

Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

American Abstract Co. of McClain County, Inc.

(File Number: 20231598-1)

Auction Tract 2

(Lots 1 & 2 of Northern Winds Heights in Purcell, OK)

For January 25, 2024 sealed bid auction conducted by:

Schrader Real Estate and Auction Company, Inc.

(in cooperation with Richard Branch Auctioneers)

On behalf of:

The City of Purcell, Oklahoma, a Municipal Corporation (Tract 1)
Purcell Public Works Authority, an Oklahoma Public Trust (Tract 2)



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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.: 20231598-1
Issuing Office File No.: 20231598
Property Address: Purcell, OK 73080

SCHEDULE A

1. Commitment Date: December 18, 2023 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Purcell Public Works Authority, an Oklahoma Public Trust, by virtue of a Warranty Deed recorded July 29, 1999 in Book 1522, Page 759.
5. The Land is described as follows:
Lots One (1) and Two (2), Block Two (2) in NORTHERN WINDS HEIGHTS, being a part of the NW/4 of Section 36, Township 7 North, Range 2 West, City of Purcell, McClain County, Oklahoma, according to the recorded plat thereof.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and 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)

Fidelity National Title Insurance Company

Gayle Helton

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

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 agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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.
 - a. Joint Tenancy Deed from Purcell Public Works Authority, an Oklahoma Public Trust to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. 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 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. 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.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



20231598

SCHEDULE B, PART I
(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



20231598



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes for the year 2023 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20231598

SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Ordinance No. 863 annexing subject property into the City of Purcell, Oklahoma, filed January 19, 1976, in Book 554, Page 697.
15. Roadway and utility easements as shown on Plat of Northern Winds Heights, filed July 14, 1998, in Book 1489, Page 566.
16. Restrictive covenants, conditions, easements, limitations, exceptions, minimum and maximum setback lines as shown in an instrument entitled Declaration of Covenants, Conditions and Restrictions, filed July 14, 1998, recorded in Book 1489, Page 567, Amendment filed of record September 3, 2003 in Book 1672, Page 406, which do not provide for a forfeiture or reversion of title upon violation thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
17. Pipeline easement, together with all rights incidental thereto, in favor of Kerr-McGee Oil Industries filed of record August 25, 1960 in Book 317, Page 120.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20231598

✓
Exceptions
 #14

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF PURCELL, OKLAHOMA TO INCLUDE A TRACT OF LAND SITUATED IN SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST AND TRACT OF LAND SITUATED IN SECTION 35, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, MCCLAIN COUNTY, STATE OF OKLAHOMA, NORTH OF AND ADJACENT TO EXISTING CITY LIMIT. MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE WEST HALF OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN; LYING EAST AND NORTH OF THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 74-G MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NW NW; and THE SW SE NW; THE W/2 NE SW; AND ALL THAT PART OF THE SW NW AND THE E/2 NW SW AND THE NE SW SW AND THE W/2 SE SW THAT LIES EAST AND NORTH OF THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY 74-G ALL IN SECTION 36, TOWNSHIP 7 NORTH, RANGE 2 WEST, I.M.;

SAID TRACT SUBJECT TO 33 FOOT ROAD EASEMENT ALONG THE SOUTH SIDE AND A 30 FOOT EASEMENT ALONG THE WEST SIDE. EFFECTIVE IMMEDIATELY UPON PASSAGE AND PUBLICATION; AND DECLARING AN EMERGENCY.

WHEREAS, The City Commission of the City of Purcell, Oklahoma in planning the future growth and development of said City, having deemed it in the best interests of the citizens and residents thereof, annex said tracts of land more particularly described as follows, to-wit:

The Estep Estate, consisting of 50 acres as follows: commencing at the Southeast corner of said Southwest quarter; thence west along the South line of said section a distance of 658.37 feet to point of beginning; thence West along a line parallel to South section a distance of 419.27 feet; thence North a distance of 37 feet to a point on the East right of Way line of State Highway 74-G; thence Northwesterly along a curve having a radius of 11,559.20 feet a distance of 709.2 feet, said curve being along the East right of way line of State Highway 74-G; thence North 3° 22' West along said Right of Way line a distance of 102.9 feet; thence Northwesterly along a curve having a radius of 11,579.2 feet a distance of 37.15 feet, said curve being along said right of way line; thence Northwesterly along a curve having a radius of 11,559.20 feet a distance of 164.55 feet; thence North 27° 16' a distance of 102.9 feet; thence Northwesterly on a curve to the left having a radius of 11,559.20 feet a distance of 504.4 feet; thence North 7° 43' West a distance of 51.4 feet; thence Northwesterly on a curve to the left having a radius of 11,569.2 feet a distance of 151.3 feet; thence North 31° 10' West a distance of 51.4 feet; thence Northwesterly on a curve to left having a radius of 11,559.2 feet a distance of 151.8 feet to a point on North line of said State Highway 74-G right of way, said point is also North line of the South/2, NW/4, SW/4; thence East along a line parallel to South section line a distance of 298.2 feet; thence North along the West line of the NW/4 NE/4 SW/4 and the SW/4 SE/4 NW/4 a distance of 1320 feet; thence East along the North line of said SW/4 SE/4 NW/4 a distance of 660 feet; thence South along the East line of said SW/4 SE/4 NW/4 and the W/2 of the E/2 of the SW/4 a distance of 3300 feet to the point of beginning, containing 50 acres, more or less. Said tract subject to 33 foot road easement along the South side and a 30 foot easement along the West side. The South Ten (10) acres of said tract is hereby zoned U-3 Commercial; ten (10) acres, more or less, more particularly described as follows: commencing at the Southeast corner of said Southwest quarter; thence West along the South line of said Section a distance of 658.37 feet for a point of beginning; thence West along the South line of said Section a distance of 419.27 feet; thence North a distance of 37 feet to a point on the East Right of Way line of State Highway 74-G; thence Northwesterly along a curve having a radius of 11,559.20 feet a distance of 709.20 feet, said curve being along the East Right-of-Way line of State Highway 74-G; thence N 3° 22' W along said Right-of-Way line a distance of 102.90 feet; thence Northwesterly along a curve having a radius of 11,579.20 feet a distance of 37.15 feet; said curve being along said Right-of-Way line; thence East and parallel to the South line of said Section a distance of 590 feet; thence S 0° 17' 20" E. a distance of 865 feet to the point of beginning. Section 36, Township 7 North, Range 2 West of the Indian Meridian, McClain County, Oklahoma.

