

JNP:fec

(4)

9-15-71

37

DECLARATION OF RESTRICTIONS
AS TO THE E/2 OF THE NE/4 OF SECTION 2,
TOWNSHIP 14 NORTH, RANGE 5 WEST,
I. M., CANADIAN COUNTY, STATE OF OKLAHOMA

Num. Index
Recorded
B & P. N.
P.R. Recd
Margin
Grantor
Grantee

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned, Joe F. Mueggenborg and Faye Mueggenborg, are the owners of the following described property, situated in Canadian County, State of Oklahoma, to-wit:

All of the East Half (E/2) of the Northeast Quarter (NE/4) of Section Two (2), Township 14 North, Range 5 West of the I. M., Canadian County, Oklahoma,

Whereas, it is the desire and intention of the owners to sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

Now, therefore, the owners hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any part thereof.

RESTRICTIONS AND
PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the above described property, we hereby impose the following restrictions and reservations, to-wit:

7766

1. No building shall be erected, placed or altered on any acreage or lot until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of exterior design with existing or proposed structures in the area and as to location of the building with respect to topography and finished ground elevations, by a majority of a committee composed of Joe F. Mueggenborg and Faye Mueggenborg and a third party or member who shall be chosen by them. In the event of the death or resignation of any member of the committee, the remaining number or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the committee fails to approve or disapprove such design and location within thirty days after plans and specifications have been submitted to it, or if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither members of such committee or their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee shall cease on and after October 1, 1986.

Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the recorded owners of a majority of the acreages or lots in the above described tract, and duly recorded in the land records of said county, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

2. All acreages shall be known and designated as residential building lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot, other than one detached single family dwelling, private garage and other out buildings incidental to the residential use of said acreage or lot.

3. No structure of a temporary character, trailer, basement, tent

or shack, garage, barn or other out building shall ever be used on any acreage or lot at anytime as a residence, either temporarily or permanently. Provided however, that one mobile home may be temporarily placed on any lot or tract while a permanent structure is being constructed; provided further however, that this temporary permit for a mobile home shall expire 2 years from the date the mobile home is first placed on the lot or tract.

4. No existing structure, in whole or in part, shall be moved onto any acreage or lot, it being the intention of this restriction to absolutely prohibit the moving on to or placing of existing residential structures on any part of the above described property.

5. All main structures shall be not more than two (2) stories in height and the area of any main structure, exclusive of porches and garages, shall be not less than 1,000 square feet.

6. No main residential building shall ever be erected, placed or constructed on any lot or building site in this addition unless at least fifty per cent (50%) of the exterior walls thereof be of brick, brick veneer, stone or stone veneer, provided, however that all windows or doors located in said exterior walls shall be excluded in the determination of the area of one hundred per cent (100%) of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior room ceiling height may be constructed of wood material and also likewise excluded from the square foot area in determining what constitutes one hundred per cent (100%) of the exterior walls of said main residential building.

7. No business, trade, commercial or professional activity of any nature shall be carried on upon any acreage or lot, nor shall any sign pertaining thereto be placed thereon, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No commercial activity whatsoever shall be carried on on any acreage or

lot. No part of the above property shall ever be used for the purpose of depositing junk, junk cars, or any materials of any nature or kind. Said acreages or lots shall have a neat appearance at all times.

8. No building shall be located nearer than 15 feet to any side lot line or nearer to any street line than the building set back line which is hereby established to be 100 feet from the center of the road.

9. Until municipal owned sanitary sewer lines are available, septic tanks shall be used in the improvement and development of the above property, and all toilets, baths, sinks, lavatories and the inside drains shall be connected to a septic tank and shall be approved by the State or County Health Department.

10. Should the owner and/or tenant of any acreage (s) or lot (s) included within the above described property violate any of the restrictive covenants and/or conditions herein and, thereafter, refuse to correct the same and to abide by the said restrictions and/or conditions herein after reasonable notice, then, in such event, the owners of any acreage or lot may instigate legal proceedings to enjoin and abate and correct the violations and the owners of the acreage (s) or lot (s) permitting such violations of such restrictions and conditions shall pay all of the attorneys' fees, Court costs and other necessary expenses incurred by the persons instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions; said attorneys' fees to be fixed by the Court, and it is further agreed that the amount of said attorneys' fees, Court costs and other expenses allowed and assessed by the Court for the aforesaid violation shall become a lien upon the land as of the date legal proceedings were originally instituted; said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by Statute.

11. These covenants are to run with the land and shall be binding on all parties, all persons claiming under them, until October 1, 1986, at which time said covenants shall be automatically extended for succes-

sive periods of 10 years unless an instrument is signed by the majority of the then owners of the acreages or lots has been recorded agreeing to change said covenants in whole or in part. Any person or persons, partnership or partnerships, corporation or corporations, after becoming the owner or owners either directly or through any subsequent transfer or in any manner whatsoever of any acreage or lot included within the above described property shall take, hold, and convey same subject to the restrictions herein set forth.

12. Invalidation of any one of these covenants and restrictions by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. The terms "acreage", "lot", and "building site" are used herein synonymously and are used to designate each tract of land as originally conveyed by the undersigned in the development of the above described property.

