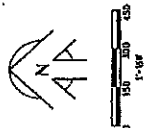
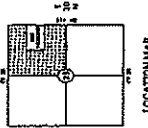
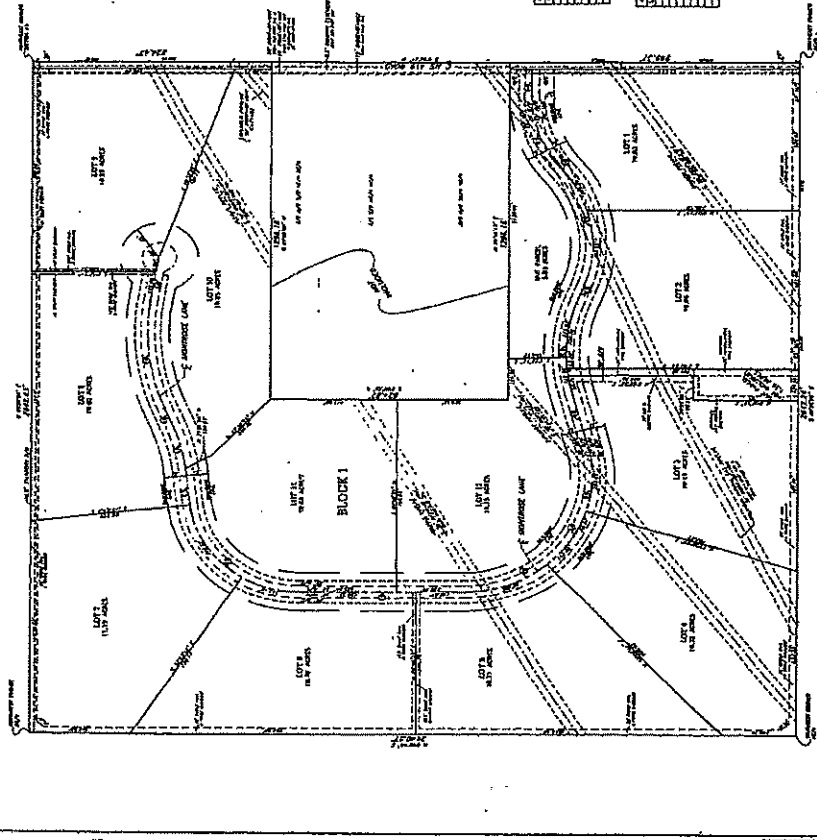


022945 VOL 1645 PAGE 438

Montrose

A SUBDIVISION IN THE NE/4
OF SECTION 25, T-25-N, R-14-E
OF THE NINTH BLDG. & HIGHWAY DISTRICT, COUNTY, STATE OF OKLAHOMA



ADDRESS AND 25 LOTS IN 1 BLOCK AND
CORNER TO NE/4 ADJACENT ON LEE.

OWNER:
MONTROSE, LLC
5711 East 71st Street
Oklahoma City, Oklahoma 73114
(405) 863-8024
Approved: 08/15/2025

SURVEYOR:
WHITE SURVEYING COMPANY
1008 Oklahoma 73114
(405) 863-8024
Approved: 08/15/2025

LEGEND:
WC = WATER COURSE
VA = VARIATION
E = EASEMENT

STANDARD AND BOUND BY THE EAST LINE OF THE NE/4 OF
SECTION 25, T-25-N, R-14-E, COUNTY, STATE OF OKLAHOMA TO BE
A TRACT OF LAND.

1	1/4 AC.
2	1/4 AC.
3	1/4 AC.
4	1/4 AC.
5	1/4 AC.
6	1/4 AC.
7	1/4 AC.
8	1/4 AC.
9	1/4 AC.
10	1/4 AC.
11	1/4 AC.
12	1/4 AC.

1	1/4 AC.
2	1/4 AC.
3	1/4 AC.
4	1/4 AC.
5	1/4 AC.
6	1/4 AC.
7	1/4 AC.
8	1/4 AC.
9	1/4 AC.
10	1/4 AC.
11	1/4 AC.
12	1/4 AC.

Monument Notes:
ALL LOT AND BLOCK CORNERS ARE MARKED WITH IRON
PIPE AND ALL CORNERS ARE BOUND BY THE EAST LINE OF
SECTION 25, T-25-N, R-14-E, COUNTY, STATE OF OKLAHOMA TO BE
A TRACT OF LAND.