The Purcell Veterinary Hospital property described as a piece, parcel or tract of land lying East of the Interstate Highway 35 in the S/2 SW/4 NW/4 and the NE/4 NW/4 SW/4, all in Section 36, Township 7 North, Range 2 West, McClain County, Oklahoma more particularly described as follows: Beginning at the Northeast corner of the

said S/2 SW/4 NW/4 and running West a distance of 887.7 feet to the East right-of-way line of the said highway; thence Southeasterly along said right-of-way line (which is a curve to the right having a radius of 11,559.2 feet) for a distance of 896.5 feet; thence Easterly a distance of 501 feet to a point on the East line of said NE/4 NW/4 SW/4, 552 feet North of the Southeast corner; thence North a distance of 768 feet to the point of beginning, containing 12.4 acres, more or less, and zoned Agricultural.

The Carco Investments, Inc property more particularly described as follows: A part of the N/2 SW/4 NW/4, Section 36, Township 7 North, Range 2 West, McClain County, Oklahoma, beginning at a point on the South line of said N/2 SW/4 NW/4 a distance of 433.5 feet East of the SW corner of said N/2 SW/4 NW/4 said point being on the East State Highway Right-of-way line; thence Northwesterly along said East Right-of-way line on a curve to the left having a radius of 11,559.2 feet, a distance of 618.0 feet; thence N 25° 18' E a distance of 91.0 feet to a point on the North line of said N/2 SW/4 NW/4 and said East Right-of-way line; thence East along said North line a distance of 673.3 feet; thence South and parallel to the West line of said N/2 SW/4 NW/4, a distance of 657.3 feet to a point on the South line of said N/2 SW/4 NW/4 thence West along said South line a distance of 387.5 feet to the point of beginning, containing 8.0 acres, more or less.

The Carco Investments, Inc. property more particularly described as follows: a part of the North/2 SW/4 NW/4, Section 36, Township 7 North, Range 2 West, McClain County, Okla, more particularly described as beginning at a point on the South line of said North/2 SW/4 NW/4 a distance of 821.0 feet East of the Southwest Corner of said North/2 SW/4 NW/4; thence North and parallel to the West line of said N/2 SW/4 NW/4 a distance of 657.3 feet to a point on the North line of said N/2 SW/4 NW/4; thence East along said North line a distance of 503.8 feet to the Northeast Corner of said N/2 SW/4 NW/4; thence South along the East line of the N/2 SW/4 NW/4 a distance of 656.05 feet to the Southeast corner of said North/2 SW/4 NW/4; thence West along the South line of said North/2 SW/4 NW/4 a distance of 503.2 feet to the point of beginning, containing 28 acres, more or less.

Doris Sparlin property more particularly described as follows: The Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Thirty-Six (36), Township Seven (7) North, Range Two (2) West, McClain County, Oklahoma.

~~_____~~
~~_____~~
~~_____~~

NOW, THEREFORE, THE COMMISSION OF THE CITY OF PURCELL HEREBY ORDAINS:

SECTION 1. That the City limits of the City of Purcell, Oklahoma be extended to include the following described property, to-wit:

A tract of land in the West half of Section 36, Township 7 North, Range 2 West of the Indian Meridian; lying East and North of the East Right-of-Way line of State Highway 74-G more particularly described as follows: the NW NW and the SW SE NW; the W/2 NE SW; and all that part of the SW NW and the E/2 NW SW and the NE SW SW and the W/2 SE SW that lies East and North of the East Right-of-Way line of State Highway 74-G all in Section 36, Township 7 North, Range 2 West, IN;

~~_____~~
~~_____~~

and the same is hereby annexed to said City.

SECTION 2. That for the preservation of the public peace, and safety an emergency is hereby deemed to exist by reason whereof this ordinance shall take effect, and be in full force and effect immediately from and after it's passage, approval and publication.

Passed and approved this 19 day of May, 1975.

J. L. Miller
Mayor

ATTEST:
Clerk-Treasurer
Mary L. Summers
Clerk-Treasurer
(Seal)
OKLAHOMA

Published 22 day of May 1975-Purcell Register.

BOOK 554 PAGE 699

STATE OF OKLAHOMA)
COUNTY OF McCLAIN) SS

I, the undersigned, this duly qualified Clerk/Treasurer of the City of P. R. P. in said County and State, hereby certify that the above and foregoing copy of Ordinance 863 is a true and complete copy of Ord. # 863 duly adopted by the City Commission and approved by the Mayor of said City, on the date therein set out, and recorded in my office.

WITNESS my hand and seal of said City this 17 day of November, A.D. 1976

(SEAL)

Mary L. Summers
City Clerk/Treasurer

STATE OF OKLAHOMA) SS
McCLAIN COUNTY)
Filed for record on the 19 day of January, D. 19 76
at 11:00 o'clock A.M. Recorded in
Book 554 on page 699
Jimmeline Collins, County Clerk

By _____ Deputy
Return to: City Clerk
City Hall, Pairsall

#15



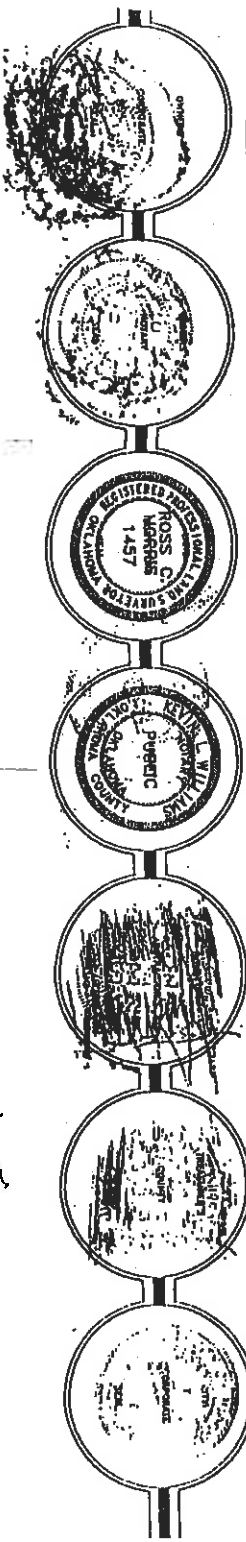
1489, 566

FINAL PLAT
OF

NORTHERN WINDS HEIGHTS
BEING A PART OF THE N.W./4 OF SEC. 36, T. 7 N., R. 2 W., I.
CITY OF PURCELL, McCLAIN COUNTY, OKLAHOMA

