

283037

P. O. BOX 3048

TULSA, OKLAHOMA 74101

Keep

RATIFICATION OF DEED OF DEDICATION,
DECLARATION OF COVENANTS AND PLAT OF QUAIL RIDGE,
BLOCKS 1 THROUGH 10, AN ADDITION TO THE
CITY OF TULSA, TULSA COUNTY, OKLAHOMA

BOOK 4799 PAGE 1528

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

WHEREAS, on June 11th, 1980, a Deed of Dedication, Declaration of Covenants and Plat of Quail Ridge, Blocks 1 through 10, an Addition to the City of Tulsa, Tulsa County, Oklahoma, was filed of record with the County Clerk of Tulsa County, Oklahoma, as Document No. 875521, and as Plat No. 4023, by First Home Service Corporation, an Oklahoma corporation; and

WHEREAS, a question has been raised concerning whether the acknowledgment of the signatures of the officers who executed the above described Deed of Dedication, Declaration of Covenants and Plat on behalf of First Home Service Corporation was done in the form prescribed by the statutes of the State of Oklahoma, in that the instrument was executed by Douglas W. Dixon, as President, and attested by Kathy Marrs, as Secretary, of First Home Service Corporation, while the acknowledgment states that Douglas W. Dixon appeared before the Notary Public as Vice President of the corporation and Kathy Marrs appeared as Secretary; and

WHEREAS, First Home Service Corporation wishes to remove any doubt as to whether the Deed of Dedication, Declaration of Covenants and Plat of Quail Ridge, Blocks 1 through 10, was executed in accordance with the statutes of the State of Oklahoma.

NOW THEREFORE, First Home Service Corporation hereby adopts and ratifies in its entirety the Deed of Dedication, Declaration of Covenants and Plat of Quail Ridge, Blocks 1 through 10, an Addition to the City of Tulsa, Tulsa County, Oklahoma, as that instrument is presently filed with the County Clerk of Tulsa County, Oklahoma.

EXECUTED this 20th day of JUNE, 1984.

FIRST HOME SERVICE CORPORATION,
an Oklahoma corporation

By: Ronald D. Milum
Ronald D. Milum, President



STATE OF OKLAHOMA
TULSA COUNTY
1984 JUN 25 PM 3 30
L. H. H. ESTES
ACTING COUNTY CLERK

#875521

DEED OF DEDICATION AND
DECLARATION OF COVENANTS

Dated: June 3, 1980

Filed: June 11, 1980 at 2:18 PM

Plat No. 4023

QUAIL RIDGE
Blocks 1 thru 10
An Addition to the City of Tulsa,
Tulsa County, Oklahoma
Part of the NW/4 Section 28, Township 19 North, Range 14 East

DEED OF DEDICATION
AND
DECLARATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That First Home Service Corporation, an Oklahoma Corporation, is the owner in fee simple of real estate and premises situated in Tulsa County, State of Oklahoma, and described as follows:

All that part of the NW/4, Section 28, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the Official U. S. Government Survey thereof, more particularly described as follows, to-wit:

Beginning at the Southwest corner of said NW/4; thence N 0°04'14" E along the Westerly line of said NW/4 a distance of 1005.00 feet to a point 1635.53 feet from the Northwest corner thereof; thence S 89°55'46" E a distance of 50.00 feet; thence S 0°04'14" W a distance of 0.00 feet; thence on a curve to the left having a radius of 30.00 feet a distance of 47.12 feet; thence S 89°55'46" E a distance of 430.00 feet; thence on a curve to the right having a radius of 169.00 feet a distance of 170.69 feet; thence S 89°55'46" E a distance of 123.39 feet; thence N 72°05'53" E a distance of 500.95 feet; thence N 30°20'29" W a distance of 27.78 feet; thence N 59°39'31" E a distance of 50.00 feet; thence S 30°20'29" E a distance of 48.58 feet; thence on a curve to the right having a radius of 328.83 feet a distance of 86.09 feet; thence S 15°20'29" E a distance of 217.77 feet;

