 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company of McClain County, Inc.
 Issuing Office: 138 W. Main St, Purcell, OK 73080
 Issuing Office's ALTA® Registry ID: 0002360
 Loan ID No.:
 Commitment No.: 20201222-1
 Issuing Office File No.: 20201222
 Property Address:

SCHEDULE A

1. Commitment Date: July 7, 2020 at 07:59 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
 Proposed Insured:
 Proposed Policy Amount: \$0.00
 - (b) ALTA Loan Policy (06/17/06)
 Proposed Insured: , its successors and/or assigns as their respective interests may appear.
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title, at the Commitment Date, vested in:
 Vendera Management III, LLC and Vendera Resources III, LP and Trapezium Cluster Holdings, LLC, by virtue of a Deed filed March 18, 2019 in Book 3289 at Page 223.
5. The Land is described as follows:
 The S/2 of SW/4 and S/2 of NE/4 of SW/4 and NE/4 of NE/4 of SW/4 and a tract in NW/4 of SW/4 of SE/4 of Section 2, Township 4 North, Range 6 East, beginning at the Southeast corner of said Section 2; thence West 1867.02 feet; thence North 786.57 feet; thence West 250 feet to the point of beginning; thence north 50 feet; thence West 50 feet; thence South 50 feet; thence East 50 feet to the point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE A
(Continued)

Gayle Helton

Authorized Signature or Signatory


Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	

File No.: 20201222

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

The S/2 of SW/4 and S/2 of NE/4 of SW/4 and NE/4 of NE/4 of SW/4 and a tract in NW/4 of SW/4 of SE/4 of Section 2, Township 4 North, Range 6 East, beginning at the Southeast corner of said Section 2; thence West 1867.02 feet; thence North 786.57 feet; thence West 250 feet to the point of beginning; thence north 50 feet; thence West 50 feet; thence South 50 feet; thence East 50 feet to the point of beginning.

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 20201222-1

SCHEDULE B, PART I

Requirements


All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the premiums, fees, and charges for the Policy to the Company.
3. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
4. The General Partner of Vendera Resources III, LP, must execute any instrument conveying an interest in the subject property. Additionally, all formalities of execution must be properly completed.
5. The manager of Vendera Management III LLC and Trapezium Cluster Holdings, LLC, must execute any instrument conveying an interest in the subject property. Additionally, all formalities of execution must be properly completed.
6. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
7. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B- Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Oklahoma Minimum Standards for Land Surveying as set for the by Oklahoma State Board of Licensure for Professional Engineers and Surveyors.
8. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
9. Obtain a Final Report for issuance of title policy.
10. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.
11. The notarization of all documents executed in connection with the transaction contemplated by this Commitment

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI and BII (Cont.)	

Commitment No.: 20201222-1

shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:

EXCEPTION (Owner's policy):

"Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote on line notary session."

EXCEPTION (Loan policy):


"Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage."

12. Obtain a Uniform Commercial Code search as to Vendera Management III LLC and Vendera Resources III, LP and Trapezium Cluster Holdings, LLC in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
13. Obtain a court search as TO BE DETERMINED in Seminole County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
14. With respect to Vendera Management III LLC and Trapezium Cluster Holdings, LLC (the Company), furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.
15. With respect to Vendera Resources III, LP, a limited partnership, furnish:
A copy of the certificate of limited partnership;
A full copy of the partnership agreement and any amendments;
Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
16. Confirm that a legal right of access exists that benefits the subject Land. (50x50 tract)
17. Obtain satisfactory letter from Home Owners Association stating that all dues or special assessments pertaining to the subject property are paid to date.
18. The prior record title owners of the subject lands has executed conveyances that establish adverse claims to the lands within the southwest quarter that claim is currently held by Patti J. Wadlington, Trustee of the Wadlington

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	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI and BII (Cont.)	


Commitment No.: 20201222-1

Family "B" Trust Share (being a sub-trust under the William H. Wadlington Family Trust) Submit for examination a valid recorded deed or other instrument by which the adverse claimant relinquishes all claims to the subject lands.

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 First American Title™	ALTA Commitment for Title Insurance
Schedule BI and BII (Cont.)	ISSUED BY First American Title Insurance Company

Commitment No.: 20201222-1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Statutory easement for roadway along Section line.
2. Pipeline easement in favor of Arkansas Louisiana Gas Company filed September 6, 1973 in Book 842 at Page 80.
3. Pipeline easement in favor of Graben Gas Water Company filed March 15, 1945 in Book 334 at Page 288.
4. Pipeline Easement filed July 9, 1973 in Book 838 at Page 45.
5. Easement in favor of Arkla Energy Resources, Arkla Inc. filed January 4, 1990 in Book 1340 at Page 746.
6. Owners Certificate, Dedication and Reservations filed February 15, 1984 in Book 1217 at Page 39.
7. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded July 5, 1985 in Book 1249 at Page 612 but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

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Exceptions #5

36185

80

LD 114-OK

4293

Line A.D. Sec. I
Item # 224-B

ARKANSAS LOUISIANA GAS COMPANY

FOR AND IN CONSIDERATION of the sum of Ten and More Dollars,
to us in hand paid, receipt of which is hereby acknowledged, Loney Mae Moody
923 Karen Dr. Chico Calif. 95926

She do as hereby grant to the Arkansas Louisiana Gas Company, its successors, or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, or products of oil or gas, ~~and to construct, install, operate, maintain, alter, repair, and remove~~ subsurface ~~and to construct, install, operate, maintain, alter, repair, and remove~~ through conduits situated in County of Pontotoc, State of OKLAHOMA, described as follows:

A strip of land 60 feet wide across part of the southeast Quarter of Section Two Township Four North, Range Six, East, Pontotoc County, Oklahoma For one pipeline. It is expressly understood and agreed that an additional pipeline may be laid on the north side of the existing pipeline, using an additional 20 feet right of way on the North; for which is to be paid \$2.00 per rod, if and when additional pipeline is to be constructed.

(A) Grantee agrees to provide a tap for gas service, upon proper application with rates to be fixed by the appropriate regulatory agency.

(B) Grantee agrees to fertilize and reseed R/W after construction

Right of way is to be left in a clean and orderly condition

with ingress and egress to and from the same. The said grantor, S, heirs or assigns, to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops, timber and fences from laying, maintaining and operating said lines, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, S, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive. ~~Should there be any dispute as to the amount of damages to be paid for any such loss or damage, the same shall be determined by three disinterested persons, one thereof to be appointed by the said grantor, one by the said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive.~~

IN WITNESS WHEREOF, The parties hereto have set their hands and seals, this 26 day of July, A. D., 195 1955 WITNESSED BY Loney Mae Moody (Seal)

(Seal)
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)

#5

STATE OF OKLAHOMA
 Pennington County
 Filed & recorded on the 6 day
Sept 1973 at 8:30 A.M., and recorded in
 Book 10 of Page 80
 J. W. THOMPSON, County Clerk
 [Signature]

18

STATE OF California }
 COUNTY OF Butte } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of July, 1973, personally appeared Loney M. Hoody and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My commission expires 5-11-77
 [Signature: Barbara Govert]
 OFFICIAL SEAL
 BARBARA GOVERT
 NOTARY PUBLIC - CALIFORNIA
 BUTTE COUNTY
 My State of Office May 1, 1977

17-4-6

4293

STATE OF _____ }
 COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My commission expires _____ Notary Public.