Filed by
McClain
County Clerk
Book 1489
Page 566
Date 7-14-98
Time 2:30

NUMBER	BEARS	CURVE DATA				CHORD BEARING	RADIUS
		START	END	ANGLE	LENGTH		
C1	270° 28' 44"	50.00	334.04	70.41	N 89° 07' 00" E	48.48	
C2	48° 14' 33"	54.50	27.34	38.54	S 22° 07' 15" E	14.58	
C3	48° 14' 33"	54.50	27.34	38.54	N 16° 53' 14" W	27.83	
C4	31° 08' 32"	100.00	51.50	58.83	N 46° 10' 00" E	38.28	
C5	29° 25' 46"	100.00	51.50	58.83	N 16° 43' 22" E	28.28	
C6	29° 25' 46"	100.00	51.50	58.83	N 39° 18' 50" W	27.23	
C7	50° 53' 17"	125.00	64.52	68.40	N 29° 11' 50" E	54.10	
C8	04° 45' 12"	125.00	64.52	68.40	N 03° 12' 50" E	72.01	
C9	188° 25' 20"	50.00	138.17	68.40	S 49° 04' 50" W	27.01	
C10	QUARTER					10.77	
C11	34° 50' 34"	54.50	20.87	20.58	N 72° 11' 22" E	10.77	
C12	34° 50' 34"	54.50	20.87	20.58	S 17° 10' 13" W	48.58	
C13	210° 28' 44"	50.00	334.04	70.41	S 89° 07' 00" W	14.58	
C14	210° 28' 44"	50.00	334.04	70.41	N 12° 07' 25" W	14.57	
C15	48° 14' 33"	54.50	27.34	38.54	N 12° 07' 25" W	14.57	
C16	48° 14' 33"	54.50	27.34	38.54	N 02° 22' 45" W	14.59	
C17	14° 48' 17"	125.00	31.52	31.44	N 31° 30' 30" W	18.44	
C18	14° 48' 17"	125.00	31.52	31.44	N 16° 58' 11" W	28.07	
C19	27° 13' 10"	75.00	11.80	30.48	N 16° 58' 12" W	18.45	
C20	27° 13' 10"	75.00	11.80	30.48	N 28° 32' 30" W	211.48	
C21	07° 02' 57"	1188.20	202.81	204.80	N 31° 32' 30" W	172.48	
C22	07° 02' 57"	1188.20	202.81	204.80	N 22° 32' 30" W	14.58	
C23	27° 02' 52"	110.00	18.48	18.48	N 07° 14' 20" W	24.29	
C24	27° 02' 52"	110.00	18.48	18.48	N 11° 14' 20" W	24.29	
C25	27° 02' 52"	110.00	18.48	18.48	N 11° 14' 20" W	24.29	



2500

Plat of Northern Winda Hts.
pt. of NW14 36-7N-2W

Recpt. # 6104

Bk 1489 Pg. 566 - Plat 2 pg 24-A

Filed 7-14-98 @ 2:30 pm

Blk. 1 - lots 1-13

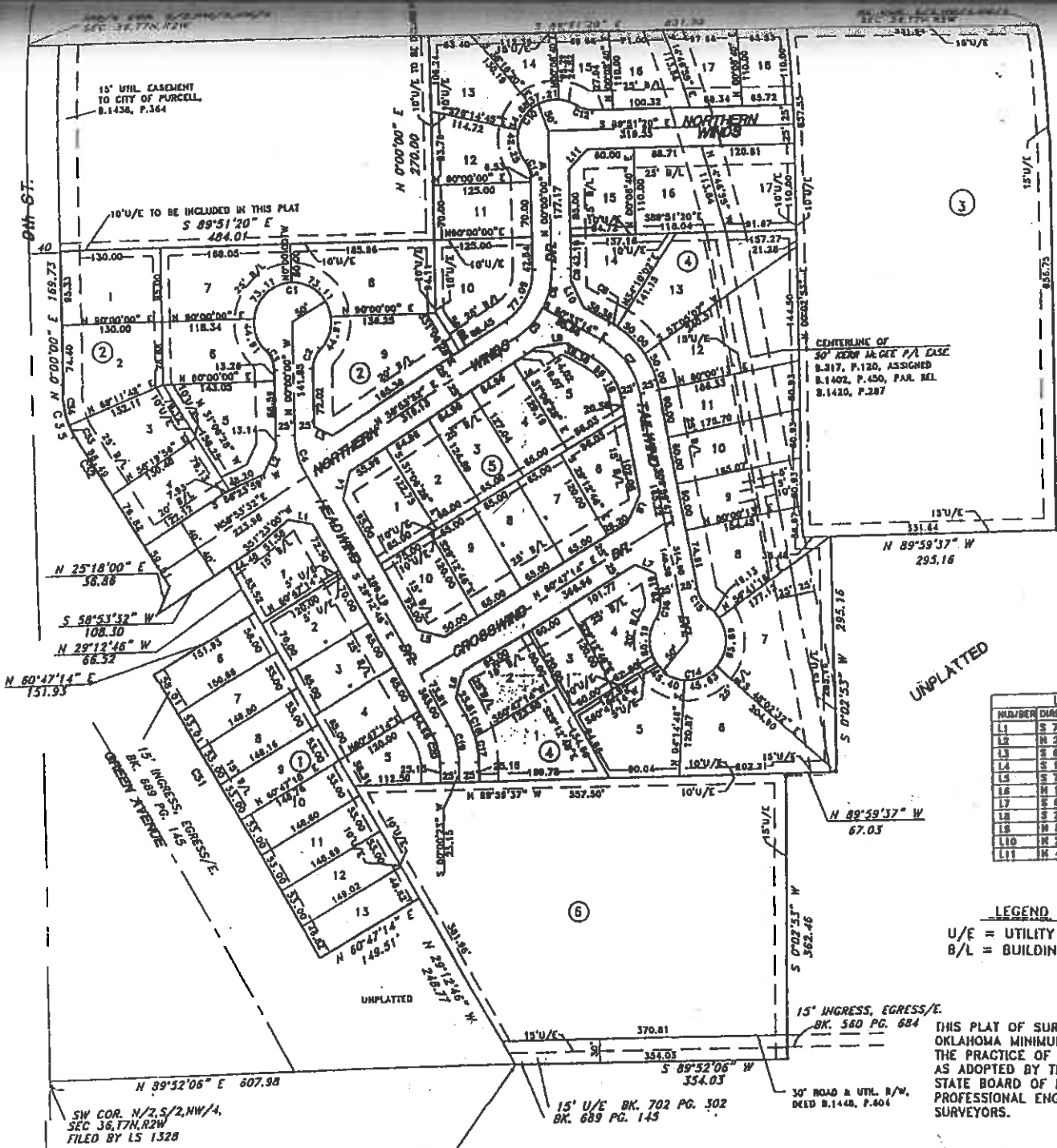
Blk. 2 - lots 1-18

Blk. 3 - no lots

Blk. 4 - lots 1-17

Blk. 5 - lots 1-10

Blk. 6 - no lots



CONTAINING OF
30' REAR ALLEY P/A CASE
B-317, P.126, ASSIGNED
B-1402, P.450, PAR. REL
B-1420, P.287

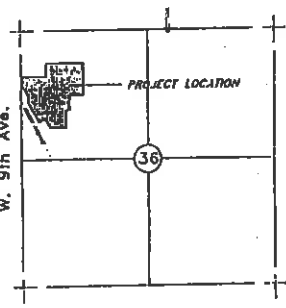
NUMBER	DIRECTION	DETAIL
L1	S 78°34'51" E	52.54
L2	W 27°18'02" E	58.81
L3	S 62°18'12" E	28.81
L4	S 14°30'33" W	38.94
L5	S 24°15'48" E	38.94
L6	W 19°47'14" E	53.54
L7	W 64°34'16" E	28.86
L8	S 23°25'14" W	48.78
L9	W 43°00'03" E	48.78
L10	W 24°11'51" W	48.78
L11	W 45°04'20" E	33.51

