE OF 134.65 FEET; THENCE S48°23'31"W A DISTANCE OF 433.01 FEET TO A PROPERTY LINE; THENCE S89°59'22"W ALONG A PROPERTY LINE A DISTANCE OF 75.00 FEET, TO A PROPERTY CORNER; THENCE S00°00'40"E ALONG A PROPERTY LINE A DISTANCE OF 70.00 FEET; THENCE S57°35'21"W A DISTANCE OF 216.82 FEET; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 260 FEET, A CENTRAL ANGLE OF 22°18'01", A TANGENT BEARING OF N08°49'45"W, A DISTANCE OF 101.20 FEET; THENCE N31°07'46"W A DISTANCE OF 99.83 FEET TO A POINT ON THE SOUTH LINE OF WINDRIDGE DRIVE; THENCE N58°52'14"E ALONG THE SOUTH LINE OF WINDRIDGE DRIVE A DISTANCE OF 13.24 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE OF WINDRIDGE DRIVE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 4°37'28" A DISTANCE OF 34.71 FEET; THENCE N54°14'46"E ALONG SAID SOUTH LINE A DISTANCE OF 147.66 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET; A CENTRAL ANGLE OF 23°58'01" A DISTANCE OF 138.04 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE WINDRIDGE DRIVE ALONG A RESERVE CURVE WITH A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 26°00'12", A DISTANCE OF 122.54 FEET; THENCE N58°16'57"E CONTINUING ALONG SAID SOUTH LINE A DISTANCE OF 171.69 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, BECOMING THE EAST LINE OF WINDRIDGE DRIVE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 42°53'42" A DISTANCE OF 284.49 FEET; THENCE N13°23'15"E CONTINUING ALONG SAID EAST LINE WINDRIDGE DRIVE A DISTANCE OF 272.58 FEET; THENCE S76°36'40"E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

Book  
1319

Page  
0082

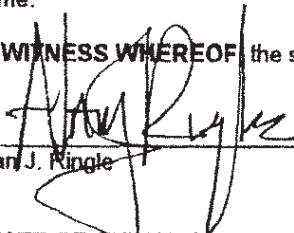
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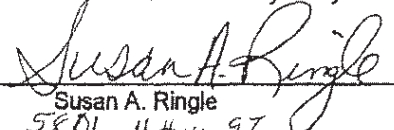
TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party grantor thier heirs, executors and administrators does hereby covenant, promise and agree to and with said party grantee, at the delivery of these presents that they are lawfully seized in thier own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of whatsoever nature and kind, EXCEPT:

and that party grantors will WARRANT AND FOREVER DEFEND the same unto the said party grantee, its heirs and assigns, against said party grantor, thier heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF the said party grantor, has hereunto set its hand the day and year above written.

  
Alan J. Ringle

  
Susan A. Ringle  
5801 N Hwy 97  
Sand Springs OK 74063




BK 1319PG0082  
006320

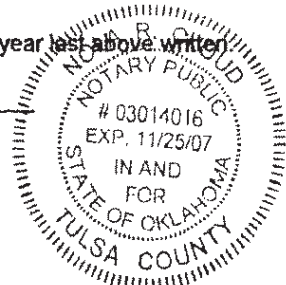
STATE OF OKLAHOMA )  
COUNTY OF tulsa ) ss. (Individual Acknowledgment)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23RD day of JULY, 2007, personally appeared ALAN J. RINGLE and SUSAN A. RINGLE to me known to be the identical persons who executed the within and foregoing instrument, and acknowledge to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

  
Notary Public

My Commission expires: 11-25-07



# FINAL PLAT OF WINDRIDGE II

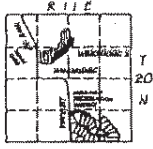
AN ADDITION TO OSAGE COUNTY IN THE E/2 NW/4 AND THE N/2  
NE/4 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 11 EAST,  
OSAGE COUNTY, OKLAHOMA

OWNER  
RINGLE DEVELOPMENT LLC  
5501 NORTH HIGHWAY 97  
SAND SPRINGS, OK 74063  
PH (918) 245-3795

SURVEYOR  
RINGLE PLANNING & SURVEYING INC.  
5501 NORTH HIGHWAY 97  
SAND SPRINGS, OK 74063  
PH (918) 245-3795  
DLS 0446 000000000000