14. The undersigned owners reserve the right to change or modify the foregoing restrictions and covenants at anytime by filing notice of such change with the Canadian County Clerk.

WITNESS the hand and seal of the undersigned this 26 day of

September, 1971.

State of Oklahoma }
Canadian County } SS
Filed for record Nov 8, 1971
at 2:30 P. M. and recorded in
Book 491 Page 37
Fee \$ 4.00
FRANCES C. BREMSETH
County Clerk
By Elvira Bame Notary

Joe F. Mueggenborg
Joe F. Mueggenborg

Faye Mueggenborg
Faye Mueggenborg

STATE OF OKLAHOMA §
§ SS:
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public, in and for said County and State, on this ___ day of September, 1971, personally appeared Joe F. Mueggenborg and Faye Mueggenborg, husband and wife, to me known to be the identical persons who subscribed their names above and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

WITNESS my hand and seal the day and year first above written.



Beverly Miller
Notary Public

My Commission Expires:
Oct 15, 1973

JNP:fec

(4)

11-1-72

106

RESTRICTIONS AND CONDITIONS AFFECTING
FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA

The undersigned, being the owners of all the real estate embraced within Falcon Lake, a subdivision to Piedmont, Oklahoma, according to the plat thereof, being a part of Lot 1, Lot 2, and the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section 2, Township 14 North, Range 5 West of the Indian Meridian, Canadian County, Oklahoma, for the purpose of providing for an orderly development thereof for the benefit of their heirs and assigns in title, hereby impose thereon the following restrictions, conditions and reservations, to-wit:

1. All lots within said addition shall be used solely for residential purposes. No structures for residential purposes shall be erected, altered, placed on or permitted to remain on any lot, other than one single family dwelling, not to exceed two stories in height and a private garage for two or more automobiles, and other out-buildings incidental thereto. The exterior walls of all dwellings must be built of fifty per cent (50%) brick, rock, or stone veneer; provided however, that all windows or doors and, where a gable-type roof is used, that part of the exterior wall extended about the interior room ceiling line shall all be excluded in determining what constitutes 50% of the exterior walls that must be brick, rock, or stone veneer. No lot in said addition and no building or structure thereon shall be used in whole or in part for business, commercial, trade or professional activities of any kind.

2. No building or fence shall be erected, placed or altered in said addition until the plans, specifications and plot plan shall have been approved in writing for conformity and harmony of external design with existing structures and as to its location with respect to topography and finished ground elevation and grading by a majority of a committee consisting of Albert A. Holcomb, Roger W. Strong, and Eli Cypert, or a representative designated by them. If within 30 days after such plans and specifications shall have been submitted, there is failure of them or their designated representative to approve or disapprove the same, or any event, if no action to enjoin the erection of the proposed building or alteration shall be commenced prior to the completion thereof, such approval will not be required and the condition in this paragraph shall be deemed to have been fully met. Neither the committee nor their designated representatives shall receive any compensation for their services hereunder, and their powers and duties as set forth in this numerical paragraph shall cease on November 1, 1982, after which time no such prior approval of plans and specifications shall be required, unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of lots in said addition and filed for record in the office of the County Clerk of said County, appointing persons thereafter to exercise such powers and duties.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line or nearer to the lake than the minimum building set back lines shown on the recorded plat.

The sideyards shall be not less than 20 feet from said lot line, and in no event shall the distance between buildings be less than 40 feet. No dwelling shall be located nearer than 20 feet to a side lot

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B & P. N. Ind. ✓
P.L. Read _____
Mason _____
Clerk or _____
County _____

line.

The front building set back line shall be 25 feet.

For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any building plot which has an area of less than 10,000 square feet; nor shall any dwelling be erected or placed on any lot having a width of less than 100 feet at the front minimum building setback line.

5. No business, trade, or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No fences shall be installed on the front portion of any lot in this subdivision between the front lot line and the front building set back line, nor shall any fence be installed on the rear of any lot beyond the lake building line.

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and except that horses may be allowed on lots in excess of one (1) acre.

8. Easements for the installation and maintenance of public utilities are reserved and located as shown on said plat with the right reserved by the undersigned developers to annul and vacate any easements not actually in use.

9. No trailer, basement, tent, shack, garage, or any structure of a temporary character may be used as a residence either temporarily or permanently.

10. The floor area of each dwelling, exclusive of porches, breeze-ways, and attached garages, shall not be less than 1,500 square feet.

11. No existing building or structure of any kind may be moved to be placed upon any lot in said addition.

12. Septic tanks shall be used in this subdivision and all toilets, baths, sinks, lavatories, and inside drains shall be connected to a septic tank which shall be approved by the county, town, or state health department.

13. There shall not be permitted any boat dock, boat house, wharf, or any protrusion into the lake or water unless such boat dock, boat house, wharf or structure shall have been previously approved in writing by a majority of the committee referred to in paragraph 2 above.

14. Each lot owner shall be issued one share or certificate in

the Falcon Lake Club, which share or certificate shall run with the land, and such shall entitle the immediate family to fish, swim, and boat on the Lake within the rules, regulations, and by-laws of the said Club as such rules, regulations and by-laws now exist or as they shall be adopted and promulgated from time to time in the future and each lot owner shall be subject to an annual assessment to provide a fund for the maintenance and improvement of the Lake (being Block 2 of the plat of Falcon Lake).