LEGEND
U/E = UTILITY EASEMENT
B/L = BUILDING LINE

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

**NORTHERN WINDS HEIGHTS
DESIGN ENGINEERS, INC.**
1814 GREENBRIAR PLACE
OKLAHOMA CITY, OKLA.
(405) 691-8333
CA 1020, EXP. 8-30-89

SW COR. N/2, S/2, NW/4,
SEC 36, T7N, R2W
FILED BY LS 1328



LOCATION MAP

SCALE: 1"=41'

BASIS OF BEARING - DEPT OF SURVEY

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT FIRST AMERICAN BANK AND TRUST COMPANY, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS, OR CORPORATION HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND THAT THEY HEREBY DEDICATE ALL THE STREETS AND EASEMENTS SHOWN HEREON TO THE PUBLIC, FOR THE PURPOSES OF STREETS, UTILITIES AND DRAINAGE, FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGN FOREVER, AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE. IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 14 DAY OF July 1998.

FIRST AMERICAN BANK AND TRUST COMPANY

Michael Huggs ASST. SECRETARY

Harold P. Mayes CHAIRMAN BOARD OF DIRECTORS

STATE OF OKLAHOMA } COUNTY OF McClain } SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 13 DAY OF July 1998 PERSONALLY APPEARED HOLT P. MAYES, CHAIRMAN BOARD OF DIRECTORS, FIRST AMERICAN BANK AND TRUST COMPANY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED WITHIN FOREGOING INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN SET FORTH.

MY COMMISSION EXPIRES: 2-4-00

Orlene Brown NOTARY PUBLIC

LEGAL DESCRIPTION:

A part of the Northwest Quarter (NW/4), Section Thirty-Six (36), Township Seven (7) North, Range Two (2) West of the Indian Meridian, McClain County, Oklahoma. Said part being more particularly described as follows: COMMENCING at the Southwest corner, North Half (N/2), South Half (S/2), Northwest Quarter (NW/4) of said Section Thirty-Six (36); Thence North 89° 52' 04" East along the South line of said North Half (N/2), South Half (S/2) of said Northwest Quarter (NW/4) a distance of 807.88 feet to the POINT OF BEGINNING; Thence North 22° 12' 48" West a distance of 248.77 feet; Thence South 60° 47' 14" West a distance of 148.51 feet to a point on the East Right-of-Way line of State Highway 77, said point being a point on a curve to the left having a chord bearing of North 24° 30' 30" West and a radius of 11589.20 feet; Thence Northwesterly along the arc of said curve a distance of 422.85 feet to a point; Thence North 60° 47' 14" East a distance of 181.85 feet; Thence North 22° 12' 48" West a distance of 68.32 feet; Thence South 89° 53' 33" West a distance of 108.30 feet; Thence North 22° 16' 00" East a distance of 36.88 feet to a point on a curve to the left having a chord bearing of North 31° 32' 56" West and a radius of 1835.20 feet; Thence Northwesterly along the arc of said curve a distance of 224.91 feet to a point on a curve to the right having a chord bearing of North 11° 18' 48" West and a radius of 110.00 feet; Thence Northwesterly along the arc of said curve a distance of 67.78 feet to a point, said point being 40 feet East of the West line of said Northwest Quarter (NW/4); Thence North 0° 00' 00" East parallel to said West line a distance of 186.73 feet; Thence South 89° 51' 20" East a distance of 484.01 feet; Thence North 00° 00' 00" East a distance of 270.00 feet; Thence South 89° 51' 20" East a distance of 801.30 feet to the Northeast corner South Half (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4); Thence South 02° 02' 53" West along the East line of said South Half (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4) a distance of 856.73 feet to the Southeast corner of said South Half (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4); Thence North 89° 58' 37" West along the South line of said South Half (S/2), Northwest Quarter (NW/4), Northwest Quarter (NW/4) a distance of 285.18 feet; Thence South 0° 02' 53" West and parallel to the East line of the North Half (N/2), Southwest Quarter (SW/4) a distance of 295.18 feet; Thence North 89° 50' 57" West a distance of 67.63 feet; Thence South 02° 02' 53" West and parallel to the East line of the North Half (N/2), Southwest Quarter (SW/4), Northwest Quarter (NW/4), a distance of 382.48 feet to the South line North Half (N/2), Southwest Quarter (SW/4), Northwest Quarter (NW/4); Thence South 89° 52' 01" West along the said South line a distance of 354.03 feet to the POINT OR PLACE OF BEGINNING. Containing 26.32 acres, more or less.

LAND SURVEYOR'S CERTIFICATE

I, ROSS C. MORRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL REGISTERED LAND SURVEYOR, AND THAT THE ANNEXED PLAT CORRECTLY REPRESENTS A CAREFUL SURVEY MADE UNDER MY DIRECTION, AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

Ross C. Morris, L.S. 1457

STATE OF OKLAHOMA } COUNTY OF OKLAHOMA } SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROSS C. MORRIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, GIVEN UNDER MY HAND AND SEAL THE 18th DAY OF June 1998.

MY COMMISSION EXPIRES: APRIL 9, 2000

V. L. [Signature] NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

I, [Signature], DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFYING COUNTY TREASURER OF McClain County, STATE OF OKLAHOMA, THAT THE RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 1998, AND YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT, THAT THE REQUIRED STATUTOR SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEARS TAXES. IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT THE CITY OF PURCELL, OKLAHOMA, THIS 17 DAY OF July 1998.

[Signature] COUNTY TREASURER

CITY PLANNING COMMISSION APPROVAL

I, David Spacklin, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE PURCELL, STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE SAID COMMISSION DULY ADOPTED THE ANNEXED PLAT ON THE 27 DAY OF July 1998.

[Signature] CHAIRMAN

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

BE-IT RESOLVED BY THE COUNCIL OF THE CITY OF PURCELL, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT ARE HEREBY ACCEPTED, ADOPTED BY THE COUNCIL OF THE CITY OF OKLAHOMA, CITY, OKLAHOMA, THIS 16 DAY OF July 1998.