STATE OF OKLAHOMA
COUNTY OF ROGERS
FILED

DATE 12-22-09 TIME 2:15
PEGGY ARMSTRONG, COUNTY CLERK
BY [Signature]

Montrose, Rogers County
This Plat is Correct
JULY 11 2017

Deed of Dedication and
Declaration of Restrictive Covenants

Montrose

KNOW TO ALL MEN BY THESE PRESENTS:

Montrose, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "OWNER" is the owner of Land the following described Land in Rogers County, State of Oklahoma, to-wit:

The Northeast Quarter (NE1/4) of Section 26, Township 20 North, Range 16 East of the Indian Base Meridian, Rogers County, State of Oklahoma, according to the United States Government Survey thereof, LESS AND EXCEPT the North half of the North Half of the Southeast Quarter (N1/2 N1/2 SE1/4 NE1/4) and LESS AND EXCEPT the South 495 feet of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4).

And has caused the above described land to be surveyed, staked, and split into 12 lots with an improved road for all to lie within a common access easement area, in conformity with the subject plat, and has designated the entire land area as MONTROSE.

THE OWNER hereby grants and establishes perpetual exclusive mutual access easements depicted on the accompanying plat as MAE or mutual access easement, fencing and landscaping easement, for the purposes of permitting the owner of each lot, their grantees, tenants, invitees, guests, successors and assigns to have vehicular and pedestrian access and passage within Montrose and to and from the public roads adjacent to Montrose on and across the areas within each lot subject to a mutual access easement. The fencing and landscaping easements shall be for fencing and landscaping purposes at the entrance. The mutual access easements shall be for the sole and exclusive use and benefit of the owners of each lot within Montrose and their grantees, tenants, invitees, guests, successors and assigns and shall be appurtenant to the ownership of each lot. Governmental agencies and the suppliers of utility services to Montrose shall have the use of such easements for vehicular and pedestrian access to the lots within Montrose. Additionally, the OWNER does hereby dedicate to the public the utility easements designated for the several purposes of constructing, maintaining, operating, repairing, and replacing any and all public utilities including telephone and communication lines, electric power lines, and transformers, gas lines, water lines, and cable television lines, together with all fittings and facilities necessary for such utilities. However, the OWNER hereby reserves the right to construct, maintain, operate, lay, and re-lay any such utilities that it may deem necessary.

THE OWNER hereby grants and establishes a perpetual exclusive mutual access easement depicted on the accompanying plat as BRIDLE TRAIL for the purposes of permitting the owner of each lot, their grantees, invitees, guests, successors and assigns to have horse and pedestrian access and passage within Montrose and to and from the public roads adjacent to Montrose on and across the areas within each lot subject to a mutual access easement. The BRIDLE TRAIL shall be for the sole and exclusive use and benefit of the owners of each lot within Montrose and their grantees, tenants, invitees, guests, successors, and assigns, and shall be appurtenant to the ownership of each lot. The Montrose Homeowners Association shall maintain the areas designated as Bridle Trails. THE OWNER herein imposes restrictive covenants which shall be binding on each lot owner and shall be enforceable by Rogers County, affecting utility service providers. No building structure or other above or below ground construction that interferes with the above set forth uses and purposes of an easement shall be in the subject easements provided however that nothing herein shall be deemed to prohibit drives, parking areas, landscaping and approved fences from such easements. All Montrose construction MUST be approved in writing by the Montrose Architectural Committee (MAC) prior to the commencement of construction. The MAC shall consist of two members selected by the OWNER. The OWNER shall name all replacement members to the committee until control of MAC shall be transferred to the Montrose Home Owners Association, at the completion of all construction.

THE OWNER imposes the following restrictive covenants for the purpose of providing for an orderly use of the land to insure adequate restrictions for the mutual benefit of the OWNER and all subsequent lot owners, and their successors and assigns. The OWNER does hereby impose the following restrictions which shall be covenants running with the land, and shall be binding on all lot owners. The use of all lots shall be residential and such accessory uses as reasonable.

1. RESIDENCE: There shall be only one residence per lot. Such residence must be built on site, and must be approved by the Montrose Architectural Committee (MAC). Such residence must be hooked to a sewage disposal system approved by the State of Oklahoma, prior to occupancy of the residence. No manufactured homes will be allowed to be moved in to Montrose to be used as housing on any temporary or permanent basis.
2. LIVING AREA: Each lot is restricted to a single family dwelling containing a minimum of 2000 square feet of conditioned living area.
3. VENEER: Each home shall have a minimum of 65% veneer, 100% veneer in front of the home, and roofs of no less than 6/12, over 80% of the roof area.
4. WINDOWS: no mill finished windows, storm windows or doors shall be allowed.
5. ROOFING: All of Montrose shall have a singular roofing material. Such roofing material will be determined by the Montrose Architectural Committee and shall be used on each and every structure to be built. MAC may allow upgrade exceptions.
6. CHIMNEYS: All chimneys facing the roadway of any lot, shall have full masonry veneer.
7. MAILBOXES: Any mailboxes must have MAC approval.
8. LANDSCAPING: Each residence shall have landscaping across the front of the residence, within 90 days of completion of the residence.
9. BARN/STRUCTURES: No structures previously used may be moved onto any lot. All Barns or Storage structures shall be a baked finish metal sided structure with a color pattern to be selected by MAC. Living areas in barns may be used as temporary and or occasional quarters. No manufacture homes will be allowed to be moved in to Montrose to be used as housing on any temporary or permanent basis.
10. STORAGE: No lot shall be used for outside storage. Working vehicles may be parked behind residence. Covered structures are preferred for all vehicles.