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Guaranty Abstract Company

thence S 89°55'46" E a distance of 849.07 feet; thence N 51°49'14" E a distance of 133.35 feet; thence S 73°00'00" E a distance of 160.16 feet; thence S 11°54'46" W a distance of 0.00 feet; thence on a curve to the right having a radius of 422.75 feet a distance of 65.24 feet; thence S 63°00'00" E a distance of 185.01 feet to a point in the Easterly line of said NW/4, 1980.75 feet from the Northeast corner thereof; thence S 0°00'59" W along the Easterly line of said NW/4 a distance of 660.00 feet to the Southeast corner thereof; thence N 89°59'30" W along the Southerly line of said NW/4 a distance of 2640.97 feet to the Point of Beginning, containing 2,306,933 square feet or 52.95989 acres.

SECTION I STREETS, UTILITIES AND EASEMENTS

- A Public Streets and General Utility Easements. The owner does hereby dedicate for the public use the streets shown on the accompanying plat and further dedicates for public use the general utility easements as shown and designated on the accompanying plat, for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and water lines, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with right of ingress and egress to said easements for the uses and purposes aforesaid together with similiar rights in each of the public streets shown on the accompanying plat, provided however, that the undersigned owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress over, across and along all of the easement areas shown on the plat for the purpose of furnishing water and/or sewer service to the area included with the plat and further provided, that the undersigned owner hereby reserves the right to construct and maintain fencing with those portions of the utility easement depicted on Lot 11, Block 9 as a 3 foot fencing area.
- B-1 Underground Electric Service. Overhead pole lines for the supply of electric service and telephone service may be located within the dedicated Right-of-Way of South 129th East Avenue and along the Southerly and Easterly boundaries of the plat, as required, and elsewhere throughout the subdivision all supply lines may be located underground in the easement-ways reserved for general utility purposes. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the

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easement-ways.

- B-2 Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of the structure as may be located upon each lot; provided that upon the installation of a service cable to a particular structure, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective, and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on said structure.
- B-3 The supplier of electric service through its proper agents and employees shall at all time have right of access to all easement-ways shown on said plat or provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of underground electric facilities as installed by it.
- B-4 The owner of each lot shall be responsible for the protection of the underground electric facilities or telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said facilities.
- B-5 The supplier of electric service shall enforce the foregoing and the owner of each lot agrees to be bound hereby.

SECTION II RESTRICTIONS

Whereas, Quail Ridge, Blocks 1 thru 10, was submitted as a Planned Unit Development (No. 221) pursuant by Sections 1100 to 1170 of Title 42, Tulsa Revised Ordinances (Tulsa Zoning Code) as the same existed on September 19, 1979, which Planned Unit Development No. 221 was approved by the Board of Commissioners of the City of Tulsa on October 23, 1979, the implementing Ordinance No. 14609 being adopted November 9, 1979 and published November 19, 1979.

Whereas, the Planned Unit Development provisions of the Tulsa Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Tulsa, Oklahoma, sufficient to assure the implementation of and continued compliance with the approved Planned Unit Development.

Whereas, the owner desires to establish restriction for the purpose of providing for an orderly development and to insure adequate restrictions

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for the mutual benefit of the owner, its successors and assigns and the City of Tulsa, Oklahoma.

Therefore, the owner does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the owner, its successors and assigns:

- A. Development of Land. The development of Quail Ridge, Blocks 1 thru 10 shall be subject to the Planned Unit Development provisions of the Tulsa Zoning Code, Sections 1100-1700, Title 42, Tulsa Revised Ordinances as the same existed on September 19, 1979.
- B. Lot 11, Block 9.
 1. The use of Lot 11, Block 9, shall be limited to office low intensity (OL).
 2. Signs accessory to office use shall comply with the restrictions applicable in the OL Zoning District.
 3. Off-street parking as required in Use Unit 11 - Offices and Studios.
 4. No building shall exceed two-story in height (as defined by the Tulsa Zoning Code as September 19, 1979), and not to exceed 102,000 square feet in size.
 5. Building setbacks shall apply as follows:
 - (a) In accordance with the building lines depicted upon the accompanying plat.
 - (b) 100 feet from the centerline South 129th East Avenue and 100 feet from the centerline East 43rd Place South.
 - (c) 50 feet from the Southerly and Easterly boundary of Lot 11, Block 9.
 6. A screening fence of not less than six feet in height shall be constructed and maintained along the Southerly and Easterly boundaries of Lot 11, Block 9, or in alternative, combinations of fence, landscaped berms and plant materials sufficient to provide screening on the areas abutting the residential uses.
 7. A minimum 10 foot in width landscaped area shall be maintained along South 129th East Avenue and East 43rd Place South frontages (excepting points of approved access) along East 43rd Place South of Lot 11, Block 9.