Theresa Davis CITY CLERK

[Signature] VICE-MAYOR

CERTIFICATE OF CITY CLERK

I, Theresa Davis, CITY CLERK OF THE CITY OF PURCELL, STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST LAND SHOWN ON THE ANNEXED PLAT ON THIS 16 DAY OF July 1998.

[Signature] CITY CLERK

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES, IN AND FOR THE COUNTY OF McClain, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND ON THE ANNEXED PLAT IS VESTED IN FIRST AMERICAN BANK AND TRUST COMPANY THAT ON THE 17 DAY OF July 1998, THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COUNTY IN SAID COUNTY AND STATE AGAINST SAID LAND, OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR YEAR 1998, AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND, AND NO TAX DEEDS ARE ISSUED TO ANY ONE PERSON, THAT THERE ARE NO LIENS, MORTGAGES, OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE ANNEXED PLAT, EXCEPT MORTGAGES, MINEALS, WATER RIGHTS AND EASEMENTS OF RECORD PREVIOUSLY RESERVED, EXCEPTED OR GRANTED.

IN WITNESS WHEREOF, SAID BONDED ABSTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 19th DAY OF June 1998.

[Signature] ASST. SECRETARY

[Signature] VICE-PRESIDENT

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#16

6105

BOOK 1489 PAGE 567

26.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **FIRST AMERICAN BANK AND TRUST COMPANY OF PURCELL, OKLAHOMA**, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Purcell, County of McClain, State of Oklahoma, which is more particularly described as:

Northern Winds Heights, being a part of the Northwest quarter of Section ~~36~~ 36, ^{180M} Township 7 North, Range 2 West of the Indian Meridian, located approximately East of Green Avenue and West Ninth Street.

NOW THEREFORE, Declarant hereby declares that all of the properties described above be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1 "Owner" shall mean and refer to the recorded Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto, as may hereafter be brought within the jurisdiction of these Covenants.

Section 3 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 4 "Declarant" shall mean and refer to First American Bank and Trust Company of Purcell, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 5 "Architectural Committee" shall consist of three (3) members of the Board of Directors of the First American Bank and Trust Company, Purcell, Oklahoma, or individuals appointed by the Board. The Committee shall be structured in this manner as long as the Bank shall own any property in this development. Should the Bank cease to own property, they shall appoint three (3) individuals as their successors. Their successors shall appoint their own replacements.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1 Review No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee", which shall, as used herein, mean either (a) the Declarant, or (b) a committee composed of three (3) or more representatives appointed by the Declarant. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 2 Fees No fee shall ever be charged by the Architectural Committee for the review specified in Section 1 or for any waiver or consent provided for herein.

Section 3 Proceeding with Work Upon receipt of approval as provided in Section 1, the Owner shall, as soon as is practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1 of this Article.

ARTICLE III

LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS

Section 1 Land Classification All lots within blocks 4 and 5 are hereby classified as single-family lots, i.e., each such lot shall be used exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof; provided, however, that with the written approval of the Developer, one (1) or more lots or one (1) lot and a part of a second lot may be combined into a plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire lot, nor more than one (1) residence on any lot or plot. No

gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the Owner thereof subject to all the terms and provisions hereof, and to the rules.

Lots 6, 7, 8, 9, 10, 11, 12, and 13 of Block 1 and Lots 1, 2, 3, and 4 of Block 2 are designated for commercial use and are hereby exempted from these covenants. Block 3 and Block 6 are designated for future subdivision into residential lots; however, the covenants pertaining to residential construction shall apply to any lots contained in Block 3 and Block 6.

Section 2 Building Restrictions

(a) Minimum Residence Size No residence which contains less than 1,500 square feet, exclusive of basements, open porches, attached carports, attached garages and detached structures shall be built on any lot.

(b) Maximum Residence Height No residence which contains more than two (2) stories shall be built on any lot, provided, however, that the ground floor of the main structure of any two-story residence shall contain not less than 1,200 square feet.

(c) Materials The principal exterior material of the first floor of any residence shall be at least eighty percent, (80%) brick, stone or stucco and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials as the residence to which it is appurtenant. Wood of durable variety may be used on the second floor exterior of any residence. Roofs may be of wood shingles or shakes; slate, clay or concrete tile; built-up with stone covering' or "approved" laminated type composition shingles. "Approved" laminated type composition shingles shall be limited to those which carry a UL Class "A" fire rating, UL wind resistance rating against winds up to 60 MPFH, and manufacturer's limited warranty for not less than twenty-five (25) years.

(d) Foundations Foundations shall be designed so as to prohibit exposure of formed concrete above natural grade.

(e) Garages Garages or carports must be at least two (2) cars wide and may be attached to, detached from or built within a residence. All overhead doors must be aluminum, steel or other metal approved by the Architectural Committee.

(f) Building Limit Lines No building structure or part thereof, except as herein after provided, shall be erected or maintained on any lot beyond the front building limit line. Further, no building structure or part thereof shall be erected nearer than five (5) feet to a side lot line except that cornices, spoutings, chimneys and ornamental projections may extend two (2) feet nearer such side lot line; such limitations being herein called the "Side Building Limit Lines."

(g) Single Story Homes All single story homes shall have a minimum of six (6) pitch principal roof line unless the Architectural Committee waives this requirement.

(h) Signs, Billboards and Detached Structures No signs or billboards will be permitted upon any lot except signs advertising the sale or rental of a lot or lots which do not exceed five (5) square feet in area; provided, however, that this restriction shall not apply to the Declarant. No Detached Structures shall be allowed on any lot which (a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height.

For the purpose of this restriction, small tool storage sheds of less than 121 square feet floor areas and six (6) foot six (6) inch (6'6") cave height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high, sight-proof fence.

(i) Grading and Excavation No building or other structure shall be constructed or maintained upon any lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line, pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his agents, contractors, or representatives will be the responsibility of such Owner, and the owner of the line, pipe, wire or easement may effect all necessary repairs and charge the cost of the same to such Owner.

(j) Moving Existing Building Onto a Lot Prohibited No existing, erected house or detached structure may be moved onto any lot from another location.

(k) Construction Period Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous unless delay is approved by the Architectural Committee in writing. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent which will not be unreasonably withheld, the Developer may, but shall not be obligated to, complete such construction, at the Owner's sole cost and expense.

(l) Utilities The Owner of each lot shall provide the required facilities to receive electric service and telephone service leading from the sources of supply to any improvements erected on such lot by means of underground service conductors installed, owned and maintained by the Owner in accordance with plans and specifications furnished by the suppliers of such services. No Owner shall demand or require the furnishing of such services through or from overhead wiring facilities as long as underground distribution systems are available. Any and all rebates or refunds payable by the City of Purcell or any other provider of utilities related to reimbursement for development cost shall be payable only to the developer and shall not become the property of any subsequent property owner.