STATE OF _____ }
 COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My commission expires _____ Notary Public.

CERTIFICATE OF RECORD

STATE OF _____ }
 County of _____ } ss.

I, _____, Circuit Clerk and Ex-Officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in "Record Book _____" page _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court, this _____ day of _____, 19____.

WHEN RECORDED RETURN TO
 ARKANSAS LOUISIANA GAS COMPANY
 P. O. Box 1734
 Shreveport, La.
 J. G. COOKE, JR.

By _____, Circuit Clerk and Ex-Officio Recorder.

288

#6

Form 11-16-1-35-500-G.O.A.A. 4-20
Filed for record March 15 1945 at 2:00 o'clock P.M. and recorded
in Book 534 Page 288, Tom B. Grant, County Clerk, By [Signature] Deputy

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into by and between Gertrude M. Baird
L. D. Baird, her husband,, hereinafter called the Grantor,
and Graben Gas & Water Company, Ada, Okla., a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of the sum of Twenty Four & No/100
(\$24.00) Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and
for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the
said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line for the purpose of the
transportation of Gas, with right of ingress and egress to and from the same, on, over and through certain
lands situated in the County of Pontotoc, State of Oklahoma
described as follows, to-wit: The Southwest Quarter of the Southwest
Quarter of Section Two (2), Township Four (4) North,
Range Six (6) East, containing 40 acres,

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
2. That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its line of pipe.
4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two persons so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals,
this 3rd, day of March, 1945.

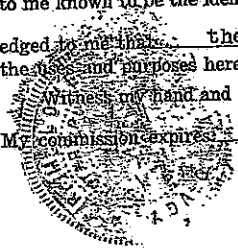
Gertrude M. Baird
Gertrude M. Baird.
L. D. Baird
L. D. Baird.

STATE OF OKLAHOMA,
COUNTY OF Pontotoc, ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 3rd, day
of March, 1945, personally appeared Gertrude M. Baird and
L. D. Baird, her husband,

to me known to be the identical person s who executed the within and foregoing instrument, and acknowl-
edged to me that they executed the same as their free and voluntary act and deed, for
the uses and purposes herein set forth.

Witness my hand and official seal.
My commission expires Feb. 6th, 1948.



B. M. Love
B. M. Love,
Notary Public.

45 #9

LD 114-OK

Line A.D. Sec. I
Item # 226

313

36025

ARKANSAS LOUISIANA GAS COMPANY

FOR AND IN CONSIDERATION of the sum of Ten and More Dollars,

to us in hand paid, receipt of which is hereby acknowledged, Lillian Wadlington

RT, I Evergreen, Coln. 80439

She do es hereby grant to the Arkansas Louisiana Gas Company, its successors, or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, or products of oil or gas, ~~and to construct and operate and maintain and repair and to construct~~ and to construct Meter Houses and other Appurtenances if the same shall be found necessary on, over and through certain lands situated

in County of Pontotoc, State of OKLAHOMA, described as follows:

A strip of land 60 feet wide across the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section Two, Township Four North, Range Six East, Pontotoc County Oklahoma. For one pipeline.

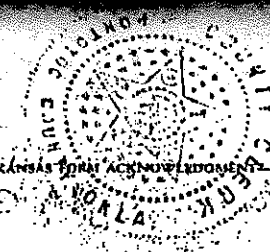
Right of way is to be left in a clean and orderly condition

with ingress and egress to and from the same. The said grantor, heirs or assigns, to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops, timber and fences from laying, maintaining and operating said lines, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive. ~~Should any damage be done to the crops, timber or fences of the grantor or his heirs or assigns, the same shall be paid for and the same shall be paid for the first time said~~

IN WITNESS WHEREOF, The parties hereto have set their hands and seals, this 31st day

of May A. D., 1973 Lillian Wadlington (Seal)

(Seal)
(Seal)
Martha K. Ball (Seal)
My Commission expires September 20, 1974 (Seal)
(Seal)



STATE OF OKLAHOMA }
 Pontotoc County } SS No. 46
 Filed for record on the 9 day
 of July 13 at 8:00
 o'clock A M., and recorded in
 Book 338 at Page 45
DOW THOMPSON, County Clerk

#17

STATE OF OKLAHOMA }
 COUNTY OF PONTOTOC } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9 day of May, 1923, personally appeared Lillian Wadlington

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My commission expires Oct 5, 1926 *Clair J. Cooke* Notary Public

STATE OF _____ }
 COUNTY OF _____ } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My commission expires _____ Notary Public

STATE OF _____ }
 COUNTY OF _____ } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My commission expires _____ Notary Public

WHEN RECORDED RETURN TO
CERTIFICATE OF RECORD, ARKANSAS LOUISIANA GAS COMPANY
 P. O. Box 1734
 Shreveport, La.
J. G. COOKE, JR.

STATE OF _____ }
 County of _____ } ss.

I, _____, Circuit Clerk and Ex-Officio Recorder for the county aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in "Record Book _____" page _____.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court, this _____ day of _____, 19____.

 Circuit Clerk and Ex-Officio Recorder.

By _____ D. C.

26

000000

ARKLA ENERGY RESOURCES

52899

#5

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS. TO US IN HAND PAID, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED GRANTOR (WHETHER ONE OR MORE) WHOSE ADDRESS IS 3 HARTUN PT. #48 HOT SPRINGS VILLAGE AR. 71909

DOES HEREBY GRANT TO ARKLA ENERGY RESOURCES, A DIVISION OF ARKLA INC., A DELAWARE CORPORATION, ITS SUCCESSORS, OR ASSIGNS, THE RIGHT OF WAY TO LAY, MAINTAIN, ALTER, REPAIR, OPERATE, REPLACE, CHANGE THE SIZE OF AND REMOVE PIPELINES FOR THE TRANSPORTATION OF OIL OR GAS, OR PRODUCTS OF OIL OR GAS AND TO CONSTRUCT METER HOUSES AND OTHER APPURTENANCES, INCLUDING CATHODIC PROTECTION FACILITIES WITHIN SAID RIGHT OF WAY, IF THE SAME SHALL BE FOUND NECESSARY ON, OVER AND THROUGH CERTAIN LANDS SITUATED IN COUNTY OF PONTOTOC STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS:

A strip of land fifty feet (50') in width and Two Thousand Nine Hundred Seventy-five feet (2975') in length Across part of the S 1/2 of SW 1/4 of Section 2, T4N, R6E, and Part of the N 1/2 of NW 1/4 and N 1/2 of S 1/2 of NW 1/4 of Section 11, T4N, R6E, all in Pontotoc Co., Ok.

Pipeline to be laid as per plat attached and made a part hereto of this instrument. Right of way to be left in a clean and orderly condition after construction, and returned to the same grade as before.

Right of way to revert to a twenty foot (20') permanent easement after construction.

WITH INGRESS AND EGRESS TO AND FROM THE SAME THE SAID GRANTOR, HEIRS OR ASSIGNS, TO FULLY USE AND ENJOY THE SAID PREMISES EXCEPT FOR THE PURPOSES HEREINBEFORE GRANTED TO THE SAID GRANTEE, WHO HEREBY AGREES TO PAY ANY DAMAGES WHICH MAY ARISE TO TIMBER, CROPS AND FENCES FROM LAYING, MAINTAINING AND OPERATING SAID LINES. SHOULD MORE THAN ONE PIPELINE BE LAID UNDER THIS GRANT AT ANYTIME THE SAME CONSIDERATION SHALL BE PAID FOR EACH LINE SO LAID AS WAS PAID FOR THE FIRST LINE LAID.