11. **FENCING:** All fencing shall be approved by MAC, prior to installation. Fences must be residential in nature. Such fencing shall not be over six feet in height, and must not be placed in front of subject residences. No fencing may be made of corrugated or sheet metal, or barbed wire. Exception: barbed wire may be used on the perimeter of Montrose (except on the east). Pasture fencing shall be allowed forward of a residence, to the side, but not in front of such residence.
12. **SIGNAGE:** Only one marketing sign may be used for the marketing of each residence, except for directional signs and Builder signs. No product marketing signs shall be placed on any lots.
13. **LOT SPLITS/FRONTAGE:** There shall not be any lot splits allowed on the lots shown on the plat. All homes shall front the common roadway serving all the lots.
14. **VEHICLES:** No recreational vehicles or campers or boats, or trailers, of any type, may be parked longer than 7 days in front of any residence. Screening fences, subject to MAC approval, may satisfy this covenant. Hard surface parking pads shall be required for all outside recreation type vehicles or equipment. Also see #10. above. No vehicles are to be parked overnight on the MAC.
15. **DUMPING:** No lot shall be used for dumping of any materials, organic or otherwise. The town/ptl areas in front and beside each residence) of each lot must be maintained with grass not to exceed 6" in height. Pastures shall be cut on a regular, at least annual, basis. The Montrose Homeowners Association (MHA) has the right and power to enforce this covenant, as well as any other covenant, and collect for such enforcement, including the right to lien.
16. **ANIMALS:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood. No breeding operation, kennels, poultry, swine, or cattle operation will be allowed on any residential lot. A maximum of 3 animals of any one kind (dog, cat, etc.) except horses and a total of 5 animals maximum, shall be kept on any lot. A total of 5 horses may be kept on any lot at one time. No pigs shall be allowed at any time.
17. **BUSINESS ACTIVITY:** All lots shall be designated for residential purposes. No business or trade may be conducted in or from any lot except that an owner residing on said lot may conduct business activities so long as all four of the following requirements are met:
- The existence or operation of the business is not readily apparent or detectable by sight, sound, or smell, and that no business signage is placed on the lot.
 - The business activity conforms to all zoning requirements.
 - The business activity does not involve regular visitation to the lot by clients, customers, employees or solicitation of the other lot owners of Montrose.
 - The business activity is consistent with the residential character of the area and does not constitute a nuisance or a hazardous use that may threaten the security or safety of the other owners of Montrose.
18. **UTILITIES**
- Overhead poles may be located along the perimeter of the subdivision for the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the attached plat.
 - All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.
 - Underground service cables and gas service lines to all structures which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.
 - The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities, so installed by it. The supplier of electric, telephone, cable television and gas services shall reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.
 - The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities caused or necessitated by acts of in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

THE DECLARANT will prepare and file these restrictive covenants and Articles of Association which will define the organization and purpose of the MONTROSE Home Owners Association. The articles may be amended, from time to time as set forth herein. All lot owners shall be a member of and adhere to the By-laws and/or rules of the Montrose Home Owners Association. Each member of the Association will have one vote, except OWNER/Declarant. OWNER/Declarant shall have three (3) votes per Lot owned by OWNER/Declarant. The Montrose Home Owners Association shall have the authority and power to assess homeowners dues to maintain the common elements of Montrose. The common elements shall be defined as all areas east of the Montrose fencing at road 419, and all of the Montrose entryway fencing, landscaping, gates and openers. These common elements may be added or deleted by a simple majority vote of the lot owners. Maintain shall mean the mowing, weeding, and cosmetic care of the landscaping. It shall also mean the maintenance and repairs of the common road 419 fences and gate. These dues shall initially be \$100 per year or any part of a year. The dues thereafter may be changed by a 51% vote of the lot owners. A lien for dues shall be filed on any lot owner who has not paid their annual dues. Any lot owner who has not paid their dues shall have voting privileges suspended until such dues have been paid in full.