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8. Screening and landscaping as herein required shall be in place prior to occupancy of building.
9. Prior to the issuance of a building permit, a detailed site plan of Lot 11, Block 9, shall be submitted to and approved by the Tulsa Metropolitan Area Planning Commission.
- C. Lots 8 thru 10, Block 9 shall be single-family duplexes and not to exceed six (6) dwelling units.
- D. Lots 10 thru 16, Block 8 shall be single-family duplexes and not to exceed fourteen (14) dwelling units.
- E. Lots 1 thru 7, Block 10 shall be single-family duplexes and not to exceed fourteen (14) dwelling units.
- F. All lots in the addition shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot, that exceeds two stories in height: all residents must have a private garage, for not less than two cars, attached to the residence. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a single-family dwelling, except Lot 11, Block 9 of which shall be used for office and Lots 10 through 16, Block 8, Lots 8 through 10, Block 9, and Lots 1 through 7, Block 10, shall be used for two-family duplexes. Two-car carports will be allowed on duplex lots.
- G. No building or parts thereof, except open porches and terraces shall be constructed and maintained on any lot nearer to the front or side street lot lines than the building setback lines established on the recorded plat of the addition. All buildings shall not be nearer than five (5) feet to one side lot line and ten (10) feet to the opposite side lot lines where no other setback line is set forth in the plat or easement line which is greater. All garages, servants quarters, tool sheds, hobby rooms, etc. shall be attached to the house.
- H. On all houses using composition shingle for roof covering, such composition shingle must be of the best quality and weight and not less than 240 lbs. per square. Only five colors will be permitted: Black, charcoal, dark gray, brown or dark green. No other type composition roof material of any kind will be permitted, except of the quality and color described above except best quality wood cedar shingles and cedar shakes, slate or tile may be used.
- I. No residential structure shall be erected or placed on any building plot which residence has an area of less than fourteen

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hundred (1,400) square feet, exclusive of garage and porches. All story and one-half or two-story houses must have not less than one thousand (1,000) square feet in the ground floor, except the two-family dwelling unit as stated in covenant (C,D&E) must have an area of not less than one thousand (1,000) square feet per dwelling unit, exclusive of garages, porches and terraces.

- J. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- K. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently.
- L. No structure previously used shall be moved onto any lot.
- M. No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the 25 foot building line or nearer to the side street lot line than the side street building line, shown on the recorded plat.
- N. All exposed foundations shall be of brick or stone. No concrete or block foundation shall be exposed. The exterior of all structures shall be at least 50% masonry, which may be limited to the first level of a two-story or split-level dwelling.
- O. All trash or refuse receptacle shall be screened from the public view and that of neighboring lots.
- P. Automobiles, boats, trailers, or campers: Except as expressly hereinafter provided, no lot or parcel shall be used as a parking, display or accommodation area for any type of motor vehicle, boat, trailer, or motor-driven cycle. The purpose of such parking, display or accommodation area is to store or perform any activity thereon such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, servicing of any kind, or storage, except as hereinafter provided. Such storage or activities may be performed within completely enclosed garages or other structures located on the lot which screen the sight and sound of the activities from the street and from adjoining property in such a manner as to have the storage or activity out of public view. The foregoing restrictions shall not be so deemed to prevent the washing or polishing of such motor vehicles, boats, trailers, campers or motor-driven cycles, together with those activities normally incident or necessary to such washing or polishing. No boat, trailer, camper, truck or commercial vehicles shall be parked at any time on or in front of any lot in an area

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visible from neighboring lots to any public streets, except as such parking is necessary to make commercial deliveries. All such motor vehicles, boats, trailers, campers or motor-driven cycles which are stored or parked on any lot, and which are on a side lot area and screened from public view, either by an adequate type of six-foot fencing or by landscaping; provided, however, that in no event shall such storage or parking be beyond the front building line of the said lot.