GRANTOR REPRESENTS THAT SAID LANDS ARE RENTED OR LEASED TO None

WHOSE ADDRESS IS

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, THIS 27th

DAY OF November A.D. 19 89

William H. Wadlington (SEAL) William H. Wadlington (SEAL)

LINE 632 Repl. Phase III (SEAL)

ITEM NO. 1 (SEAL)

RODS 180.30 (SEAL)

J.O. NO. C-006671 RECORDED RETURN TO ARKLA ENERGY RESOURCES (SEAL)

FORM LD-8690 Dec 13 1984 P.O. Box 21734 Shreveport, Louisiana 71151

746

DRAWN BY ARKLA, INC. CAD 2000 SYSTEM

STATE OF ~~OKLAHOMA~~ ^{ARKANSAS} I
COUNTY OF Saline I

52899

ACKNOWLEDGEMENT

#8

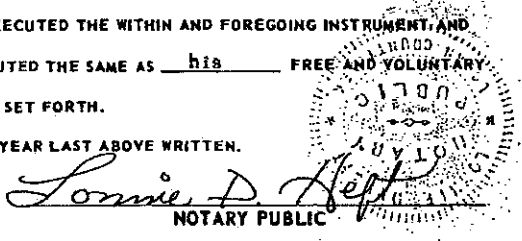
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS
27th DAY OF November 19 89, PERSONALLY APPEARED:

William H. Wadlington, married and doing business in his own right.

TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND
ACKNOWLEDGED TO ME THAT he EXECUTED THE SAME AS his FREE AND VOLUNTARY
ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES
2-8-91



ACKNOWLEDGEMENT

STATE OF _____ I
_____ OF _____ I

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS
_____ DAY OF _____ 19 _____, PERSONALLY APPEARED:

TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME AS _____ FREE AND VOLUNTARY
ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ I
_____ OF _____ I

ON THIS _____ DAY OF _____ 19 _____, BEFORE ME APPEARED
_____, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN,
DID SAY:

THAT HE IS THE _____ OF _____
_____, A CORPORATION, THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID
CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID _____
ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HEREINTO SET MY HAND AND OFFICIAL SEAL.

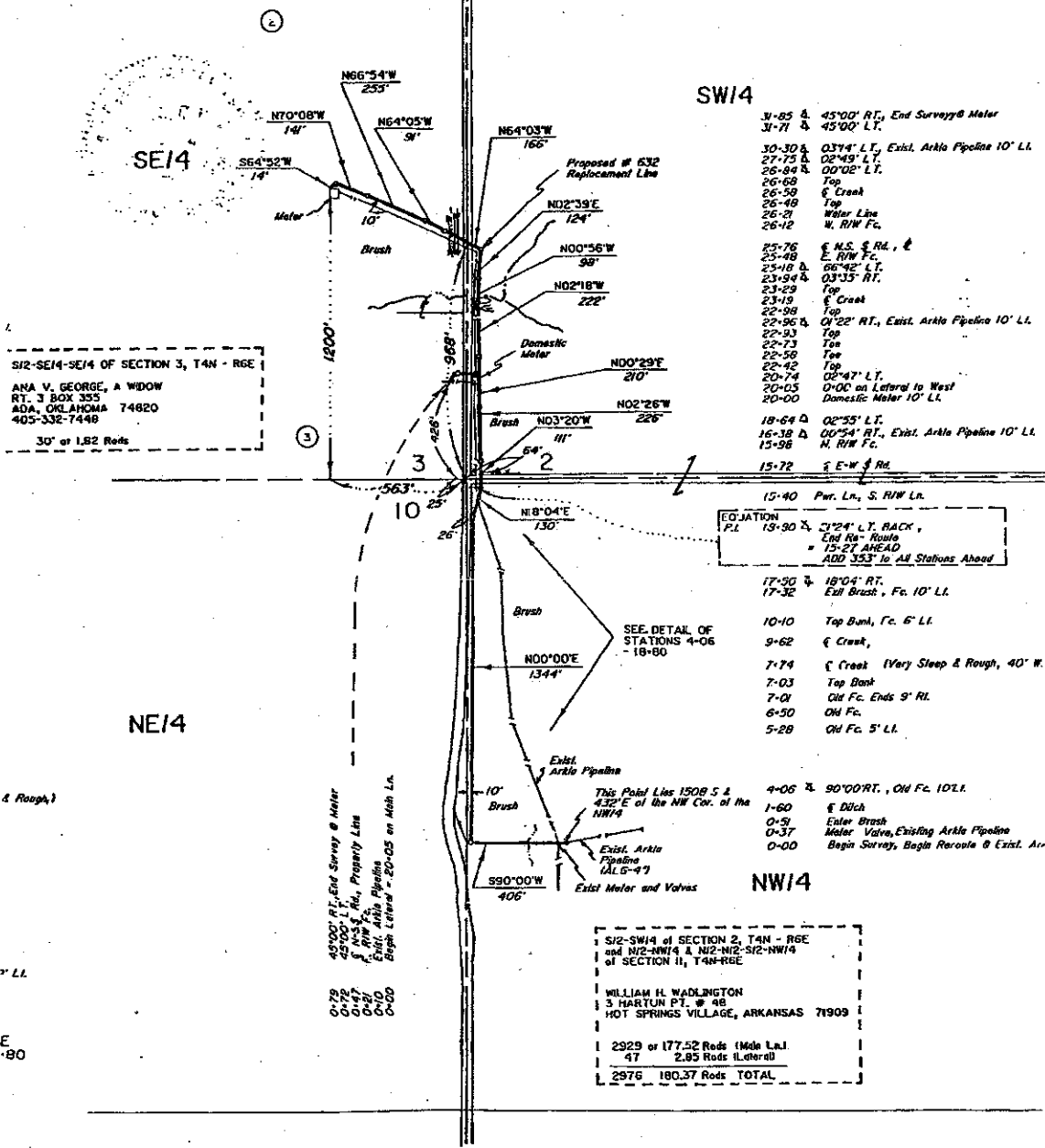
MY COMMISSION EXPIRES:

747 NOTARY PUBLIC

#18

N/2-SE/4-SE/4 OF SECTION 3, T4N - R6E
 W. RAY FULKERSON AND EDITH M. FULKERSON J+W
 3701 38th CIRCLE S.E.
 RIO RANCHO, NEW MEXICO 87124
 505-892-8058
 609' of 36.91 Rods

52899



S/2-SE/4-SE/4 OF SECTION 3, T4N - R6E
 ANA V. GEORGE, A WIDOW
 RT. 3 BOX 355
 ADA, OKLAHOMA 74820
 405-332-7448
 30' of 1.82 Rods

SW14

- 31-05 & 45'00' RT., End Survey @ Meter
- 31-71 & 45'00' LT.
- 30-30 & 03'4' LT., Exist. Arko Pipeline 10' LL
- 27-75 & 02'45' LT.
- 26-84 & 00'02' LT.
- 26-68 Top
- 26-50 & Creek
- 26-48 Top
- 26-21 Water Line
- 26-12 W. R/W Fc.
- 25-76 & N.S. & R.L. &
- 25-48 & E. R/W Fc.
- 25-18 & 06'42' LT.
- 23-94 & 03'35' RT.
- 23-29 Top
- 23-19 & Creek
- 22-98 Top
- 22-96 & 01'22' RT., Exist. Arko Pipeline 10' LL
- 22-93 Top
- 22-73 Top
- 22-50 Top
- 22-42 Top
- 20-74 02'47' LT.
- 20-05 0'00' on Lateral to West
- 20-00 Domestic Meter 10' LL
- 18-64 & 02'55' LT.
- 16-38 & 00'54' RT., Exist. Arko Pipeline 10' LL
- 15-96 N. R/W Fc.
- 15-72 & E-W & R.L.