By
OWNER/DECLARANT Stephen M. Murphy
Stephen M. Murphy, Manager
Montrose, LLC

STATE OF OKLAHOMA }
COUNTY OF _____ }

This instrument was acknowledged before me on 28th of December, 2004, by
Stephen M. Murphy, Manager of Montrose, LLC.

Stephen M. Murphy
NOTARY PUBLIC
My Commission Expires: 2-1-2006



CERTIFICATE OF SURVEY

White Surveying Company, an Oklahoma corporation, by Tom A. Haynes, a Registered Professional Land Surveyor in the State of Oklahoma, does hereby certify that the tract of land described herein has been carefully surveyed, subdivided, and plotted and that the plot attached hereto and designated "MONTROSE" is a true representation of said survey prepared in conformance with the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma Board of Registration for Professional Engineers and Land Surveyors.

Tom A. Haynes P.L.S. No. 1052

STATE OF OKLAHOMA }
COUNTY OF TULSA }

This instrument was acknowledged before me on this 28th day of December, 2004, by Tom A. Haynes.

Tom A. Haynes
Notary Public
My commission expires: 2-1-2006



BOARD OF COUNTY COMMISSIONERS APPROVAL

Be it resolved by the Board of Commissioners of Rogers County, Oklahoma, that the dedication shown on the attached plot of MONTROSE are hereby accepted and that the Board will assume maintenance of dedicated public roads providing all construction requirements are fulfilled prior to their acceptance of dedicated roads by the Board of Commissioners.

Randy Bahrwald
Chairman Board of Commissioners

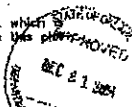
Approved by the Board of Commissioners of Rogers County, Oklahoma, this 27th day of December, 2004.
Randy Bahrwald
County Clerk



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

I certify that I have approved the application and plan for a plot of residential development which is on file at the Claremore Office of the Department of Environmental Quality and hereby approve this plan for the use of public wastewater and individual on-site sewage systems.

John S. Stinson
Date _____ Oklahoma Department of Environmental Quality



CERTIFICATE OF COUNTY TREASURER

I, Carolyn Bahrwald, County Treasurer of Rogers County, Oklahoma do hereby certify that I have examined the records pertaining to the ad valorem taxes on the tract described on the plot herewith and find that all ad valorem taxes have been paid to and including 2004.

Carolyn Bahrwald
Date 12/21/04
Rogers County Treasurer



Montrose, Rogers County
Final Plat, September 7, 2004
SUBSET 2 OF 2

FILED: Dec. 27, 2004
at 2:15 p.m.
Book 1645 Page 438



**Modification of Easements contained in Plat and
Deeds of Dedication of Montrose**

This Modification of Easements contained in Plat and Deeds of Dedication of Montrose is made effective this 25th day of April, 2018, by the undersigned property owners.

WHEREAS, on December 27, 2004, Montrose, LLC, an Oklahoma limited liability company (the "Developer") recorded the Plat and Deed of Dedication and Declaration of Restrictive Covenants of Montrose (hereinafter "Montrose"). The Plat and Deed of Dedication was recorded in Book 1645 at Pages 438-439 of the records of the Rogers County Clerk; and

WHEREAS, on April 25, 2018, the undersigned owners approved the First Amended and Restated Deed of Dedication and Declaration of Restrictive Covenants (the Deed of Dedication and the First Amended Deed of Dedication will be referred to collectively as the "Deeds of Dedication"); and

WHEREAS, Montrose consists of twelve (12) platted lots and the undersigned owners represent all of the parcels contained in Montrose.

NOW, THEREFORE, the undersigned do hereby amend the Plat and the Deeds of Dedication and dedicate an additional easement as follows:

1. Modification of Bridle Trail Easement. As set forth on the Plat and in the Deeds of Dedication, a bridle trail was dedicated to the owners of lots in the subdivision for the purpose of permitting the owners of each lot and their accompanied guests to have horse and pedestrian access and passage within Montrose and to and from the public roads adjacent to the subdivision. The bridle trail is twenty-five (25) feet in width and extends along the boundaries of various lots in the subdivision. The bridle trail easement is hereby modified as follows:

- (A) The bridle trail easement is reduced from twenty-five (25) feet to twelve (12) feet. Except as set forth below with regard to Lot 8, the portion of the bridle trail easement located along common boundary lines dividing lots shall be six (6) feet on each side of the common boundary line; and
- (B) The bridle trail easement located along the North and East boundaries of Lot 8 is hereby cancelled and vacated.

2. Dedication of Additional Bridle Trail Easement. John Williamson and Deb Williamson, the owners of Lot 8, hereby dedicate a bridle trail easement over and across the westerly twelve (12) feet of Lot 8 to be used and maintained as part of the bridle trail easement in accordance with the terms set forth in the Deeds of Dedication.