- Q. Sidewalks: All lots abutting dedicated streets shall have a four (4) foot wide concrete sidewalk in street right-of-way.
- R. No animals, livestock or poultry of any kind may be maintained, bred, sold or kept in this addition except that two dogs, two cats, or any other two household pets may be kept provided they are not used for commercial purposes.
- S. No radio or television antennas shall be placed anywhere other than on the roof of any dwelling and shall not extend higher than ten feet from the ridge line of the roof.

The above covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 15, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Time limit does not apply in Paragraphs A, B, C, D and E of Section II.

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

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

This Deed of Dedication and Grant shall be binding upon the undersigned, its successors or assigns, and future owners of lots within said addition.

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In Witness Whereof, First Home Service Corporation has caused its name to be affixed, this June 3, 1980.

(CORPORATE SEAL)

FIRST HOME SERVICE CORPORATION,
an Oklahoma Corporation

ATTEST: Lou Roberts,
Secretary

BY: Douglas W. Dixon,
President

ACKNOWLEDGED: On the 3rd day of June, 1980, by DOUGLAS W. DIXON and KATHY MARRS, Vice-President and Secretary, before Deborah A. Watkins, Notary Public, County of Tulsa, State of Oklahoma. (SEAL) Commission expires March 31, 1982.

CERTIFICATE OF SURVEY

The undersigned, Registered Professional Engineer and Land Surveyor, under the laws of the State of Oklahoma, hereby certify that he has carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots and blocks and streets and that the above plat, designed as "QUAIL RIDGE, BLOCKS 1 THRU 10," an Addition in Tulsa County, Oklahoma, is a true representation of said survey.

Dated at Tulsa, Oklahoma, this date, May 29, 1980.

BY: Cline L. Mansur, (SEAL)
Registered Professional
Engineer and Land Surveyor

ACKNOWLEDGED: On the 29 day of May, 1980, by CLINE L. MANSUR, Registered Professional Engineer and Land Surveyor, before E. C. Summers, Jr., Notary Public, County of Tulsa, State of Oklahoma. (SEAL) Commission expires July 25, 1983.

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C E R T I F I C A T E

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of \$704.00 per trust receipt no. 1820 to be applied to 1980 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1980 taxes in full but is given in order that this plat may be filed of record. 1980 taxes could exceed the amount of the security deposit.

Dated June 4, 1980.

JOHN F. CANTRELL,
TULSA COUNTY TREASURER

BY: Rogena Perkins,
Deputy

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Tulsa Metropolitan Area Planning Commission on ---, 1980.

(Illegible),
THAPC Official

This approval is void if this plat is not filed in the office of the County Clerk on or before (Illegible).

Wm. D. Von Dreble,
City Engineer

APPROVED June 10, 1980, by the Board of Commissioners
of the City of Tulsa, Oklahoma.

Ronald L. Young,
Mayor Pro-Tem

ATTEST: F. F. Campbell,
City Auditor

APPROVED: Waldo F. Bales,
City Attorney

PLAT HERETO ATTACHED

Guaranty Abstract Company

QUAIL RIDGE, BLOCKS 1 THRU 10

Quail Ridge Neighborhood Association (QRNA)

Amendments to the Deed of Covenant

Effective February 15, 1999 unless otherwise indicated.

Amendment 1:

New Provision T will be added to Section II and will read:

A mandatory \$25 annual fee will be assessed to each lot in the Quail Ridge Addition. Lot owners shall pay each year's fees on or before November 1. Fees not paid by December 31 of that same year will double to \$50 on January 1 of the next year.

Effective Date: This amendment will go into effect on November 1, 1999. Which means the membership fees will be due on that date.