15-40 Pwr. Ln., S. R/W Ln.
 EQUATION
 FL 15-90 & 2'24' L.T. BACK,
 End Arko Route
 = 15-27 AHEAD
 ADD 353' to All Stations Ahead

- 17-50 & 18'04' RT.
- 17-32 Exit Brush, Fc. 10' LL
- 10-10 Top Bank, Fc. 6' LL
- 9-62 & Creek,
- 7-74 & Creek (Vary Sleep & Rough, 40' W)
- 7-03 Top Bank
- 7-01 Old Fc. Ends 9' RL
- 6-30 Old Fc.
- 5-28 Old Fc. 5' LL

- 4-06 & 90'00RT., Old Fc. 10' LL
- 1-60 & Ditch
- 0-51 Enter Brush
- 0-37 Meter Valve, Existing Arko Pipeline
- 0-00 Begin Survey, Begin Reroute @ Exist. Ar.

NW14

S/2-SW/4 of SECTION 2, T4N - R6E
 and N/2-NW/4 & N/2-N/2-S/2-NW/4
 of SECTION 11, T4N-R6E
 WILLIAM H. WADLINGTON
 3 HARTUN PT. # 48
 HOT SPRINGS VILLAGE, ARKANSAS 71909
 2929 or 177.52 Rods (Mide L.A.)
 47 2.85 Rods (Lateral)
 2976 180.37 Rods TOTAL

(Rough)

7' LL

E 180

WITNESSED AND SUBSCRIBED
 My Comm. Expires
 Notary Public 21734
 Shreveport, Louisiana 71151

748

STATE OF OKLAHOMA
 PONTOTOC COUNTY 88 NO.
 Filed for record on the 4 day
 of Jan 1990 at 12
 o'clock P M., and recorded in
 book 1340 at page 746
 CYNTHIA MITCHELL, County Clerk
 C. Cox Deputy

1238

#19

OWNERS CERTIFICATE, DEDICATION, AND RESERVATIONS

This Declaration is made this 15 day of Feb
1984, by the undersigned signatories with reference to the
following facts:

1. Declarant is the sole owner of certain real property
located in Pontotoc County, State of Oklahoma, more particu-
larly described, to-wit:

The South 850' of the West 768.31' of the SW/4 of the SE/4 of
Section 2, T-4-N, R-6-E of the IBM, Pontotoc County, Oklahoma.

which tract of land will be sold and conveyed to various persons
subject to the protective restrictions, conditions, covenants,
reservations, liens and charges set forth in this Declaration,
and for this purpose, desires to submit the land and improvements
to the provisions of the Oklahoma Real Estate Development Act,
60 U.S.A. § 851, et seq.

NOW, THEREFORE, Declarant hereby declares that all the
units are held and shall be held, conveyed, encumbered, leased,
rented, used, occupied and improved subject to the following
limitations, covenants, conditions, restrictions, reservations,
liens and charges, all of which are hereby declared and estab-
lished and agreed to be in furtherance of a general plan for
the sale of units covered hereby, all of which are declared
and established for the purpose of enhancing and protecting
the value, desirability, and attractiveness of the land and
improvements. All of said limitations, covenants, conditions,
reservations, liens, charges and restrictions hereby established

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Marye Brax
P.O. Bx 472
Seymour 73086

and imposed upon the land and improvements for the benefit thereof and for the benefit of each and every individual owner of one or more of said lots, and the owners of any interest of any kind or character in the land and improvements, or any portion thereof.

#9

I. DEDICATION AND RESTRICTIONS AND RESERVATIONS.

A. Declarant certifies that it is the sole owner of all of the property described herein and further certifies that said land has been surveyed, showing accurate dimensions of lots and width of street. Declarants reserve for installation and maintenance of utilities certain strips of land as shown on the plat and further designate said tract of land as:

B. Protective Covenants.

For the purpose of providing an orderly development of all the lots and building sites included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the developer and its successors in title, the owner does hereby impose the following restrictions on the hereinabove described real property and shall take, hold and convey same, subject to the following restrictions and reservations to-wit:

(1) All tracts shall be known and designed as single family residential building plots and shall be used for no commercial or industrial purpose whatsoever.

(2) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The

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encasement area of each tract and all improvements on it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company assumes responsibility.

(3) No noxious or offensive trade or activity shall be carried on upon any lot or tract, nor shall anything ever be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) Neither the streets within the tracts nor private driveways or front or back yards of residential lots or tracts within the subdivision shall be used to store either temporarily or permanently trucks in excess of one ton, damaged, wrecked or inoperable cars, buses, equipment or semi trailers in excess of eighteen feet, campers, airplanes, or to store lumber or other materials.

(5) Garbage cans and all refuse areas shall be screened from view from the street and adjoining lots.

(6) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until ten (10) years from the recording date.

(7) If the parties hereto, or any of them or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

(8) Invalidation of any of these covenants by judgements or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 15th day of February, 1984.

#9

MAYES BROTHERS DEVELOPMENT CO.,
A General Partnership

BY: Roger D. Mayes
Managing Partner

STATE OF OKLAHOMA)
)
COUNTY OF PONTOTOC)

SS.

Subscribed and sworn to before me by the above named Roger D. Mayes
a General Partner of Mayes Brothers Development Co., and
acknowledged by him at said time to be his free and voluntary
act and deed for and on behalf of said general partnership
this 15th day of February, 1984.

NOTARY PUBLIC
IN AND FOR
COUNTY OF PONTOTOC
STATE OF OKLAHOMA
My commission expires:
January 25, 1988

Judy Kay Lee
Notary Public

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STATE OF OKLAHOMA
Pontotoc County SS No. _____
Filed for record on the 15 day
of Feb 1984 at 2
o'clock P.M., and recorded in
book 1217 at page 39
JAMES H. McGAHA, County Clerk
M. Antin Deputy

004967

OWNERS CERTIFICATE, DEDICATION, RESERVATIONS,
AND PROTECTIVE COVENANTS

AND

DECLARATION AND ESTABLISHMENT OF HOME OWNERS ASSOCIATION

OF

WOODBROOK ESTATES

MAYES BROTHERS DEVELOPMENT COMPANY, A GENERAL PARTNERSHIP
COMPOSED OF ROGER D. MAYES, JIMMY L. MAYES AND DAVID L. MAYES,
HEREINAFTER CALLED DECLARANT, IS THE OWNER IN FEE SIMPLE OF CERTAIN
REAL ESTATE LOCATED IN PONTOTOC COUNTY, OKLAHOMA, MORE PARTICULARLY
DESCRIBED, TO-WIT:

SEE "EXHIBIT A" FOR LEGAL DESCRIPTION FOR

WOODBROOK ESTATES

which tract of land will be sold and conveyed to various persons
subject to the protective restrictions, conditions, covenants,
reservations, liens and charges set forth in this Declaration, and
for this purpose, Declarant desires to submit the land and improve-
ments to the provisions of the Oklahoma Real Estate Development
Act 60 O.S. 1981, 851, et seq. The development is known as WOODBROOK
ESTATES.