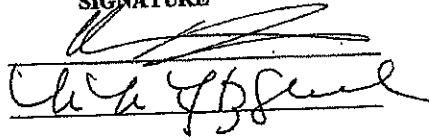
REMAINDER OF PAGE LEFT BLANK – SIGNATURE PAGES ATTACHED

CAROL MOORE
FIRSTTITLE & ABSTRACT SERVICES LLC
609 W. 18TH STREET
CLAREMORE, OKLAHOMA 74017
(918) 823-3265

518143

LOT NAME
1 * Christy C. Richmond
1 Mimi Fitzgerald

SIGNATURE



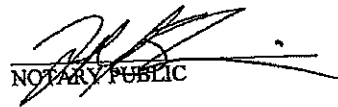
STATE OF OKLAHOMA
COUNTY OF Tulsa ..ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of October, 2018, personally appeared Christy C. Richmond and Mimi Fitzgerald, known to be the identical persons who executed the within and 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.

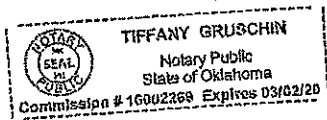
IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires:
3/2/20

Comm. No. 16002269



NOTARY PUBLIC



LOT* NAME
2 David Scott Armstrong
2 Tammy L. Armstrong

SIGNATURE
David Scott Armstrong
Tammy L. Armstrong

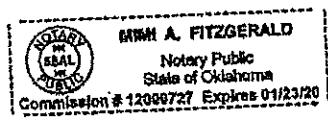
STATE OF OKLAHOMA
COUNTY OF KOJAVE ..SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of October, 2018, personally appeared David Scott Armstrong 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.

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

My commission expires:
1-23-20
Comm. No. 12000727

Mimi A. Fitzgerald
NOTARY PUBLIC



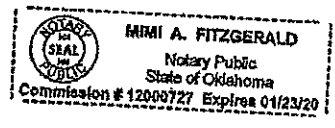
STATE OF Oklahoma ..SS
COUNTY OF Rogers

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of October, 2018, personally appeared Tammy L. Armstrong 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.

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

My commission expires:
1-23-20
Comm. No. 12000727

Mimi A. Fitzgerald
NOTARY PUBLIC



LOTS	NAME
3, 4, 5, 6 and 12	Jack W. Graves
3, 4, 5, 6 and 12	Denda K. Graves

SIGNATURE

STATE OF OKLAHOMA

COUNTY OF Rogers ..SS

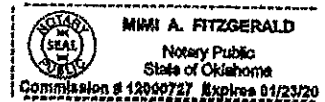
Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of October, 2018, personally appeared Jack W. Graves and Denda K. Graves, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
1-23-20

Comm. No. 12 000 72-7

NOTARY PUBLIC



LOT NAME

SIGNATURE

7 Keith J. Louderback

Keith J. Louderback

7 Evelyn L. Louderback

Evelyn L. Louderback

STATE OF OKLAHOMA

COUNTY OF Rogers ..SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of October, 2018, personally appeared Keith J. Louderback and Evelyn L. Louderback, husband and wife, to me known to be the identical persons who executed the within and 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.

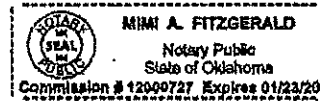
IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires:
1-23-20

Mimi A. Fitzgerald

NOTARY PUBLIC


Comm. No. 12 000 72 7



LOT NAME

SIGNATURE

8 John Williamson


John Williamson

8 Deborah Williamson

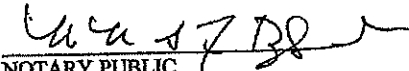
STATE OF OKLAHOMA

COUNTY OF LeFlore ..SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of October, 2018, personally appeared John Williamson and Deborah Williamson, husband and wife, to me known to be the identical persons who executed the within and 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.

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

My commission expires:
1-23-20


NOTARY PUBLIC

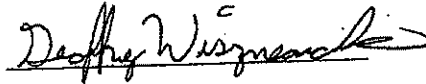
Comm. No. 12000727



LOT NAME

SIGNATURE

9 Geoffrey Wiszneaukas, Trustee of the
Geoffrey Wiszneaukas and Megan
Wiszneaukas Revocable Trust dated
January 12, 2015



9 Megan Wiszneaukas, Co-Trustee of the
Geoffrey Wiszneaukas and Megan
Wiszneaukas Revocable Trust dated
January 12, 2015



STATE OF OKLAHOMA

COUNTY OF Logan ..ss

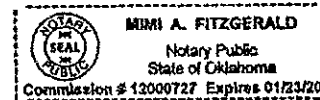
Before me, the undersigned, a Notary Public, in and for said County and State, on this 24th day of October, 2018, personally appeared Geoffrey Wiszneaukas and Megan Wiszneaukas, Co-Trustees of the Geoffrey Wiszneaukas and Megan Wiszneaukas Revocable Trust dated January 12, 2015, to me known to be the identical persons who executed the within and 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.