15. It is understood and agreed by and between the undersigned developers, their heirs or assigns and all lot owners or purchasers and assigns that they are and shall be fully cognizant of the hazards, both natural and artificial of the use of said Lake, and by their purchase of a lot and their share or certificate in the Falcon Lake Club, do accept same subject to all attendant risks and hazards, and shall make no claim against the undersigned developers, their heirs or assigns or the Club, its successors or assigns, by reason of injury or damage done, caused by natural or artificial hazards on or about the said Lake, premises, or that may occur thereon. It being the intention that the lot owner or purchaser, their family and guests, shall exercise said rights at his or their own risk.

16. The undersigned owners and developers hereby reserve the right to change or modify the size of any of the lots in this addition and further reserve the right to change or modify the restrictions and covenants herein contained and further reserve the right to change or modify the building set back lines.

17. The restriction, conditions, and provisions hereof shall be deemed to be covenants running with the land until November 1, 1997, at which time they shall be extended automatically for successive periods of five (5) years, unless by vote of a majority of the then owners of the lots in said addition it is agreed to abrogate or modify the same in whole or in part.

18. 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 any other person or persons owning any real property situated in said development or subdivision or the undersigned developers, at their option, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other due for such violation.

19. Invalidation of any of the provisions hereof by judicial decree shall not affect any of the other provisions hereof not so violated.

Witness our hands on this 18 day of April, 1978.


Albert A. Holcomb


Roger W. Strong


Eli Cypert

STATE OF OKLAHOMA §
 § SS:
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public, in and for said County and State on this 18 day of April, 1973, personally appeared Albert A. Holcomb, Roger W. Strong, and Eli Cypert, 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.

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

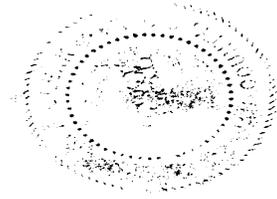


[Signature]
Notary Public

My Commission Expires:

June 24, 1974

State of Oklahoma }
Canadian County } SS
Filed for record April 18, 1973
at 2:11 P. M and recorded in
Book 538 Page 106
Fee \$ 3.50
FRANCES C. BREMSETH
COUNTY CLERK
By *[Signature]* Deputy



JNP:vbd

(7)

4-7-76

636

*Return to:
James Posey
7300 W 23
Bethany, OK*

FIRST AMENDED
RESTRICTIONS AND CONDITIONS AFFECTING
FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA

The undersigned do hereby certify that they are the owners of and the only person or persons or corporation who have any right, title, or interest in all of the land embraced and included in FALCON LAKE, a subdivision to Piedmont, Oklahoma, as shown by a recorded plat thereof;

Whereas, prior to this date, Albert A. Holcomb, Roger W. Strong and Eli Cypert filed "Restrictions and Conditions Affecting FALCON LAKE, a subdivision to Piedmont, Oklahoma," dated April 18, 1973, and recorded on April 18, 1973 in Book 538 at Page 106 of the records of Canadian County, Oklahoma.

Whereas, it is now the intention and desire of the undersigned to amend certain of the restrictions contained in the above mentioned "Restrictions and Conditions" in the manner hereinafter set forth,

Now, Therefore, the undersigned, hereby amend the above described Restrictions and Conditions on FALCON LAKE, a subdivision to Piedmont, Oklahoma, as follows:

That paragraph 1 of the original Restrictions and Conditions shall be amended to read as follows:

"1. All lots within said addition shall be used solely for residential purposes. No structures for residential purposes shall be erected, altered, placed on or permitted to remain on any lot, other than one single family dwelling, not to exceed two stories in height and a private garage for two or more automobiles, and other out-buildings incidental thereto. The exterior walls of all dwellings must be built of brick, brick veneer, stone, stone veneer, stucco, redwood or rough cedar. No lot in said addition and no building or structure thereon shall be used in whole or in part for business, commercial, trade or professional activities of any kind. No lot shall ever be used for depositing junk, junk cars or debris of any nature or kind."

Number _____
Index _____
Recorded _____
B & P. M. Inc. _____
P.R. Read _____
Margin _____
Granted _____
Granted _____

4708

That paragraph 2 of the original Restrictions and Conditions shall be amended to read as follows:

"2. No building or fence shall be erected, placed or altered in said addition until the plans, specifications and plot plan shall have been approved in writing for conformity and harmony of external design with existing structures and as to its location with respect to topography and finished ground elevation and grading by a majority of a committee consisting of Joe F. Mueggenborg and Faye Mueggenborg and a third party or member who shall be chosen by them. In the event of the death or resignation of any member of the committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or designate a representative with like authority. If within 30 days after such plans and specifications shall have been submitted, there is failure of them or their designated representative to approve or disapprove the same, or any event, if no action to enjoin the erection of the proposed building or alteration shall be commenced prior to the completion thereof, such approval will not be required and the condition in this paragraph shall be deemed to have been fully met. Neither the committee nor their designated representatives shall receive any compensation for their services hereunder, and their powers and duties as set forth in this numerical paragraph shall cease on November 1, 1982, after which time no such prior approval of plans and specifications shall be required, unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of lots in said addition and filed for record in the office of the County Clerk of said County, appointing persons thereafter to exercise such powers and duties."