Declarant has deemed it desirable, for the efficient preser-
vation of the values and amenities of said community, to have formed
under the laws of the State of Oklahoma, an association called
WOODBROOK ESTATES HOME OWNERS ASSOCIATION, INC., to which should be
delegated and assigned the powers of administering and enforcing
the covenants and restrictions and collecting and disbursing the
assessments and charges hereinafter created; a true copy of the
By-Laws of said association is attached hereto and made a part
hereof.

NOW, THEREFORE, Declarant hereby declares that all the units
are held and shall be held, conveyed, encumbered, leased, rented,
used, occupied and improved subject to the following limitations,
covenants, conditions, restrictions, reservations, liens and charges
all of which are hereby declared and established and agreed to be
in furtherance of a general plan for the sale of units covered
hereby, all of which are established for the purpose of enhancing
and protecting the value, desirability, and attractiveness of the
land and improvements. All of said limitations, covenants, condi-
tions, reservations, liens, charges and restrictions hereby estab-
lished are imposed upon the land and improvements for the benefit
thereof and for the benefit of each and every individual owner of
one or more of said lots and the owners of any interest of any kind
or character in the land and improvements, or any portion thereof.

I. DEFINITIONS.

Unless the context shall expressly provide otherwise:

A. "Association" shall mean the WOODBROOK ESTATES HOME OWNERS
Association, Inc., a non-profit Coporation, its successors and assigns.

B. "Building Committee" shall mean the partners of Mays
Brothers Development Company, a General partnership, or their
designated representative or successors.

Return to: P.O. Box 828, Sulphur, Oklahoma 73086

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C. "By-Laws" shall mean the rules and regulations which shall govern the administration of said Association.

D. "Common Area" shall mean sewage systems and parks in the Woodbrook Estates Subdivision.

E. "Common Expenses" shall mean and include costs incurred in the maintenance, repairing, improving and operating of said parks and sewage systems.

F. "Declarant" shall mean MAYES BROTHERS DEVELOPMENT COMPANY a general partnership composed of Roger D. Mayes, David L. Mayes, and Jimmy L. Mayes and their heirs, successors and assigns provided such successors or assigns acquire at least one lot from Declarant.

G. "Lot" shall mean any plot of land shown on the subdivision map, attached hereto, with the exception of the common area.

H. "Member" shall mean every person or entity who holds membership in the Association.

I. "Mortgage" shall mean a conventional mortgage or a deed of trust.

J. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

K. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

L. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

II. DEDICATION AND RESTRICTIONS AND RESERVATIONS.

A. Declarant certifies that it is the sole owner of all of the property described herein and further certifies that said land has been surveyed into tracts, lots and streets and a plat made thereof, showing accurate dimensions of lots and width of streets. Declarant reserves for installation and maintenance of utilities certain strips of land as shown on the plat and designated as utility easements.

B. Protective Covenants.

For the purpose of providing an orderly development of all the lots and building sites included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the Association, its members, and their successors in title, Declarant does hereby impose the following restrictions on the hereinabove described real property and shall take, hold and convey same, subject to the following restrictions and reservations to-wit:

(1) All lots shall be known and designated as single family residential building or mobile home plots and shall be used for no commercial or industrial purpose whatsoever; with the exception that lots 1, 2, 3 and 4, Block 1 are hereby designated as commercial lots. The building committee reserves the right to approve or disapprove any home to be constructed or moved into said subdivision.

(2) No building shall be located on any lot nearer to the front line than twenty five feet (25) and ten feet (10) on side line. For the purpose of this covenant, eaves, chimneys, bays, steps, driveways and open porches shall not be considered as a

part of a building; provided, however, that this shall not be construed to permit any portion of a building on a tract to encroach upon another lot, unless otherwise approved by the building committee.

#10

(3) All houses and mobile homes shall face the front or side of tracts.

(4) No building material shall be placed on any lot until construction is to begin and construction shall be completed within one year from commencement. Within 30 days after completion, all excess building material shall be removed from the building site.

(5) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

(6) All service lines such as telephone and power lines to buildings, dwellings or mobile homes shall be installed underground unless otherwise approved by the building committee.

(7) No above ground tanks (except for propane tanks within the refuse area noted within paragraph(19)), transmitting antenna or like structure shall be constructed in the subdivision without the prior written consent of the building committee.

(8) No noxious or offensive trade or activity shall be carried on upon any lot or tract, nor shall anything ever be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(9) No structure of temporary character, tent, shack, barn or other out-building shall be used on any lot at any time as a residence, either temporary or permanent, and no structure shall be moved onto any lot unless the same shall have been approved by the building committee or its successor prior to commencement of moving. Only mobile homes meeting the Federal Manufactured Home Construction and Safety Standards established on June 15, 1976, shall be permitted, installed and/or maintained within the subdivision and further provided the mobile home be at least seven hundred (700) square feet in size, or as may be approved by the building committee, skirted with permanent material, tied down and kept neat in appearance. Storage under mobile homes will not be permitted. No addition to a mobile home will be permitted other than those additions done by professional manufacturing companies and/or builders, unless approved by the building committee. No materials such as tires, bricks, etc., will be permitted on roofs of mobile homes. Skirting must match trim color of mobile home and be installed within thirty (30) days after the mobile home is moved onto the tract.

No dwelling structure shall be erected on any lot until the plans and specifications with the proposed site therefor have been submitted to and approved by the building committee as to outward appearances and design, and a written permit issued therefor; provided, however, that in the event the building committee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted, or if no suit to enjoin the erection of such structure has been commenced prior to the completion thereof, such approval shall not be required.

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(10) The ground floor living area of a single family main dwelling structure, excluding open porches and garages, shall be not less than seven hundred (700) square feet for a one-story building, or as may be approved by the building committee, and only one dwelling structure per lot shall be permitted. Any such dwelling structure shall be used for residential purposes only.

#10

(11) No fences shall be erected on the front portion of any tract in this subdivision between the front line and the front building set-back line without approval of the building committee. The height of all fences shall not be more than eight feet or as otherwise approved by the building committee. Type of fencing must be approved by the building committee.

(12) No detached garage or other out-building shall be permitted in the easements reserved for utilities.

(13) All land contours are to remain as natural as possible; however, minor changes shall be allowed by the building committee, such as leveling for structures and/or handling drainage. All tracts shall be landscaped in a style which shall maintain the harmony of the area.

(14) No farm animals will be allowed within this subdivision. Household pets may be kept provided they are not kept, bred, or maintained for commercial purposes, unless approved by the building committee. No household pet shall be kept within the subdivision which creates a public nuisance and any such pet determined by the Association to be such a nuisance shall be removed therefrom within five (5) days of the date the owner thereof is notified in writing of that decision.