Section 3 General Restrictions

(a) **Animals** No animals, fish, reptiles, rabbits, swine, or fowl, other than a reasonable number generally recognized as house or yard pets, shall be maintained on any lot, and then only if kept solely as household pets and not kept, bred or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any owner, or at its sole discretion, the Declarant may declare any particular animal, fish, reptile, rabbits, swine or fowl regardless of size or number to be a nuisance and that any number of such animals shall be a nuisance and/or a hazard to the enjoyment, pleasure or health to other owners. In no instance shall horses, mules, donkeys, cattle, goats, rabbits, swine, ratites, or sheep be considered as house or yard pets and permissible under this Section.

(b) **Storage of Building Materials** No building material of any kind or character shall be placed or stored upon the property line of the lot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

(c) **Vacant Lots** No trash, grass clippings, shrub trimmings, ashes or other refuse may be thrown or dumped on any vacant lot. Dead trees or shrubs shall be removed within the growing season that they appear to be dead. Each Owner of a vacant lot is required to keep such lot in presentable condition or the Declarant may, at its discretion, mow such lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such lot for the cost involved, which shall constitute a lien upon such lot to the same extent as provided elsewhere herein.

(d) **Nuisances** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

(e) **Storage Tanks** No tank for the storage of oil, water, or other fluids, or any other substance regardless of nature, may be maintained above the ground and outside an authorized structure on any of the lots without the consent in writing of the Architectural Committee.

(f) **Boats, Trailers and Vehicles; Temporary Residences** Boats, trailers, motorhomes, or other recreational vehicles may be kept on the premises provided they are concealed within the residence garage or located behind an approved 6-foot high, sight-proof fence. Automobiles and pickup trucks may be parked in driveway. Commercial vehicles, except for pickup trucks, are prohibited. No more than two vehicles may be parked on the driveway on a regular basis.

Under no conditions may a trailer of any type be occupied, temporarily or permanently, as a residence except during the construction period and then only by a workman or watchman. No garage or out-building on any lot shall be used as a residence or living quarters, except by servants engaged on the premises.

(g) Maintenance of Lawns and Plantings on Lots Each owner shall keep all shrubs, trees, grass and plantings of every kind on his lot to the curb lines, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

(h) Repair of Buildings and Improvements No building or improvement upon any lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(i) Garbage, Trash Containers and Collections All garbage shall be disposed of in a kitchen sink appliance installed for that purpose by each Owner in his residence. All other refuse, including lawn and garden clippings and trash, shall be kept in containers. In no event shall such containers be maintained so as to be visible from streets or neighboring property, except to make them available for collection, and then only for the shortest time reasonably necessary to effect such collection.

(j) Clothes Drying Facilities No outside clothes drying or airing facility shall be visible from streets or neighboring property.

(k) Treehouses, Platforms and Antennae No treehouses, platforms in trees, play towers, or other similar structures or equipment, or radio or television antennae greater than four feet in height or three feet in diameter shall be visible from neighboring property.

(l) Fences Fences may be erected along rear property lines, side lot lines on interior lots and on or behind front building limit lines or side building limit lines abutting the side street or a corner lot as shown on the recorded plat. Fences shall be constructed of wood plank, stockade or similar wood materials and shall have finished picket or decorative side facing front and/or side streets. Masonry, stone or brick fences may be approved subject to Architectural Committee approval.

Section 4 Variances As to any lot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that, if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

Section 2 Enforcement Should the Owner or Tenant of any block or lot or building site in this addition violate any of the restrictive covenants or conditions contained herein, and

thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after reasonable notice, then, in such event, any owner of any block, lot or building site in this addition may institute legal proceedings to enjoin, abate or correct such violation or violations. The Owner of the block, lot or lots or building site permitting the violation of such restriction or condition shall pay all attorneys' fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorneys' fees, court costs, and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become alien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by law. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.

Section 3 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4 Amendment The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of July, 1998.

FIRST AMERICAN BANK AND TRUST
COMPANY OF PURCELL, OKLAHOMA

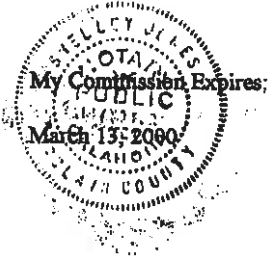
By: Hoyt P. Mayes
Hoyt P. Mayes
Chairman of the Board of Directors

STATE OF OKLAHOMA }
 }
COUNTY OF McCLAIN } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of July, 1998, personally appeared Hoyt P. Mayes, to me known to be the identical persons

who subscribed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS MY HAND and official seal the day and year last above written.



Shelley Jones

Notary Public

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1102

STATE OF OKLAHOMA } SS
 MCCLAIN COUNTY }
 Filed for record on this
 day of July, A.D., 19 78
 at 11:30 o'clock A.M. Recorded in
 Book 1489 or page 576
 Phyllis Bennett, County Clerk.

By [Signature] Deputy
 Return to

First American Bank
P.O. Box 520
Okmulgee OK 73080



24 #16

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by the undersigned lot Owners, being not less than ninety percent (90%) of the lot Owners within Northern Winds Heights Addition to the City of Purcell, McClain County, Oklahoma, as defined in Section 4 appearing on page 7 of the original Declaration of Covenants, Conditions and Restrictions recorded on July 14, 1998, in Book 1489, Pages 567 through 576 of the records of McClain County, Oklahoma, hereinafter referred to as "Declarants of Amendment to Declaration".

WITNESSETH:

WHEREAS, Declarants of Amendment to Declaration are not less than ninety percent (90%) of the lot Owners within Northern Winds Heights Addition to the City of Purcell, McClain County, Oklahoma, being a part of the Northwest Quarter (NW/4) of Section Thirty-six (36), Township Seven (7) North, Range Two (2) West, I.M., McClain County, Oklahoma.

WHEREAS, Declarants of Amendment to Declaration hereby intend to amend the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, according to the terms hereof and intend to clarify the purpose and meaning of certain ambiguous provisions of said original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

NOW THEREFORE, Declarants of Amendment to Declarations hereby declare that except as stated herein, the recorded on July 14, 1998, in Book 1489, Pages 567 through 576 of the records of McClain County, Oklahoma, are reaffirmed and shall continue in full force and effect.