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

My commission expires:
1-23-20


NOTARY PUBLIC

Comm. No. 12 000 727



LOT NAME

10 Marty J. Riley

10 Johna Riley

SIGNATURE

Marty J. Riley
Johna Riley

STATE OF OKLAHOMA

COUNTY OF Rogers ..ss

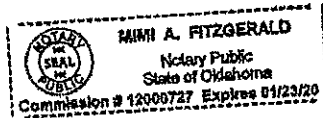
Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th day of Oct, 2018, personally appeared Marty J. Riley and Johna Riley, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:
1-23-20

Comm. No. 1200727

Mimi A. Fitzgerald
NOTARY PUBLIC



LOT NAME

- 11 Thomas David R. Cox
- 11 Tanja A. Cox

SIGNATURE

[Handwritten signature]

[Handwritten signature]

STATE OF OKLAHOMA

COUNTY OF Logan ..ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20 day of Oct, 2018, personally appeared Thomas David R. Cox and Tanja A. Cox, husband and wife, acknowledged to me that they executed the within and foregoing instrument, and purposes therein set forth.

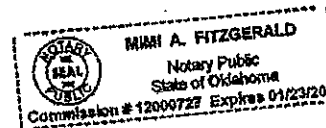
IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My commission expires:
1-23-18

Comm. No. 12000727

[Handwritten signature]

 NOTARY PUBLIC





First Amended and Restated Deed of Dedication and Declaration of Restrictive Covenants of Montrose

This First Amended and Restated Deed of Dedication and Declaration of Restrictive Covenants is made effective this 25th day of April, 2018, by the undersigned property owners.

WHEREAS, on December 27, 2004, Montrose, LLC, an Oklahoma limited liability company (the "Developer") recorded the Plat and Deed of Dedication and Declaration of Restrictive Covenants of Montrose (hereinafter "Montrose"). The Plat and Deed of Dedication was recorded in Book 1645 at Pages 438-439 of the records of the Rogers County Clerk; and

WHEREAS, Montrose consists of twelve (12) platted lots; and

WHEREAS, Okla. Stat. tit. 11 Section 42-106.1, provides that restrictive covenants on property contained in a residential addition may be amended, if the restrictive covenant has been in existence for at least ten (10) years, with the approval of the owners of at least seventy percent (70%) of the parcels contained in the addition or the amount specified in the restrictive covenant, whichever is less; and

WHEREAS, the undersigned owners represent more than seventy percent (70%) of the parcels contained in Montrose.

NOW, THEREFORE, the undersigned do hereby adopt the following as the First Amended and Restated Deed of Dedication and Declaration of Restrictive Covenants of Montrose.

The mutual access, utility, fencing, bridle trail and landscaping easements created by the filing of the Plat and Deed of Dedication as set forth therein are incorporated by reference and ratified by the owners. The Montrose Homeowners Association (the "Association") shall maintain the areas designated as "Bridle Trails". No building, structure or other above or below ground construction shall be constructed or maintained which interferes with the easements; provided, nothing herein shall prohibit the installation of drives, parking areas, landscaping and approved fences within the easements. All construction within Montrose MUST be approved in writing by the Montrose Architectural Committee (MAC) prior to the commencement of construction. The MAC shall consist of three members to be elected by the Association.

The owners impose the following restrictive covenants for the purpose of providing for an orderly use of the land to insure adequate restrictions for the mutual benefit of all lot owners, and their successors and assigns. The restrictions shall be covenants running with the land and shall be binding on all lot owners. The use of all lots shall be residential and such accessory uses as reasonable. Each owner of a lot and the Association shall have the right and power to enforce the covenants.

1. **RESIDENCE:** There shall be only one residence per lot. Such residence must be built on site, and must be approved by the Montrose Architectural Committee (MAC). Such

CAROL MOORE
FIRSTTITLE & ABSTRACT SERVICES LLC
509 W. 1ST STREET
CLAREMORE, OKLAHOMA 74017
(918) 923-3265 518143

residence must be hooked to a sewage disposal system approved by the State of Oklahoma, prior to occupancy of the residence. No manufactured homes will be allowed to be moved in to Montrose to be used as housing on any temporary or permanent basis.