(15) No sign of any kind shall be displayed to the public view on any lot, except that it shall be permissible to erect one sign of not more than four square feet advertising the property for sale or rent.

(16) No more than twenty-five percent (25%) of the trees are to be removed from the lots without the prior consent of the building committee.

(17) Neither the street within the subdivision, driveways, nor front or back yards of residential lots within the subdivision shall be used to store, either temporarily or permanently, trucks in excess of one ton, damaged, wrecked or inoperable cars, buses, equipment or semi-trailers in excess of eighteen tons, campers, airplanes, nor to store lumber or other materials. This covenant does not preclude a lot owner from performing minor repairs upon such vehicles owned by him and located in his driveway exposed to view for not more than two consecutive days, nor shall this covenant preclude the temporary parking of such vehicles at or on any such lots by invited guests and visitors of such owner for periods not exceeding two consecutive weeks. The operation of dirt bikes within this subdivision is strictly prohibited.

(18) Discharging of firearms within the subdivision is strictly prohibited. Fireworks of any type will be prohibited.

(19) Garbage cans and all refuse areas shall be screened from view from the street and adjoining lots by an 8' x 8' x 4' tall stockade fence, to be constructed within 60 days. No trash or refuse shall be allowed to accumulate and remain upon any lot within the subdivision, and no trash, refuse, caves, treehouses or other similar structure or materials shall be placed upon any vacant lot. Burning trash within the subdivision is strictly prohibited.

(20) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until ten (10) years from the recording date of the same, at which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners

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an independent contractor to provide for the maintenance operation and repair thereof on such terms and conditions as Association shall deem not advantageous and beneficial to the Association.

#10

V. COMPLIANCE WITH PROVISION OF DECLARATION, BY-LAWS, RULES AND REGULATIONS.

A. Each owner shall comply strictly with the provision of this Declaration, the By-Laws of the Association and the rules, regulations, decisions and resolutions of the Association adopted pursuant thereto and as the same may be lawfully amended from time to time. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, and for reimbursement of all attorney's fees incurred in connection therewith and interest on all of such amounts at the highest lawful rate, which action shall be maintainable by the Board of Directors in the name of the Association on behalf of the owners. Said action to recover sums due, for damages, or injunctive relief, or both, may also be brought by an aggrieved owner against any other owner(s) failing and refusing to comply with the provisions of the Declaration, By-Laws, and the rules, regulations, decisions, and resolutions of the Association.

VI. INTERIM CONTROL OF ASSOCIATION.

A. Until seventy-five percent (75%) of the lots within the subdivision have been sold, the Declarants shall elect the Board of Directors of Association.

VII. REVOCAION OR AMENDMENT TO DECLARATION: AMENDMENT OF UNDIVIDED INTEREST IN COMMON AREA.

A. This Declaration shall not be revoked unless all of the owners unanimously consent and agree to such revocation by instrument duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership interest of eighty percent (80%), or more, of the lots within the subdivision consent and agree to such amendment by instrument duly recorded.

VIII. ASSESSMENT FOR COMMON EXPENSES.

A. Obligation to Pay Pro-Rata Share. All owners of lots using the sewage system shall be obligated to pay the annual assessments imposed by the Board of Directors of the Association to meet the common expenses.

B. Assessment Due Date. Assessments for the estimated common expenses shall be due when billed by the Board of Directors which shall prepare and deliver or mail to each owner a statement of the owner's assessment.

C. Fixing Assessment; Adjustments. For the purpose of fixing and determining the annual assessment or charges, the Board of Directors of the Association shall determine in advance for each calendar year the estimated aggregate amount of such assessments and charges as may be necessary for such year. The annual assessment shall be set initially by the Board and be valid until changed by the Board of Directors, which shall determine in advance for each calendar year, by majority vote, the estimated aggregate amount of such assessments and charges necessary for such year. The assessment for the first year and until changed as provided herein is the sum of \$10.00 per month per lot.

IX. OWNER'S PERSONAL OBLIGATION FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation Assessments.

The Declarant, for each lot owned within the subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual and monthly assessments or charges, and (2) special assessments for capital improvements. Such assessments to be established and collected as

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of the lots has been recorded agreeing to change said covenants in whole or in part.

(21) If the parties hereto, or any of them or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

(22) All lots must be kept mowed and neat in appearance at all times, including vacant lots owned privately or owned by MAYES BROTHERS DEVELOPMENT COMPANY. In the event any lot or lots are not maintained in this manner, by order of the Association, said lot or lots will be mowed and maintained at the rate of \$35.00 per lot, per mowing, plus additional costs, as needed, to maintain subject lot or lots. Mowing fees and clean up fees may be changed by the Association and such fees shall become a charge and lien upon such lot.

(23) No off-road vehicles of any type, three wheelers, four wheelers, or motorcycles, may be ridden within this development.

(24) Recreational Vehicles may be kept within the back one-half of any lot provided said lot is occupied by a dwelling on the front one-half of the lot.

(25) The successors to the building committee shall be the Association, which shall automatically assume the duties of the building committee when seventy-five percent (75%) of the lots within the subdivision have been purchased.

(26) No lot shall be divided into two or more tracts without the express written consent of the building committee.

(27) The Association may levy a charge of \$5.00 per day against any lot or lot owner who is determined by Association to be in violation of any of these restrictive covenants. The lot owner shall be notified in writing of the determination of the Association and the nature of the violation and shall be given ten (10) days from date of notification within which to correct such violation(s). If the violation is not corrected within said ten (10) day period, the per day charge shall be assessed against the lot owner beginning with the date of notification, shall accrue until such correction, and be a lien and charge against lot(s) owned by such violator.

(28) Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

III RECORDS: INSPECTION BY OWNERS.

A. MAYES BROTHERS DEVELOPMENT COMPANY shall keep or cause to be kept records with detailed accounts of the receipts and expenditures affecting the project and its administration and specifying the maintenance and repair expenses of the common area and any other expenses incurred by or on behalf of the regime. The records so kept shall be available for inspection by all owners at convenient hours on working days.

B. Auditing. All records shall be kept in accordance with accepted accounting procedures and shall be audited at least once a year by an auditor outside the Association, if required by any owner.

IV. ASSOCIATION'S MAINTENANCE, OPERATION, REPAIR AND ALTERATIONS RESPONSIBILITY.

A. The Association shall be responsible for the maintenance, operation and repair of the common area; Association may contract with

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hereinafter provided. The Monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned such property at the time the assessment fell due, but such personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

B. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the subdivision and for the improvement and maintenance of the common area.

C. Maximum Monthly Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment shall be Ten Dollars (\$10.00) per lot.

(1) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment may be increased each year, for the 2nd through 10th year of the life of the Association, not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(2) All monthly assessments of more than 10% over the prior yearly assessment shall require a two-thirds (2/3) vote of approval by members voting, either in person or by proxy, at a meeting duly called for this purpose.

(3) From and after January 1 of the 11th year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment as set in year 10 may not be increased in any amount except by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(4) The Board of Directors of Association may fix the monthly assessment at an amount not in excess of the maximum, in accordance with paragraph C. (1), (2) and (3) set forth above. The first monthly assessment shall be prorated as follows:

(A) \$8.00 - Maintenance and Upkeep of Sewage and Lagoon Areas.