1. The definition of the terms "Owner", "Properties", "Lot", and "Declarant" as contained in ARTICLE I, DEFINITIONS, SECTION 1 through SECTION 4 shall remain unchanged.
2. Section 5 of ARTICLE I, DEFINITIONS, defining "Architectural Committee" is hereby amended and shall henceforth read as follows:
Section 5. "Architectural Committee" shall consist of three (3) Owners elected by the Owners at annual meetings of the Owners. Each Lot shall have one (1) vote, provided however that no Owner shall be entitled to more than one (1) vote. The annual meeting of the Owners shall take place at 7:00 p.m. on the first Monday evening in August of each year at a location within the Addition to be determined by the Architectural Committee. Notice of the date and location of the annual meeting shall be mailed by first class mail at least 14 days prior to the annual meeting to all Owners at the address shown on the records of the McClain County Treasurer as of July 1 of each year. Until such time that the Architectural Committee shall be elected, HOWELL PENDLETON shall serve from the date hereof until

August 2, 2004; JOHN OTT shall serve from the date hereof until August 1, 2005; and PAT BAYFER shall serve from the date hereof until August 7, 2006. The terms of persons elected to succeed Hoyt P. MAYES, AL MUSGRAVE and KEVIN WINGATE shall be three (3) years. Any member of the Architectural Committee who ceases to be an Owner shall automatically cease to be a member of the Architectural Committee. In the event of a vacancy on the Architectural Committee, the remaining members of the Architectural Committee may appoint a new member to serve the remainder of the term that has been vacated. In the event the remaining members fail to appoint a new member of the Architectural Committee within sixty (60) days of a vacancy occurring, then a special meeting of the Owners must be called to elect a member of the Architectural Committee to serve the remainder of the term that has been vacated. Notice of a special meeting shall be given in the same manner as notice of an annual meeting to all Owners as shown by the records of the McClain County Treasurer as of the date that the notice is required to be mailed. No Owner shall succeed themselves as a member of the Architectural Committee unless 100% of the Owners unanimously elect a member to succeed themselves at an annual meeting. At no time shall more than one member of the Architectural Committee be a non-resident Owner.

3. Section 1 of ARTICLE II, ARCHITECTURAL CONTROL, is hereby amended and shall henceforth read as follows:

Section 1. Review No building, fence, walk, driveway, wall or other structure or improvement shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans or specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the "Architectural Committee". With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design or location within thirty (30) days after the required plans and specifications have been submitted to it, approval will not be required and this condition will be deemed to have been fully satisfied.
4. Section 2 and 3 of ARTICLE II, ARCHITECTURAL CONTROL, dealing with "Fees" and "Proceeding with Work" shall remain unchanged.
5. Section 1 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:

Section 1. Land Classification All Lots within Blocks 4 and 5 are hereby classified as single-family lots, i.e. each such lot shall be used

exclusively for single-family residential purposes and for the exclusive use and benefit of the Owner thereof, provided, however, that with the written approval of the Architectural Committee, one (1) or more lots or one (1) lot and a part of a second lot may combined into a plot. In no case, however, shall a residence ever be built upon a tract consisting of less than an entire lot, nor more than one (1) residence on any lot or plot. No gainful occupation, profession, business, trade or other non-residential activity shall be conducted on any lot or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any lot from time to time by the Owner thereof subject to all the terms and provisions hereof.

Lots 6, 7, 8, 9, 10, 11, 12, and 13 of Block 1 and Lots 1, 2, 3, and 4 of Block 2 are designated for commercial use and are hereby exempted from these covenants. Block 3 has been previously withdrawn from these covenants. Block 6 is designated for future subdivision into residential lots; however the covenants pertaining to residential construction shall apply to any lots contained in Block 6.

6. Paragraphs (a), (b), (c), (d), (e), (f), and (g) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Minimum Residence Size", "Maximum Residence Height", "Materials", "Foundations", "Garages", "Building Limit Lines" and "Single Story Homes" shall remain unchanged.
7. Paragraph (h) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:

(h) Signs, Billboards and Detached Structures No signs or billboards will be permitted upon any lot except signs advertising the sale or rental of a lot or lots which do not exceed five (5) square feet in area. No Detached Structure shall be allowed on any lot which (a) except for greenhouses, does not correspond in style and architecture to the residence to which it is appurtenant, or (b) is more than one (1) story in height. For purposes of this restriction, small tool storage sheds of less than 121 square feet floor areas and six (6) foot, six (6) inch (6'6") cave height may be maintained within rear yard areas provided such rear yard is enclosed with an approved 6-foot high sight-proof fence.
8. Paragraph (i) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Grading and Excavation" shall remain unchanged.
9. Paragraph (j) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:

- (j) **Moving Existing Building Onto a Lot Prohibited** No existing, erected house or detached structure may be moved onto any lot from another location. For purposes of clarification, the prohibition of this paragraph shall extend to modular housing, mobile homes, and all other structures manufactured, constructed, fabricated or assembled off site and moved onto any lot regardless of whether the structure is new or remodeled.
10. Paragraph (k) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:
(k) **Construction Period** Upon commencement of excavation for the construction of a residence, the work must thereafter be continuous unless the delay is approved by the Architectural Committee in writing. Said consent shall not be unreasonably withheld. If a delay of more than ninety (90) days occurs without the Architectural Committee's consent, the construction site shall be deemed a nuisance and the Architectural Committee or any Owner may seek to have the nuisance abated as a private nuisance at the cost of the Owner of the Lot upon which construction is delayed, in any manner provided by law.
11. Paragraph (l) of Section 2 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Utilities" shall remain unchanged.
12. Paragraph (a) of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:
(a) **Animals** No animals, fish reptiles, rabbits, swine, or fowl, other than a reasonable number generally recognized as house or yard pets, shall be maintained on any lot, and then only if kept solely as household pets and not kept, bred, or raised for commercial purposes. No pet or pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any owner, or at its sole discretion, the Architectural Committee may declare any particular animal, fish, reptile, rabbit, swine or fowl regardless of size or number to be a nuisance and that any number of such animals shall be a nuisance and/or a hazard to the enjoyment, pleasure or health of other Owners. In no instance shall horses, mules, donkeys, cattle, goats, rabbits, swine, ratites, or sheep be considered as house or yard pets and permissible under this section.
13. Paragraph (b) of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Storage of Building Materials" shall remain unchanged.

14. Paragraph (c) of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:
(c) Vacant Lots No trash, grass clippings, shrub trimmings, ashes or other refuse may be thrown or dumped on any vacant lot. Dead trees or shrubs shall be removed within the growing season that they appear to be dead. Each Owner of a vacant lot is required to keep such lot in presentable condition or the Architectural Committee may at its discretion, mow such lot or contract to mow such lot, trim trees, remove trash or refuse and, if necessary, levy and assessment upon such lot for the cost involved, which shall constitute a lien upon such lot to the same extent as provided elsewhere herein.
15. Paragraphs (d), (e), (f), (g), (h), (i), (j), (k), and (l), of Section 3 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, dealing with "Nuisances", "Storage Tanks", "Boats, Trailers and Vehicles; Temporary Residences", "Maintenance of Lawns and Plantings on Lots", "Repair of Building and Improvements", "Garbage, Trash Containers and Collections", "Clothes Drying Facilities", "Treehouses, Platforms and Antennae", and "Fences" shall remain unchanged.
16. Section 4 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, is hereby amended and shall henceforth read as follows:
Section 4 Variances As to any Lot, the limitations and restrictions of Sections 1 through 3 of this Article may be waived or modified by the Architectural Committee, to the extent permitted by law, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive, provided, any such variance shall be minor and shall not substantially depart from the limitations and restrictions of Sections 1 through 3 of this Article.
17. Following Section 4 of ARTICLE III, LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS, in the original Declaration of Covenants, Conditions and Restrictions appears a Section 2 relating to Enforcement and a Section 3 relating to Severability and a Section 4 relating to Amendment, all of which shall remain unchanged.