Amendment 2

New Provision U will be added to Section II and will read:

All exterior home and building projects will be completed within ninety (90) days of commencement.

Amendment 3:

Modification of existing Provision G in Section II will read as follows:

The words *Tool sheds* will be deleted from the last sentence in this provision. Currently the last sentence reads, " all garages, servants quarters, tool sheds, hobby rooms, etc. shall be attached to the house".

A second paragraph under Section II Provision G will be added and shall read as follows:

Tool sheds shall be allowed provided they are constructed of similar materials of the residence and are painted and shingled likewise.

Amendment 4:

Amendment to Provision H in Section II will read:

Second sentence will have the words *one of* added between the words *only* and the word *five* and will read: *Only one of five colors will be permitted: black, charcoal, dark gray, brown, and dark green.*

Amendment 5:

Amendment to Section II Provision Q will read:

Sidewalks are to be kept clear for pedestrian traffic. No vehicles are to be parked on the driveway in such a manner as to block the sidewalk. Temporary guest parking is the only exception.

Amendment 6:

New Provision V in Section II will be added and will read:

The Deed of Covenants may be amended from time to time. Any such amendments shall require the written consent of a majority of the then owners of the lots.

We, the undersigned, have witnessed the counting of the ballots and believe them to be the valid votes of Quail Ridge lot owners. We certify that a majority of Quail Ridge lot owners voted to accept these amendments.

Patrick Kuykendall

Patrick Kuykendall
Patrick Kuykendall, President

Lara Atherton

Lara Atherton
Lara Atherton, Vice President

Le Spencer
Le Spencer, Secretary

Deborah Broome
Deborah Broome, Treasurer

Larry Self
Larry Self, Past President

Diane Carpenter
Diane Carpenter, Reporter

Deena Sanders
Deena Sanders, Covenants Committee



Subscribed and sworn before me, a Notary Public, in and for
Osage County, this 8th of February, 1999, personally appeared
Patrick C. Kuykendall & Lara Atherton.
My Commission expires
9-3-2001.

Lou Ann Freeman
Notary Public

QUAIL RIDGE NEIGHBORHOOD ASSOCIATION
1999 COVENANT AMENDMENTS BALLOT COUNT
(As of February 4, 1999)

Amendment 1: Dues

For the amendment: 79
Against the amendment: 27

Amendment 4: Roof color

For the amendment: 90
Against the amendment: 15

Amendment 2: Project completion

For the amendment: 81
Against the amendment: 24

Amendment 5: Blockage of sidewalks

For the amendment: 88
Against the amendment: 17

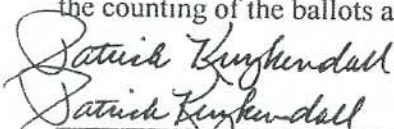
Amendment 3: Tool Sheds

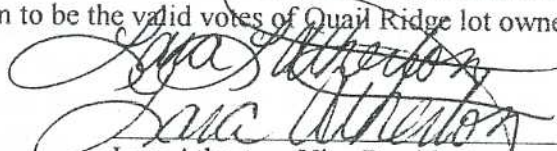
For the amendment: 92
Against the amendment: 13

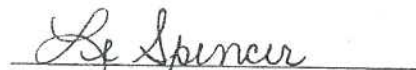
Amendment 6: Future amendments

For the amendment: 90
Against the amendment: 15

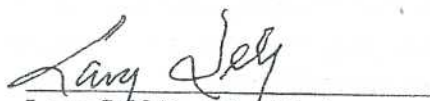
We, the undersigned, declare and agree with the ballot counts listed above. We have witnessed the counting of the ballots and believe them to be the valid votes of Quail Ridge lot owners.