That paragraph 9 of the original Restrictions and Conditions shall be amended to read as follows:

"9. No trailer, basement, tent, shack, garage, or any structure of a temporary character may be used as a residence either temporarily or permanently; provided however, that one mobile home may be temporarily placed on any lot while a permanent structure is being constructed; provided further however, that his temporary permit for a mobile home shall expire two (2) years from the date the mobile home is first placed on the lot."

That paragraph 10 of the original Restrictions and Conditions shall be amended to read as follows:

"10. The floor area of each dwelling, exclusive of porches, breeze-ways, and attached garages, shall not be less than 1,000 square feet, except that the floor area of the dwelling on Lot 9, Block 1 shall not be less than 750 square feet."

These amendments are being made pursuant to the authority granted to the undersigned owners and developers in paragraph 16 of the "Restrictions and Conditions" recorded in Book 538 at Page 106 of the records of Canadian County, Oklahoma.

That, except as to the extent herein expressly set out, the original "Restrictions and Conditions Affecting FALCON LAKE, a Subdivision to Piedmont, Oklahoma," shall not be considered as having been amended, changed or otherwise modified by this instrument, but, subject to the terms and provisions hereof, shall continue in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned property owners have hereunto set their hands and seals this 19th day of April, 1976.

Albert A. Holcomb
Albert A. Holcomb

Roger W. Strong
Roger W. Strong

Eli Cypert
Eli Cypert

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA § SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of April, 1976, personally appeared Albert A. Holcomb, Roger W. Strong and Eli Cypert 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.

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



James Posley
Notary Public



State of Oklahoma }
Canadian County } SS
Filed for record May 5 1976
at 3:36 P.M. and recorded in
Book 629 Page 636
Fee \$ 3.00
FRANCES C. BREMSETH
COUNTY CLERK
By [Signature] Deputy

JNP:vbd

(3)

6-15-76

565

SUPPLEMENTAL RESTRICTIONS AND COVENANTS, AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA, AND A PART OF LOT 2 OF THE NE/4 OF §2, T14N, R5W MORE SPECIFICALLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 759' SOUTH OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE WEST 417.5'; THENCE SOUTH 208.75'; THENCE EAST 417.5'; THENCE NORTH 208.75' TO THE POINT OF BEGINNING

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Joe F. Mueggenborg and Faye Mueggenborg, husband and wife, hereinafter referred to as the "owner", being the owner of all property included in FALCON LAKE, an addition to Piedmont, Oklahmoma, as recorded in book 5 of plats at page 24 in the office of the County Clerk of Canadian County, as well as a tract of land shown on said plat but not included therein, more particularly described as follows:

A part of Lot 2 of the NE/4 of §2, T14N, R5W more specifically described as follows: Beginning at a point 759' south of the northeast corner of said Lot 2; thence west 417.5'; thence south 208.75'; thence east 417.5'; thence north 208.75' to the point of beginning;

and desiring to develop said land as residential property; and for the purpose of carrying out a general plan to create and provide for certain open space, a lake, recreational and park area, and for the maintenance, upkeep and control thereof, the owner does hereby impose upon all the lots shown on the plat of FALCON LAKE as well as the tract 208.75' x 417.50' shown thereon but not included therein and more specifically hereinabove described, the following restrictions, reservations, covenants and conditions which shall be binding upon themselves and their successors in title, and any corporation or corporations, partnership or partnerships, person or persons hereinafter becoming the owner or owners, either directly or through any subsequent transfers or in any manner whatsoever of any lot or lots in said FALCON LAKE as well as the tract 208.75' x 417.50' above described, shall take, hold and convey same, subject to the following conditions and reservations, to-wit:

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1. There shall be created or organized a non-profit corporation which shall be named "FALCON LAKE CLUB", which for convenience, shall hereinafter be designated as "Club".

2. Each owner of a platted lot in FALCON LAKE and the 208.75' x 417.50' tract and successive owners thereof shall be a member of said Club and shall be entitled at all meetings to cast one vote on each and every matter considered by the Club for each platted lot owned. No fractional vote shall be cast or counted.

3. Said club shall adopt and establish By-Laws thereof and shall adopt and publish rules and regulations for the use and control of Block 2 of FALCON LAKE, a subdivision to Piedmont; provided, however that the By-Laws, rules and regulations of said Club shall not be inconsistent with any of the conditions or terms of this instrument.

4. Said Club shall have an associational meeting not less than once each year, and shall elect such directors as may be determined by the By-Laws of said Club who shall meet at such intervals as they shall determine, provided that there shall never be less than three (3) Directors.

5. There is hereby granted and extended to said Club the rights, responsibilities, powers and duties to care for, operate, maintain and regulate the use of all the property designated as Block 2 on the recorded plat of FALCON LAKE, and the lake, parks, improvements or other open space included therein, and in this connection shall have the power and right to determine, fix, assess and collect from the members of the Club such dues as may be necessary to operate and maintain the property of the Club, including the parks, lake, open space and buildings thereon, to properly insure same and indemnify the members of liability, and pay all lawful taxes thereon, and may also determine, fix and assess and collect special assessments for capital improvements.