2. LIVING AREA: Each lot is restricted to a single family dwelling containing a minimum of 2000 square feet of conditioned living area.
3. VENEER: Each home shall have a minimum of 65% veneer, 100% veneer in front of the home, and roofs of no less than 6/12 pitch over 80% of the roof area.
4. WINDOWS: No mill finished windows, storm windows or doors shall be allowed.
5. ROOFING: All of Montrose shall have a singular roofing material. Such roofing material will be determined by the MAC and shall be used on each structure. MAC may allow upgrade exceptions.
6. CHIMNEYS: All chimneys facing the roadway of any lots shall have full masonry veneer.
7. MAILBOXES: Any mailboxes must have MAC approval.
8. LANDSCAPING: Each residence shall have landscaping across the front of the residence, within 90 days of completion of the residence.
9. BARNs/STRUCTURES: No structures previously used may be moved onto any lot. All Barns or Storage structures shall be a baked finish metal sided structure with a color pattern to be selected by MAC. Living area in barns may be used as temporary and or occasional quarters. No manufactured homes will be allowed to be moved in to Montrose to be used as housing on a temporary or permanent basis.
10. STORAGE: No lot shall be used for outside storage. Working vehicles may be parked behind residences. Covered structures are preferred for all vehicles.
11. FENCING: All fencing shall be approved by MAC prior to installation and shall be limited to three (3) rail vinyl fencing. Such fencing shall not be over six feet in height, and must not be placed in front of subject residence. Exception: barbed wire may be used on the perimeter of Montrose (except on the east).
12. SIGNAGE: Only one marketing sign may be used for the marketing of each residence, except for directional signs and builder signs. No product marketing signs shall be placed on any lots.
13. LOT SPLITS/FRONTAGE: There shall be no splits of any lots shown on the Plat except as set forth herein. Lots 3, 4 and 5 are burdened by pipeline easements located near the center of each lot. The owner of lots 3, 4, 5 and 6 shall have the right to relocate the common boundary lines dividing those lots; provided, there shall be no more than four

* (4) lots resulting from the relocation of the boundary lines. By signing below, each of the undersigned owners consent to the filing of a Partial Replat of Lots 3, 4, 5 and 6 of the subdivision for the purpose of relocating the boundary lines as set forth in this paragraph.

14. VEHICLES: No recreational vehicles or campers or boats, or trailers, of any type, may be parked longer than 7 days in front of any residence. Screening fences, subject to MAC approval, may satisfy this covenant. Hard surface parking pads shall be required for all outside recreation type vehicles or equipment. Also see #10 above. No vehicles are to be parked overnight on the mutual access easement.

15. DUMPING: No lot shall be used for dumping of any materials, organic or otherwise. The lawns (all areas in front and beside each residence) of each lot must be maintained with grass not to exceed 6" in height. Pastures shall be cut on a regular, at least annual, basis.

16. ANIMALS: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood. No breeding operation, kennels, poultry, swine, or cattle operations will be allowed on any residential lot. A maximum of 3 animals of any one kind {dog, cat, etc.} except horses and a total of 5 animals maximum, shall be kept on any lot. A total of 5 horses may be kept on any lot at one time. No pigs shall be allowed at any time.

17. BUSINESS ACTIVITY: All lots shall be used for residential purposes only. No business or trade may be conducted in or from any lot except that an owner residing on said lot may conduct business activities so long as all four of the following requirements are met:

A.) The existence or operation of the business is not readily apparent or detectable by sight, sound, or smell, and that no business signage is placed on the lot.

B.) The business activity conforms to all zoning requirements.

C.) The business activity does not involve regular visitation to the lot by clients, customers, employees or solicitation of the other lot owners of Montrose.

D.) The business activity is consistent with the residential character of the area and does not constitute a nuisance or a hazardous use that may threaten the security or safety of the owners of Montrose.

18. UTILITIES:

A.) Overhead poles may be located along the perimeter of the subdivision for the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the Plat.

B.) All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the Plat of the subdivision. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easements.

C.) Underground service cables and gas service lines to all structures which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of each surface cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.

D.) The suppliers of electric, telephone, cable television and gas services, through their authorized agents and employees, shall at all times have right of access to all such easements shown on the Plat or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities. The suppliers of electric, telephone, cable television and gas services also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees or undergrowth on said easement.

E.) The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenant concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

19. LIGHTING. Dusk to dawn security lights shall be prohibited.

✓ 20. ASSOCIATION. Each owner of a lot shall be a member of the Association and shall be entitled to representation in the Association. If a lot is owned by more than one owner, all such owners shall be members of the Association; provided, however, that for the purpose of representation of such Lot with regard to the affairs of the Association and the voting by the members of the Association, the Lot shall be represented by and entitled only to one vote, which vote shall be exercised and cast in accordance with the provisions of the Declaration and the By Laws.