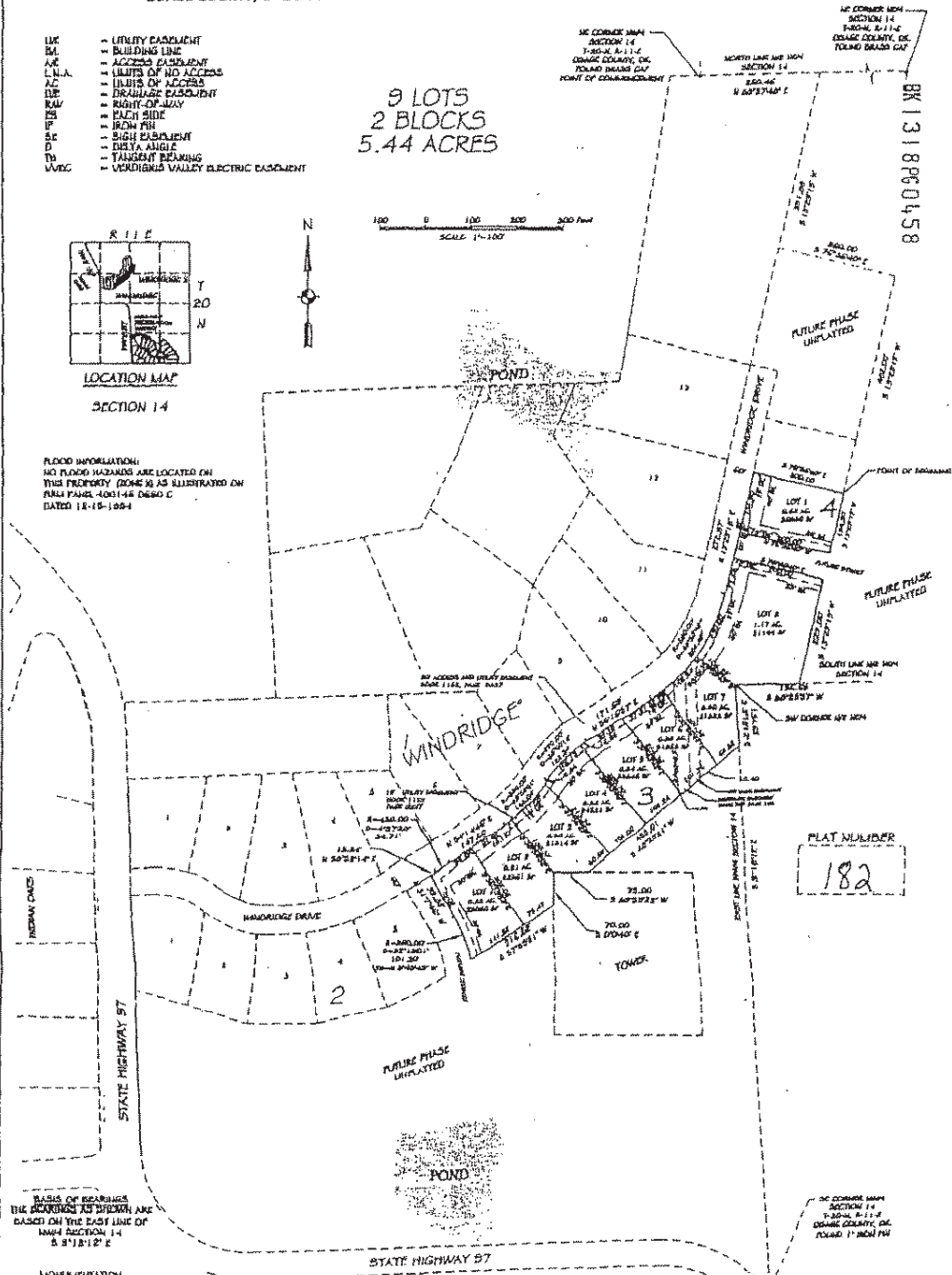
- ULI - UTILITY EASEMENT
- BL - BUILDING LINE
- AL - ACCESS EASEMENT
- L.A. - LIMITS OF ACCESS
- AC - ADJACENT EASEMENT
- RAV - RIGHT-OF-WAY
- PS - PAVEMENT SIDE
- IP - IRON PIPE
- SE - SIGHT EASEMENT
- D - DELTA ANGLE
- TB - TANGENT BEARING
- UVEC - VANDERBILT VALLEY ELECTRIC EASEMENT

9 LOTS  
2 BLOCKS  
5.44 ACRES



SECTION 14

FLOOD INFORMATION:  
NO FLOOD HAZARDS ARE LOCATED ON  
THIS PROPERTY (ZONE 1) AS ILLUSTRATED ON  
FEMA PANEL 400144 DESMO C  
DATED 12-15-1994



PLAT NUMBER  
182

MONUMENTATION  
BY WORTHINGTON SURVEYING  
ON ALL PROPERTY CORNERS  
(UNLESS NOTED)  
AFTER CONSTRUCTION

1-2007-000180 07/18/2007 1:15 pm  
Book 1318 Page(s) 0458-0459  
Pgs: 3 30.00 Doc: 1 0.00  
Darryl Huston - Osage County Clerk  
State of Oklahoma

FINAL PLAT OF  
WINDRIDGE II  
JULY 16, 2007 SHEET 1 OF 2

006180

OK 131890458