6. A lien is hereby expressly declared to exist and to continue on all of the lots in FALCON LAKE and the tract 208.75' x 417.50' above described for all dues or assessments provided for in paragraph 5 thereof, until the same have been fully paid, it

being expressly understood that the costs of the development, improvement and creation of said parks, lake, recreational areas, buildings and other open space shall constitute a prior payment on behalf of the owner or developer for any dues that may be assessed against the owner or developer's property until the same has been conveyed or occupied for residential purposes. Provided however, that any special assessments levied for capital improvements shall be subordinate to any purchase money mortgage placed upon said property. The Club is hereby given the right, power and authority to add a penalty not to exceed 20 per cent for failure to pay such annual or monthly charge or assessment, and to enforce the collection of such charges, assessments and penalties if not paid, within a time to be fixed by it, by a proceeding in any Court of proper jurisdiction in Canadian County, Oklahoma, the same as other liens are enforced on lands located in said County, and said lien created for such charge or assessment, as aforesaid, shall cover and include all penalties and all costs including a reasonable attorney's fee incurred in enforcing same.

7. The Club shall have the right to suspend the voting rights and right to use the recreational facilities by any member for any period during which any dues, general or special assessments against his lot remains unpaid, and for a period not to exceed 90 days for an infraction of its published rules and regulations.

8. Any person becoming an owner of any lots in Block 1 and 3 of FALCON LAKE as well as the tract 208.75' x 417.50' above described, by the acceptance of a Deed or other conveyance of said property, shall thereby assent to the obligation to pay said dues, and no such owners shall be excused from paying said dues or assessment so assessed by the Club, upon any agreement to not use the recreational facilities or otherwise. Said dues shall be a personal obligation, and shall not pass to the successor in title, unless expressly assumed by said successor, but nevertheless, the lien mentioned arising by reason of the assessment shall continue to be a charge and a lien upon the land as above provided.

9. Said Club shall maintain the lake, parks and other improvements and open space as designated herein, being Lot 2 on the recorded plat of FALCON LAKE, pay all taxes assessed thereon, maintain and pay such liability insurance or other insurance as may be needed from time to time, enforce the covenants and restrictions in said addition, make rules and regulations to insure a proper and orderly use of said facilities by all such members, and enforce same, and to perform such other proper functions in the interest of the Club and the community, which may, from time to time, be needed.

10. The annual dues and special assessments, as well as the election of directors, shall be by majority vote of the members of the Club present and voting at a meeting duly called, written notice of which shall be sent to all members not less than five (5) nor more than thirty (30) days in advance of the meeting and the notice shall briefly state the purpose of the meeting.

11. That any part or all of the obligations, responsibilities, duties or powers hereby authorized to the Club may be carried on, exercised and controlled by the undersigned, at their option, until 35 of the platted lots in Blocks 1 and 3 of FALCON LAKE have been deeded by the undersigned, their heirs and assigns, to third party owners.

12. The undersigned hereby covenant for themselves, their heirs and assigns that it will convey fee simple title to the said Block 2 FALCON LAKE ADDITION to the Falcon Lake Club, free and clear of all encumbrances and liens, when thirty-five (35) of the platted lots in Blocks 1 and 3 of FALCON LAKE ADDITION have been deeded by the undersigned, their heirs and assigns, to third party owners.

13. Should said Block 2 or any part thereof, be abandoned or not used for the purposes herein set forth, then in such event said property shall become the sole property of the undersigned free and clear of these restrictions.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed this 30th day of June, 1976.

Faye Mueggenborg Faye Mueggenborg Joe F. Mueggenborg Joe F. Mueggenborg

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA § SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of June, 1976, personally appeared Joe F. Mueggenborg and Faye Mueggenborg 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.

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



Herman A. Elston
Notary Public

My Commission Expires:
12-15-78



State of Oklahoma } SS
Canadian County }
Filed for record Aug 16 1976
at 9:00 AM and recorded in
Book 639 Page 565
No. 650
FRANCES C. BREMSER
County Clerk
Frances C. Bremser

B. E.
James W. Boyer
Suite 400 Professional Center
7300 N.W. 23rd
Bethany, Ok. 73008

BOOK PAGE
1861 811

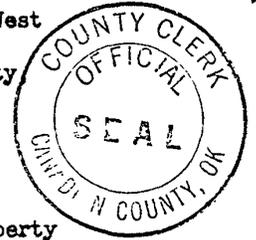
STATE OF OKLAHOMA
CANADIAN COUNTY
FILED & RECORDED

1200
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MAR 18 P 12:54
COUNTY CLERK

SECOND AMENDED
RESTRICTIONS AND CONDITIONS AFFECTING
FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA

FALCON LAKE, a subdivision of the Southwest Quarter (SW/4) of the
Northeast Quarter (NE/4), Lot Two (2) and a part of Lot One (1),
Section Two (2), Township Fourteen (14) North, Range Five (5) West
of the Indian Meridian, to the Town of Piedmont, Canadian County,
Oklahoma according to the recorded plat thereof



At a regular annual meeting, on March 6, 1994, of the property
owners of Falcon Lake, a subdivision of Piedmont, Oklahoma, with a
quorum present, a motion was made, seconded and approved unanimously
to make amendments to the Restrictions and Conditions affecting Falcon
Lake, a subdivision of Piedmont, Oklahoma first dated April 18, 1973,
and recorded on April 18, 1973 in Book 538 at Page 106, and first
amended dated April 19, 1976 and recorded May 5, 1976 in Book 629 at
Page 636 of the records of Canadian County, Oklahoma.