Patrick Kuykendall, President

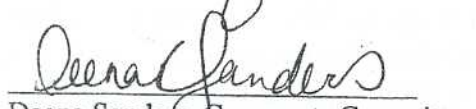

Lara Atherton, Vice President


Le Spencer, Secretary


Deborah Broome, Treasurer


Larry Self, Past-President


Diane Carpenter, Reporter


Deena Sanders, Covenants Committee

QUAIL RIDGE
Blocks 1 thru 10
An Addition to the City of Tulsa,
Tulsa, County, Oklahoma
Part of the NW/4 Section 28, Township 19 North, Range 14 East

SECOND AMENDMENT TO DEED OF DEDICATION AND
DECLARATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The majority of owners of all lots comprising QUAIL RIDGE, Blocks 1 thru 10, an Addition to the City of Tulsa, Tulsa County, Oklahoma, as determined by the Abstractor's Certificate of Ownership attached hereto and marked Exhibit "A," did duly adopt by majority vote the following amendments to the Deed of Dedication and Declaration of Covenants for said Addition filed in the office of the County Clerk of Tulsa County, Oklahoma, on June 11, 1980, as Plat No. 4023, as the same was previously amended by instrument filed February 8, 1999, in Book 6170 at Page 2300, said newly adopted amendments identified herein as the Second Amendment to Deed of Dedication and Declaration of Covenants, and to be in the following form and content, to wit:

SECTION II RESTRICTIONS

NEW PROVISION W:

W. The Quail Ridge Neighborhood Association, a not for profit Oklahoma Corporation (QRNA), shall serve as the administrative body responsible for the adoption of rules and regulations necessary for the enforcement of the covenants and restrictions contained herein, and shall have such powers and duties in accordance therewith as may be provided for in the bylaws of QRNA. The provisions of the bylaws of QRNA, and all rules and regulations adopted by QRNA, are hereby incorporated and made a part of this provision as if fully set forth hereafter.

NEW PROVISION X:

X. From and after the 1st day of August, 2001, no owner of a lot, except an owner of Lot 11, Block 9 or an owner of Lots 10 through 16, Block 8, Lots 8 through 10, Block 9, and Lots 1 through 7, Block 10 may lease his lot, or any structure thereon, to any third party under any type of tenancy or rental agreement. Lot owners, along with members of their immediate family, are the only permitted occupants of the lots and structures thereon. The restrictions provided for in this provision shall not affect any lease in existence prior to the 1st day of August, 2001. Any owner of a lot that is occupied by a third party not a member of the owners immediate family pursuant to the terms of a lease or rental agreement in effect on the 1st day of August, 2001, shall be required upon request to provide a copy of such lease or rental agreement to the Board of Directors of the Quail Ridge Neighborhood Association within twenty (20) days of such request.

All remaining provisions of the original Deed of Dedication and Declaration of Covenants for QUAIL RIDGE, Blocks 1 thru 10, as previously amended, shall not be affected by the provisions contained in this Second Amendment to Deed of Dedication and Declaration of Covenants, and the same are hereby ratified, adopted and made a part of hereof as if fully set forth hereafter.

AFFIDAVIT OF BALLOT TABULATION

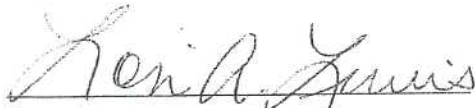
We, the undersigned President and Secretary of the Quail Ridge Neighborhood Association, do hereby state upon our oaths that above and foregoing amendments were mailed or hand delivered to each named lot owner of QUAIL RIDGE, Blocks 1 thru 10, an Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the Abstractor's Certificate of Ownership attached hereto and marked Exhibit "A," and that each ballot returned was reviewed in our presence for validity, and that each valid ballot allowed and counted was duly signed and executed by the owner(s) of each respective lot as indicated on the Abstractor's Certificate of Ownership, and that the votes so counted in favor of the above set forth amendments represented more than 50% of the total number of lots indicated on the Abstractor's Certificate of Ownership, said vote tabulation being as follows:

New Provision W: For Adoption: 107 Against Adoption: 14

New Provision X: For Adoption: 93 Against Adoption: 29

All original ballots received by the Board are, and shall remain, on file in the office of the Quail Ridge Neighborhood Association for inspection.

Done this the date and year last below signed.


Secretary


President

Subscribed and sworn to before me this 27th day of November, 2001, by Patrick Kykendall, President, and Lori A. Lewis, Secretary, of the Quail Ridge Neighborhood Association.


Notary Public

My Commission Expires:

2/24/04