The Association shall have the authority and power to assess homeowner's dues to defray the cost of maintaining the common areas and elements of Montrose including, but not limited to, mowing, weeding and cosmetic care of any landscaping and maintenance and repair of the fencing located along County Road 419. The common areas and elements shall include the bridle trails, the areas east of the Montrose fencing at road 419 and all of the Montrose entryway fencing, landscaping, gates and openers. The dues are currently \$300 per year. The dues may be changed by a 51% vote of the lot owners. The Association shall have the right to record a lien for unpaid dues against any lot. The voting privileges of any lot owner who has not paid their dues shall be suspended until the dues have been paid in full.

21. AMENDMENT. This First Amended and Restated Deed of Dedication and Declaration of Restrictive Covenants may be amended at any time with the approval of a majority of the lot owners.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGES ATTACHED

LOT NAME

1 * Sherry Parrish

SIGNATURE

Sherry Woods

STATE OF OKLAHOMA

COUNTY OF ROGERS ..ss

* Sherry Woods f/k/a

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018, personally appeared Sherry Parrish, a single person 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.

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

My commission expires

Comm. No.



Tommy Dyer
NOTARY PUBLIC

LOT NAME
2 David Scott Armstrong
2 Tammy L. Armstrong

SIGNATURE
David Scott Armstrong
Tammy L. Armstrong

STATE OF OKLAHOMA
COUNTY OF ROGERS ..SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018, personally appeared David Scott Armstrong and Tammy L. Armstrong, husband and wife, to me known to be the identical persons who executed the within and 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.

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

My commission expires:

Comm. N



Tommy Dyer
NOTARY PUBLIC

LOTS	NAME
3, 4, 5, 6 and 12	Jack W. Graves
3, 4, 5, 6 and 12	Denda K. Graves

SIGNATURE

Jack W. Graves
Denda K. Graves

STATE OF OKLAHOMA
 COUNTY OF ROGERS ..ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018 personally appeared Jack W. Graves and Denda K. Graves, husband and wife, to me known to be the identical persons who executed the within and 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.

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

My commission

Comm. No.



Paul W. Jones
 NOTARY PUBLIC

LOT NAME

SIGNATURE

*7 Keith J. Louderback

Keith J. Louderback

7 Evelyn L. Louderback

Evelyn L. Louderback

STATE OF OKLAHOMA

COUNTY OF ROGERS ..SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018 personally appeared Keith J. Louderback and Evelyn L. Louderback, husband and wife, to me known to be the identical persons who executed the within and 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.

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

My commission expires _____

Comm. No. _____



Keith J. Louderback
NOTARY PUBLIC

LOT NAME

8 John Williamson

8 Deborah Williamson

SIGNATURE

[Handwritten Signature]

STATE OF OKLAHOMA

COUNTY OF ROGERS ...ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018 personally appeared John Williamson and Deborah Williamson, husband and wife, to me known to be the identical persons who executed the within and 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.

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

My commission

Comm. No.

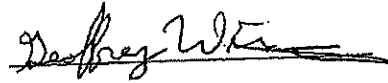


[Handwritten Signature]
NOTARY PUBLIC

LOT NAME

SIGNATURE

9 Geoffrey Wiszneauckas, Trustee of the
Geoffrey Wiszneauckas and Megan
Wiszneauckas Revocable Trust dated
January 12, 2015



9 Megan Wiszneauckas, Co-Trustee of the
Geoffrey Wiszneauckas and Megan
Wiszneauckas Revocable Trust dated
January 12, 2015



STATE OF OKLAHOMA

COUNTY OF ROGERS ..ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018 personally appeared Geoffrey Wiszneauckas and Megan Wiszneauckas, Co-Trustees of the Geoffrey Wiszneauckas and Megan Wiszneauckas Revocable Trust dated January 12, 2015, to me known to be the identical persons who executed the within and 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.

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

My commission

Comm. No.


NOTARY PUBLIC

LOT NAME

10 Marty J. Riley

10 Johna Riley

STATE OF OKLAHOMA

COUNTY OF ROGERS

SIGNATURE

Marty J. Riley
Johna Riley

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018, personally appeared Marty J. Riley and Johna Riley, husband and wife, to me knowh to be the identical persons who executed the within and 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.

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

My commission expires

Comm. No.



[Signature]
NOTARY PUBLIC

LOT NAME

11 Thomas David R. Cox

11 Tanja A. Cox

SIGNATURE

[Handwritten signatures]

STATE OF OKLAHOMA

COUNTY OF ROGERS ..SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of April, 2018, personally appeared Thomas David R. Cox and Tanja A. Cox, husband and wife, to me known to be the identical persons who executed the within and 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.

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

My commission expires:
4-17-21

Comm. No. 13003635

Mary L. McClure

[Handwritten signature]
NOTARY PUBLIC