(B) \$2.00 - Maintenance and Upkeep of Park Areas.

X. PERIOD OR OWNERSHIP.

A. The lot ownership estate created by this Declaration shall continue until this Declaration is revoked in the manner as is provided for in this Declaration or by operation of law.

XI. WAIVER CLAUSE.

A. Except as to the payment of assessments, the Association shall have the power to grant to any owner a waiver, variance, or exception of and from any of the provisions of this Declaration, upon approval of a three-fourths (3/4) majority vote of the votes entitled to be cast by the members of the Association at the Annual Meeting of the Association or at any special meeting called for this purpose.

XII. GENERAL.

A. Severance. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

B. Failure to Enforce Not Waiver. No provision contained in this Declaration or the By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

#10

C. Captions. The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope of this Declaration or exhibits, nor the intent of any provision hereof.

D. Covenants to Run With the Land. The covenants, conditions, and restrictions of this declaration shall apply to and run with the land within the subdivision and shall inure to the benefit and be enforceable by the Association or any member, their respective legal representative, heirs, successors and assigns.

E. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgement, reasonable attorney's fees and cost of such suit. In the event the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a Special Assessment with respect to the lot involved in the action.

F. Declarant reserves the right to extend sewer and water lines into adjoining future land developments of Woodbrook Estates, and any and all fees or dues pertaining to water or sewer within the subdivision will also pertain to lot owners of future land development areas.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration, this 3rd day of July, 1985.

By: David L. Mayes
MANAGING PARTNER

MAYES BROTHERS DEVELOPMENT COMPANY
A GENERAL PARTNERSHIP

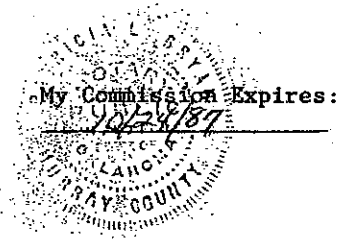
ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF MURRAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3rd day of July, 1985, personally appeared David L. Mayes, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Patricia L. Dyer
NOTARY PUBLIC



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BY-LAWS
OF
WOODBROOK ESTATES HOMEOWNERS ASSOCIATION, INC.
An Oklahoma Non-Profit Corporation

ARTICLE I

Offices

1. The name of this corporation shall be Woodbrook Estates Homeowners Association, Inc.
2. The principal office of the corporation shall be located at Lot 1 Block 1, Woodbrook Estates, Rt. 7 - Box A1, Pontotoc County, Oklahoma.
3. The corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the corporation require.

ARTICLE II

Corporate Seal

1. The corporate seal shall have inscribed thereon the name of the corporation, the words "Corporate Seal" and "Oklahoma".

ARTICLE III

Purpose

1. The purpose for which the corporation is formed is to carry on and operate a non-profit, private sanitary sewage system for the treatment and/or disposal of effluent generated by or within Woodbrook Estates Subdivision and for the operation and maintenance of the park areas and other common areas located within said subdivision, and for that purpose incident thereto, to have such powers as are authorized by the corporation's Articles of Incorporation and by the Corporation Laws of the State of Oklahoma not inconsistent with said Articles.
2. The corporation shall own, operate and manage a sanitary sewage system which shall service Woodbrook Estates subdivision so as to assure its members continued service of a community sewage system at reasonable rates.

ARTICLE IV

Membership

1. Membership in the corporation shall be automatically acquired by each purchaser of a lot within the Woodbrook Estates subdivision. Such membership shall run with the land and be appurtenant to, and may not be separated from, ownership of a lot, within the subdivision.

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2. Membership shall at all times be identified with ownership of property or properties and membership shall not be subject to the approval of the Board of Directors or of other members.

3. Members shall be bound by the terms contained in these By-Laws, by the Articles of Incorporation, and by the Protective Covenants established for Woodbrook Estates subdivision. However, no provision contained in any of the same shall be interpreted to restrict, in any manner, the estate of ownership of properties within the subdivision.

4. No member may be expelled from the corporation for any reason. However, a member's rights in the corporation shall automatically cease upon sale of the property owned by said member and the buyer thereof shall automatically acquire the seller's membership rights.

5. Purchase of property within the subdivision under Contract for Deed shall not entitle the purchaser to membership until such purchaser has received and recorded evidence of fee simple title. Membership shall devolve to the lawful heirs, assigns, beneficiaries, legatees and transferees of the member upon filing proper evidence of their acquired fee simple interest in the property. Membership shall not include persons or entities who merely hold an interest in security for the performance of an obligation.

ARTICLE V

Voting Rights

1. Voting rights shall be restricted to only those members whose properties within the subdivision contain permanent improvements.

2. Members of improved properties shall be entitled to one (1) vote for each lot owned within the subdivision. When more than one person holds an undivided fee simple interest in a given lot, all such persons shall be members and their undivided share of the one vote for such lot shall be exercised in accordance with their proportionate undivided interest in said lot. In no event shall the vote with respect to any one lot consist of more than one hundred percent (100%) of the ownership owned in said lot.

3. Purchasers under Contract for Deed shall not be entitled to vote as herein provided until such time as they have acquired the fee simple title to said property.

4. Voting rights per member shall be in proportion to the number of permanently improved properties owned in fee simple title by said member.

5. Proxy voting shall be permissible. However, a proxy shall not be valid for more than eleven (11) months from the date of its execution nor shall a subsequent purchaser of the fee simple title of the property be bound by any proxy previously executed by the previous owner.

ARTICLE VI

Membership Meetings

1. There shall be an annual meeting of the members of the corporation on the 15th day of January of each year at the principal office of the corporation or at such other place as may be designated in the Notice of Meeting, with the first such annual meeting to be held January 15, 1986; at which time, except as otherwise provided herein, the Board of Directors shall be elected, and any business properly coming before such meeting may be transacted.

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2. Special meetings of the members may be called at any time by the President, or by a majority of the Board of Directors, or by members of the corporation having at least ten (10) votes among them. The meeting place shall be as designated in the Notice of Special Meeting. #10

3. Notice of the time of any annual or special meeting shall be given in writing, by the Board of Directors to each member of the corporation at least ten (10), but not more than forty five (45), days before the date of such meeting. The notice shall state the time and place of the meeting, and the purpose or business as may come before the meeting to be transacted. Notice shall be presumed to have been received by a member when such notice shall be deposited in the United States Post Office at Ada, Oklahoma, with postage pre-paid, at least ten (10) days prior to the time of such meeting.

4. All meetings, both annual and special, shall be held in Pontotoc County, Oklahoma.

5. The President, or in his absence, the Vice President or any member of the Board of Directors, shall preside at all such meetings.

6. A quorum shall consist of one or more voting members being present in person, or being represented by proxy at the meeting. A quorum being declared, voting on all issues coming before the meeting, including the election of Directors (except as otherwise provided herein), shall be valid.

7. If no quorum be present at the meeting, either in person or by proxy, an informational meeting may be held to inform the members present and discuss the business of the corporation but no vote taken shall be valid nor binding upon the corporation or its Board of Directors or Officers.

ARTICLE VII

Directors

1. There shall be an annual meeting of the Board of Directors to be held immediately following the annual meeting of members. Notice of the annual members meeting shall constitute notice to the Board of Directors of their meeting and of any business which may come before the Board.