Whereas, it is now the intention and desire of the property
owners to amend certain of the restrictions contained in the above
mentioned "Restrictions and Conditions" in the manner hereinafter set
forth.

Now, Therefore, the property owners, hereby amend the above des-
cribed Restrictions and Conditions on FALCON LAKE, a subdivision to
Piedmont, Oklahoma, as follows:

Num. Index _____
B. & P.N. Index _____
Margin _____

Return: Falcon Lake Club, 940 S Lake Dr, Edmond, Ok 73003

BOOK PAGE
1861 812

That paragraph 1, 9, and 10 of the first amended Restrictions and Conditions, dated April 19, 1976 and recorded May 4, 1976 in Book 629 at Page 636 of the records of Canadian County, Oklahoma shall be revoked and revert back to the original Restrictions and Conditions dated April 18, 1973 and recorded April 18, 1973 in Book 538 at Page 106 of the records of Canadian County, Oklahoma.

That paragraph 2 of the first amended Restrictions and Conditions, dated April 19, 1976 and recorded May 5, 1976 in Book 629 at Page 636 of the records of Canadian County, Oklahoma, shall read as follows

2. No building or fence shall be erected, placed or altered in said addition until the plans, specifications and plot plan shall have been approved in writing for conformity and harmony of external design with existing structures and as to its location with respect to topography and finished ground elevation and grading by a majority of the Board of Directors, duly elected by the property owners and designated as The Building Committee. If within 30 days after such plans and specifications shall have been submitted, there is failure of them or their designated representative to approve or disapprove the same, or any event, if no action to enjoin the erection of the proposed building or alteration shall be commenced prior to the completion thereof, such approval will not be required and the condition in this paragraph shall be deemed to have been fully met. Neither the Board of Directors nor their designated representatives shall receive any compensation for their services hereunder, and their powers and duties as set forth in this numerical paragraph shall be perpetual until changed by a majority vote of the property owners of Falcon Lake and filed for record in the office of the County Clerk of said County.

BOOK PAGE
1861 813

That, except as to the extent herein expressly set out, the original "Restrictions and Conditions Affecting FALCON LAKE, a subdivision to Piedmont, Oklahoma," shall not be considered as having been amended, changed or otherwise modified by this instrument, but, subject to the terms and provisions hereof, shall continue in full force and effect in accordance with the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned Board of Directors have hereunto set their hands and seals this 8th day of March, 1994.

J. D. Dodge
J. D. Dodge

Steve Kyle
Steve Kyle

Earl L. Matthews
Earl L. Matthews



STATE OF OKLAHOMA }
COUNTY OF CANAWA } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of MARCH, 1994, personally appeared J. D. Dodge, Steve Kyle and Earl L. Matthews 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.

Given under my hand and seal the day and year last above

Red D
Notary Public



My Commission Expires
10 June 97

Return to



Doc#:R 2009 18636
Bk&Pg:RB 3585 355-357
Filed:08-19-2009 LMG
01:29:28 PM RT
Canadian County, OK

**THIRD AMENDED (3)
RESTRICTIONS AND CONDITIONS AFFECTING
FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA**

FALCON LAKE, a subdivision of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4), Lot Two (2) and a part of Lot One (1), Section Two (2). Township Fourteen (14) North, Range Five (5) West of the Indian Meridian, to the Town of Piedmont, Canadian County, Oklahoma according to the recorded plat there.

At a regular annual meeting on April 2, 2006 of FALCON LAKE CLUB, AN OKLAHOMA NON-PROFIT CORPORATION, the property owners of Falcon Lake, a subdivision to Piedmont, Oklahoma, with a quorum present, a motion was made, seconded and approved unanimously to make amendments to the RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, "RESTRICTIONS AND CONDITIONS", first dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at Page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA, recorded in Book 639 Page 565 of the records of Canadian County, Oklahoma and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated April 19, 1976 and recorded May 5, 1976 in Book 629 at Page 636, and SECOND AMENDED RESTRICTONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated March 8, 1994 and recorded March 18, 1994 in Book 1861 Page 811 of the records of Canadian County, Oklahoma

Whereas, it is now the intention and desire of the property owners to amend certain restrictions contained in the above mentioned "RESTRICTIONS AND CONDITIONS" in the manner hereinafter set forth.

Now, Therefore, the property owners of FALCON LAKE CLUB, AN OKLAHOMA NON-PROFIT CORPORATION, hereby amend the above described "RESTRICTIONS AND CONDITIONS" as follows:

That paragraph 10 of the RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at Page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA, dated June 30, 1976 and recorded on August 16, 1976 in Book 639 at Page 565 of the records of Canadian County, Oklahoma and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated April 19, 1976 and recorded May 5, 1976 in Book 629 at Page 636, and SECOND AMENDED RESTRICTONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated March 8, 1994 and recorded on March 18, 1994 in Book 1861 at Page 811 of the records of Canadian County, Oklahoma shall read as follows:

10. The floor area of each dwelling, exclusive of porches, breeze-ways, and attached garages, shall not be less than 2,000 square feet.