IN WITNESS WHEREOF, the undersigned Declarants of Amendment to Declaration, who represent that they constitute not less than ninety percent (90%) of the lot Owners within Northern Winds Heights Addition to the City of Purcell, McClain County, Oklahoma, have hereunto set their hands this 29 day of AUGUST, 2013.

Emily Marie Woolen Smith
Emily Marie Woolen Smith

Matt Smith
Matt Smith

Bill W Mann
Bill W Mann

Mary Keeler
Mary Keeler

Thomas L. Baxter
Thomas L. Baxter

Pat Baxter
Pat Baxter

Greg Wheat
Greg Wheat

Howell Pendleton
Howell Pendleton

Linda Pendleton
Linda Pendleton

Scott D. Nunn
Scott D. Nunn

Anita Ballard
Anita Ballard

Dennis Ray Hooper
Dennis Ray Hooper

Todd Webb
Todd Webb

Mary Webb
Mary Webb

Floyd R. Baugh
Floyd Baugh

Betty Baugh
Betty Baugh

Bunnie Hottle
Bunnie Hottle

Beverly Hottle
Beverly Hottle

Truman I. Earles
Truman I. Earles

Kaoru Earles
Kaoru Earles

Kenneth Morrow
Kenneth Morrow

Wanda Morrow
Wanda Morrow

Melisa Frantic
Melisa Frantic

John Ott
John Ott

Charlene Ott
Charlene Ott

Walter A. Hale
Walter A. Hale

James Farris
James Farris

Kevin Wingate
Kevin Wingate

Jufana Comer
Jufana Comer

Jufana Comer
Jufana Comer

Greenfield Homes Inc.

STATE OF OKLAHOMA)
)
) ss.
COUNTY OF McCLAIN)

Before me, the undersigned Notary Public, in and for said County and State, on this 1st day of September, 2003, personally appeared the following persons:

Juliana Comer, Matt Smith, Emily Marie Wootten Smith, Bill W. Mann, Mattie West, Mary Keeler, Thomas L. Baxter, Pat Baxter, Greg Wheat, Howell Pendleton, Linda Pendleton, Scott D. Nunn, Robert D. Nicholson, Dennis Ray Hooper, Todd Webb, Mary Webb, Floyd Baugh, Betty Baugh, Bunnie Hottle, Beverly Hottle, Truman I. Earles, Kaoru Earles, Kenneth Morrow, Wanda Morrow, Melisa Frantic, John Ott, Charlene Ott, Walter A. Hale, James Farris, Kevin Wingate, Greenfield Homes Inc, and Anita Ballard

To me known to be the identical persons who subscribed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS MY HAND, and official seal, this day and year last above written.

Commission Number and Expiration Date:

02007731 5/1/2006

Robert M. ...
Notary Public



4553

RIGHT OF WAY GRANT

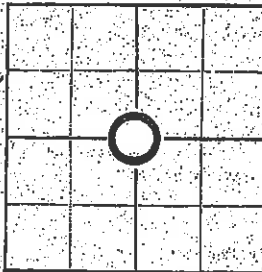
IN CONSIDERATION OF one and 11/100 DOLLARS

this day paid to Ray & Doris Sparlin

by KERR-McGEE OIL INDUSTRIES, INC., receipt whereof is hereby acknowledged do hereby grant and convey unto said KERR-McGEE OIL INDUSTRIES, INC., its successors and assigns, the right to locate, maintain and operate a pipe line for the purpose of conveyance of oil, gas and by-products thereof, water, and such drips, fittings, meters and appurtenances as may be necessary or convenient for such operations, over, through and upon that

certain tract of land situated in McClain County Oklahoma

and thus described NW 1/4 NW 1/4 & NE 1/4 SW 1/4 of NW 1/4
Sec 3, T13, R13, S13, Section 36, T13, R13, S13
McClain County Oklahoma



Also there is hereby granted a right to erect and maintain a power and telephone line. The rights herein granted shall permit the use of such land as may be necessary for said pipe line and for said power and telephone line, and shall also permit the grantee herein, its successors and assigns, to do whatever may be necessary to their construction or for the enjoyment of the rights herein granted, including the right of ingress and egress to and from said tract of land for the purpose of laying, maintaining, repairing and restoring of said pipe line and said power and telephone line, and for removing of same when desired by the grantee, its successors and assigns. And the right to lay, construct, operate, maintain and remove additional pipe lines, power and telephone systems, over said lands, is hereby granted to KERR-McGEE OIL INDUSTRIES, INC., its successors and assigns, upon payment of an additional sum equal to the consideration above named. If the amount of damages to fences, crops or other improvements which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe line or power and telephone lines, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by Kerr-McGee Oil Industries, Inc., its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

TO HAVE AND TO HOLD the said easement unto the said KERR-McGEE OIL INDUSTRIES, INC., its successors and assigns, so long as the same shall be useful for the purpose desired of by said grantee, which by the acceptance hereof covenants and agrees with the grantor that the pipe line shall be buried below plow depth when requested by said grantor.

WITNESS hand this day of A. D. 19

Ray Sparlin
STATE OF OKLAHOMA
McCLAIN COUNTY

ACKNOWLEDGMENT

Filed for record on the
25 day of August A. D. 19 60
at 8:30 o'clock A. M. Recorded in
Book 317 on Page 120
Ray Sparlin
County Clerk
Oklahoma

STATE OF Oklahoma

COUNTY OF McClain

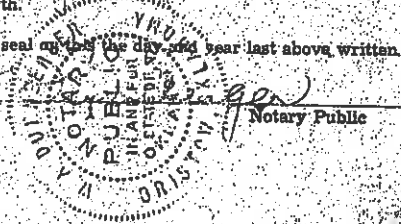
Before me, W.A. Durnberger a Notary Public within and for the

above named county and state, on this the 9 day of June 1960, personally appeared

Ray & Doris Sparlin to me known to be the identical persons who executed the within and foregoing instruments, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this day and year last above written.

My Commission Expires August 3, 1963



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