2. Any Board member may call a special meeting of the Board. Notice of such special meeting shall be given in writing at least five (5) days prior to said meeting except that no written notice need be given when all Board members are in attendance and sign a waiver of notice which shall be filed in the Corporate Minute Book.

3. The Board of Directors shall be composed of three (3) members who shall be elected at each annual membership meeting, except as otherwise provided herein. A Board member's term of office shall be for a period of one year or from annual membership meeting to annual membership meeting whereat a quorum is present.

4. Until seventy five percent (75%) of the lots within the subdivision have been sold, the Board of Directors of the corporation shall be elected by the general partners of Mayes Brothers Development Company, an Oklahoma General Partnership, developers of the subdivision.

5. Vacancies on the Board of Directors may be filled by the remaining Directors at any annual or special Directors meeting. Such persons so elected shall thereafter hold office until the next annual membership meeting whereat a quorum is present. Any Director who ceases to be a member of the corporation shall automatically cease to be a member of the Board. 622

6. A quorum for the transaction of business at any annual or special meeting of the Directors shall consist of two members of the Board. An affirmative vote of at least two Directors shall be necessary to pass any resolution or authorize any corporate action.

ARTICLE VIII

Powers of Directors

1. The Directors shall manage the business and property of the corporation. They shall be responsible for the maintenance, operation and repair of the sanitary sewage system and common areas within Woodbrook Estates subdivision.

2. They shall make assessments of the members as necessary for the support of the system in accordance with the Protective Covenants established for said subdivision.

3. Collect said assessments and charges made and pay the debts and obligations of the corporation.

4. The Board shall call annual and special meetings of the members and give the notice announcing same as required by these By-Laws.

5. They shall appoint and remove at pleasure all officers, agents and employees of the corporation, prescribe their duties, fix their compensation, and require from them, if advisable, security for faithful service.

6. They shall select one or more banks to act as a depository for the funds of the corporation and determine the manner of receiving depositing and disbursing the funds, and the form of checks and the person or persons by whom the same shall be signed, with power to change such banks and the person or persons signing said checks and the form thereof at will. Provided, however, all withdrawals shall require the signature of not less than two (2) officers of the corporation.

7. They shall make rules and regulations for the guidance of the corporate officers and for the management of its affairs.

8. They shall elect the officers at the Directors meeting following each annual membership meeting. Officers may be removed and replace at any time by a two thirds vote of the full Board of Directors.

9. Vacancies on the Board of Directors may be filled by the remaining Directors at any annual or special Directors meeting.

10. At each annual membership meeting the Directors shall submit a statement of the business done during the preceding year together with a report of the condition of its tangible property and of the general financial condition of the corporation.

11. The directors shall enforce all liens and claims of the corporation as well as all applicable Protective Covenants filed on Woodbrook Estates subdivision.

12. They shall have such other powers as are granted by the Corporate Laws of the State of Oklahoma for the effective management of the corporation.

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ARTICLE IX

Officers

1. The officers of the corporation shall be a President, Vice President, Secretary and Treasurer, together with any other administrative officers which the Board of Directors may see fit in its discretion to provide, by resolution entered upon its minutes. #10

2. No one shall be eligible to hold the office of President or Vice President who is not a director of the corporation and any such officer who ceases to be a Director or member shall cease to hold office as President or Vice President as soon as his successor is elected and qualified. The offices of Secretary and Treasurer may be held by one person. The term of office for the officers shall be one year and they shall hold office until their successors are duly elected and qualified.

3. The President shall preside at all meetings of Directors and of the membership, shall sign all written contracts for the corporation and shall perform all such other duties as are incident to his office. In case of the absence or disability of the President, his duties shall be performed by the Vice President.

4. The Secretary shall issue notices of all Directors and membership meetings and shall attend and keep the minutes of the same, shall have charge of all corporate books, records and papers, shall be custodian of the corporate seal, shall attest with his signature and impress with the corporate seal all written contracts of the corporation and shall perform all such other duties as are incident to his office.

5. The Treasurer shall have custody of all money and securities of the corporation and shall give bond in such sum and with such surety as the Directors may require, conditioned upon the faithful performance of the duties of his office. The Treasurer shall make a report of the general financial condition of the corporation at each annual meeting of the membership.

ARTICLE X

Membership Assessments and Liens

1. All members using the sewage system shall be obligated to pay monthly and/or annual assessments as may be imposed by the Board of Directors to meet the expenses of the system. Members may also be assessed monthly and/or annual sums for the maintenance and upkeep of the other common areas of the subdivision as provided in the Protective Covenants for Woodbrook Estates.

2. The Board of Directors shall determine the annual and/or monthly assessments or charges in advance for each calendar year as may be necessary to meet such expenses for such calendar year. The annual assessment for the sewage system shall be set initially by the Board and be valid until changed by such Board, by majority vote.

3. Assessments for the estimated expenses of the sewage system and other common areas of the subdivision shall be due when billed by the Board of Directors. The Board shall prepare and deliver, or mail, a statement of the amount due from each member assessed.

4. Funds collected as sewer assessments, dues or service charges, shall be disbursed only in payment for the expenses of the sewage system. The voting members may, at the annual membership meeting, increase or decrease the assessment made by the Board for maintenance of the sewer system. 624

5. The Corporation shall own the sewer system and the land, equipment, buildings and facilities necessary for its maintenance and operation. Although the Corporation may not lease a sewer system from another person or entity, the Corporation may, however, employ a private entity or person(s) to see to the daily maintenance and operation of the system.

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6. Services may be suspended for any time period that an assessment is past due and not paid. Any annual, monthly or special assessments unpaid shall, together with maximum legal interest, costs, and reasonable attorney's fees, be a charge on the land against which such assessment is made and shall be a continuing lien upon said property until paid. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the member owning such property against which the assessment is made. However, such personal obligation for delinquent assessments shall not pass to a members successor in title unless otherwise expressly assumed by such successor.

7. Upon payment of all delinquent assessments, together with any interest, costs or attorney's fees, services shall be promptly restored to the lot upon which said assessment was made.

ARTICLE XI

Inspection of Books and Records

1. The books and records of the Corporation shall be open for inspection by the members at the principal office of the Corporation during reasonable business hours.

ARTICLE XII

Fiscal Year

1. The fiscal year shall be subject to determination by the Board of Directors.


ARTICLE XIII

Amendments

1. These By-Laws may be amended, altered, repealed, revised, or added to, at any annual meeting of the members or at any special meeting of the members called for that purpose, by an affirmative vote of a two-thirds majority of eligible voters during the first year of operation of the Corporation; subject, however, to approval of the amendment(s) by H.U.D. during said first year. Thereafter, amendments may be made by a two-thirds majority of all members eligible to vote.

Approval of Directors

The foregoing By-Laws, after being read Article by Article were approved by the Directors of this Corporation at a meeting held on the 3rd day of July, 1985.


Secretary
Jimmy L. Mayes

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EXHIBIT "A"

The S/2 N/2 SE/4 and the S/2 SE/4 in Section 2, Township
4 North, Range 6 East, Pontotoc County, Oklahoma.

STATE OF OKLAHOMA
Pontotoc County SS No. _____
and the record on the 5 day
of July 1945 at 2:45
o'clock P. M., and recorded in
book 1249 at page 612
JAMES H. MCGAHA, County Clerk
M. Wilson Deputy

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