This amendment is being made pursuant to the authority granted to the undersigned Board of Directors as defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS, AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA recorded in Book 639 at Page 565 of the records of Canadian County, Oklahoma and more particularly described in Article III of the By-Laws of Falcon Lake Club.

That, except to the extent herein expressly set out, the original RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at Page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA, dated June 30, 1976 and recorded on August 16, 1976 in Book 639 at Page 565 of the records of Canadian County, Oklahoma and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated April 19, 1976 and recorded May 5, 1976 in Book 629 at Page 636, and SECOND AMENDED RESTRICTONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA dated March 8, 1994 and recorded March 18, 1994 in Book 1861 at Page 811 of the records of Canadian County, Oklahoma shall not be considered as having been amended, changed or otherwise modified by this instrument, but, subject to the

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Piedmont, OKLA.
FALCON LAKE
4209
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**FOURTH AMENDED
RESTRICTIONS AND CONDITIONS AFFECTING
FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA**

Doc#:R 2016 15157
Bk&Pg:RB 4432 395-397
Filed:06-24-2016
01:59:49 PM
Canadian County, OK

DAR
RT

FALCON LAKE, a subdivision of the SW Quarter (SW/4) of the Northeast Quarter (NE/4), Lot To (2) and a part of Lot One (1), Section Two (2) , Township Fourteen (14), North Range Five (5) West of the Indian Meridian, to the town of Piedmont, Canadian County, Oklahoma according to the recorded plat thereof.

At a regular meeting on May 3rd, 2015 of Falcon Lake Club, An OKLAHOMA NON-PROFIT CORPORATION, the property owners of Falcon Lake, a subdivision to Piedmont, Oklahoma, with a quorum present, a motion was made, seconded and approved to make amendments to the RESTRICTIONS AND CONDITIONS first dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma, recorded in Book 639 Page 565 of the records of Canadian County, Oklahoma, and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont , Oklahoma dated April 19, 1976 and recorded May 5, 1976 in book 629 at Page 636, and SECOND AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated March 8, 1994 and recorded March 18, 1994 in Book 1861 Page 811, and THIRD AMENDED RESTRICTIONS AND COVENANTS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated August 11, 2009 and recorded August 19, 2009 in Book 3585 Page 355 of the records of Canadian County, Oklahoma.

Whereas, it is now the intention and desire of the property owners to amend certain restrictions contained in the above mentioned RESTRICTIONS AND CONDITIONS in the manner hereafter set forth.

Now, therefore, the property owners of FALCON LAKE CLUB , AN OKLAHOMA NON-PROFIT CORPORATION, hereby amend the above described RESTRICTIONS AND CONDITIONS As follows:

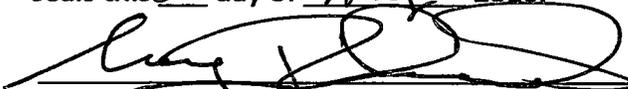
That Paragraph 7 of the RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at Page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma, records in Book 639 at Page 565 of the records of Canadian County, Oklahoma, and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a Subdivision to Piedmont, Oklahoma dated April 19, 1976 and recorded May 5, 1976 in Book 629 at Page 636, and SECOND AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont , Oklahoma dated March 8, 1994 and recorded March 18, 1994 in Book 1861 at Page 811, an THIRD AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated August 11, 2009 and recorded August 19, 2009 in Book 3585 Page 355 of the records of Canadian County, Oklahoma shall read as follows:

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and except that horses may be allowed on lots of one (1) acre or more, and comply with the City Of Piedmont, Oklahoma laws, statutes and regulations, and any Falcon Lake Club Member must seek and receive approval by majority of The Falcon Lake Board Of Directors.

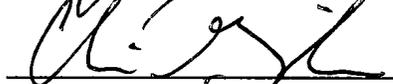
This amendment is being made pursuant to the authority granted to the undersigned Board Of Directors as defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma recorded in Book 639 at Page 565 of the records of Canadian County, Oklahoma and more particularly described in Article III of the By-Laws Of Falcon Lake.

That except to the extent herein expressly set out, the original RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma, recorded in Book 639 at Page 565 of the records of Canadian County, Oklahoma, and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma dated April 19, 1976 and recorded May 5, 1976 in Book 629 at Page 636, and SECOND AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated March 8, 1994 and recorded March 18, 1994 in Book 1861 at Page 811' and THIRD AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated August 11, 2009 in Book 3585 at Page 355 of the records of Canadian County, Oklahoma shall not be considered as having been amended, changed or otherwise modified by this instrument, but, subject to the terms and provisions hereof, shall continue in full force and affect in accordance with the terms and provisions thereof:

IN WITNESS WHEREOF, the undersigned Board Of Directors have hereunto set their hands and seals this 29th day of May 2016.


CRAIG RICHARDS DIRECTOR OF FALCON LAKE CLUB, INC.


ROCKY WERNER DIRECTOR OF FALCON LAKE CLUB, INC.


CHRIS GIBSON DIRECTOR OF FALCON LAKE CLUB, INC.

STATE OF OKLAHOMA }
 }
 } SS:
COUNTY OF CANADIAN }

Before me the undersigned Notary Public in and for said County and State, on this 29th day of May 2016, personally appeared CRAIG RICHARDS , ROCKY WERNER and CHRIS GIBSON to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed it as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Denise K Young
NOTARY PUBLIC
COMMISSION NO. 02012387

MY COMMISSION EXPIRES:
7-23-18



Ret: 4209 FALCON CIRCLE PIEDMONT, OKLA 73078



(3)

FIFTH AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A SUBDIVISION TO PIEDMONT, OKLAHOMA

Doc#:R 2016 15158 Bk&Pg:RB 4432 398-400 Filed:06-24-2016 02:01:10 PM Canadian County, OK

DAR RT

FALCON LAKE, a subdivision of the SW Quarter (SW/4) of the Northeast Quarter (NE/4), Lot To (2) and a part of Lot One (1), Section Two (2) , Township Fourteen (14), North Range Five (5) West of the Indian Meridian, to the town of Piedmont, Canadian County, Oklahoma according to the recorded plat thereof.

At a regular meeting on May 1, 2016 of Falcon Lake Club, An OKLAHOMA NON-PROFIT CORPORATION, the property owners of Falcon Lake, a subdivision to Piedmont, Oklahoma, with a quorum present, a motion was made, seconded and approved to make amendments to the RESTRICTIONS AND CONDITIONS first dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma, recorded in Book 639 Page 565 of the records of Canadian County, Oklahoma, and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont , Oklahoma dated April 19, 1976 and recorded May 5, 1976 in book 629 at Page 636, and SECOND AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated March 8, 1994 and recorded March 18, 1994 in Book 1861 Page 811, and THIRD AMENDED RESTRICTIONS AND COVENANTS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated August 11, 2009 and recorded August 19, 2009 in Book 3585 Page 355 of the records of Canadian County, Oklahoma.

Whereas, it is now the intention and desire of the property owners to amend certain restrictions contained in the above mentioned RESTRICTIONS AND CONDITIONS in the manner hereafter set forth.

Now, therefore, the property owners of FALCON LAKE CLUB , AN OKLAHOMA NON-PROFIT CORPORATION, hereby amend the above described RESTRICTIONS AND CONDITIONS As follows:

That Paragraph 2 of the SUPPLEMENTAL RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated June 15, 1976 and recorded August 16, 1976 in Book 639 at Page 565 and defined in the RESTRICTIONS AND AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma, dated April 18, 1973 and recorded April 18, 1973 in Book 639 at Page 565 of the records of Canadian County, Oklahoma, and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a Subdivision to Piedmont, Oklahoma dated April 19, 1976 and recorded May 5, 1976 and SECOND AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont , Oklahoma dated March 8, 1994 and recorded March 18, 1994 in Book 1861 at Page 811, an THIRD AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated August 11, 2009 and recorded August 19, 2009 in Book 3585 Page 355 of the records of Canadian County, Oklahoma should read as follows:

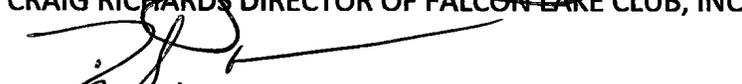
2. Each member , as defined in The By Laws Of Falcon Club, shall be entitled at all annual meetings to cast one vote on each and every matter considered by The Club.

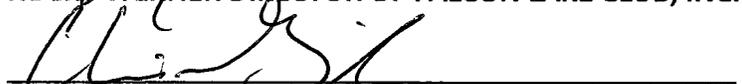
This amendment is being made pursuant to the authority granted to the undersigned Board Of Directors as defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma recorded in Book 639 at Page 565 of the records of Canadian County, Oklahoma and more particularly described in Article III of the By-Laws Of Falcon Lake.

That except to the extent herein expressly set out, the original RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma dated April 18, 1973 and recorded on April 18, 1973 in Book 538 at page 106 and defined in the SUPPLEMENTAL RESTRICTIONS AND COVENANTS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma, recorded in Book 639 at Page 565 of the records of Canadian County, Oklahoma, and FIRST AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, A subdivision to Piedmont, Oklahoma dated April 19, 1976 and recorded May 5, 1976 in Book 629 at Page 636, and SECOND AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated March 8, 1994 and recorded March 18, 1994 in Book 1861 at Page 811' and THIRD AMENDED RESTRICTIONS AND CONDITIONS AFFECTING FALCON LAKE, a subdivision to Piedmont, Oklahoma dated August 11, 2009 in Book 3585 at Page 355 of the records of Canadian County, Oklahoma shall not be considered as having been amended, changed or otherwise modified by this instrument, but, subject to the terms and provisions hereof, shall continue in full force and affect in accordance with the terms and provisions thereof:

IN WITNESS WHEREOF, the undersigned Board Of Directors have hereunto set their hands and seals this 29th day of May 2016.


CRAIG RICHARDS DIRECTOR OF FALCON LAKE CLUB, INC.


ROCKY WERNER DIRECTOR OF FALCON LAKE CLUB, INC.


CHRIS GIBSON DIRECTOR OF FALCON LAKE CLUB, INC.



