

**DEDICATION OF BRECKENRIDGE ESTATES  
A GATED COMMUNITY  
AND RATIFICATION OF PLAT**

S.L.D., LLC, hereinafter referred to as "Developer" does hereby certify, that except as to outstanding mineral interest, it is the owner and the only entity to have any right, title or interest in the land shown and described on the Plat of Breckenridge Estates, a subdivision, recorded in Book 780 at Page 458 in the office of the McIntosh County Clerk, more particularly described as follows, to wit:

A tract of land situated in the SE/4 of Section 14, Township 9 North, Range 16 East, and U.S. Government Lot 5 Section 13, Township 9 North, Range 16 East McIntosh County, State of Oklahoma better described as follows: Beginning at the NW corner of the said SE/4 of Section 14; thence South 89 degrees 57 minutes 24 seconds East along North line of said SE/4 a distance of 165.91 feet to the True Point of Beginning; thence continuing South 89 degrees 57 minutes 24 seconds East along said North line of the SE/4 a distance of 494.84 feet to the NE corner of the W/2 of the NW/4 of the SE/4; thence South 00 degrees 01 minutes 58 seconds West along the East line of the said W/2 of the NW/4 of the SE/4 a distance of 1320.56 feet to the SE corner of the said W/2 of the NW/4 of the SE/4; thence South 89 degrees 58 minutes 23 seconds East along the North line of the S/2 of the SE/4 a distance of 1978.70 feet to the NW corner of said U.S. Government Lot 5; thence South 89 degrees 58 minutes 03 seconds East along the North line of said U.S. Government Lot 5 a distance of 869.12 feet; thence North 26 feet 24 minutes 05 seconds East a distance of 141.54 feet to the West line of Existing Highway #9 Right of Way; thence South 34 degrees 27 minutes 40 seconds East along existing Highway # 9 Right of Way a distance of 153.88 feet; thence South 34 degrees 29 minutes 08 seconds East along West line of Highway #9 Right of Way a distance of 392.46 feet to a point on the CORPS. Of Engineers boundary line; thence North 89 degrees 57 minutes 14 seconds West along said CORPS. Of Engineers boundary line a distance of 748.62 feet to a found CORPS. Of Engineers marker; thence South 59 degrees 57 minutes 51 seconds West along CORPS. Of Engineers boundary line a distance of 510.33 feet to Old #9 Hwy. Right of Way; thence North 87 degrees 08 minutes 39 seconds West along Old #9 Hwy. Right of Way a distance of 52.79 feet to the East line of S/2 of the SE/4; thence continuing North 87 degrees 08 minutes 39 seconds West along Old #9 Hwy. Right of Way a distance of 296.24 feet; thence on a curve to the right along Old #9 Hwy. Right of Way with a chord which bears North 83 degrees 33 minutes 46 seconds West a radius of 1113.30 feet and an arc length of 139.17 feet; thence North 79 degrees 58 minutes 39 seconds West along Old # 9 Hwy. Right of Way a distance of 589.70 feet; thence on a curve to the left along Old #9 Hwy. Right of Way with a chord which bears North 85 degrees 23 minutes 35 seconds West a radius of 1179.30 feet and an arc length of 222.94 feet; thence South 89 degrees 11 minutes 21 seconds West along Old #9 Hwy. Right of Way a distance of 410.77 feet to the CORPS. Of Engineers boundary line: thence North 00 degrees 15 minutes 05 seconds West along the CORPS. Of Engineers boundary line a distance of 99.90 feet to a found CORPS. Of Engineers marker; thence North 89 degrees

32 minutes 20 seconds West along CORPS. Of Engineers boundary line a distance of 658.28 feet to a found CORPS. Of Engineers marker; thence North 47 degrees 54 minutes 20 seconds West along the CORPS. Of Engineers boundary line a distance of 407.49 feet to the East line of Old Hwy. 69 Right of Way; thence North 05 degrees 01 minutes 00 seconds East along the East line of Old Hwy. 69 Right of Way a distance of 389.15 feet to the CORPS. Of Engineers boundary line; thence North 89 degrees 40 minutes 10 seconds East along the CORPS. Of Engineers boundary line a distance of 103.48 feet; thence North 00 degrees 00 minutes 03 seconds East along the CORPS. Of Engineers boundary line a distance of 987.68 feet to the True Point of Beginning. Said tract contains 50.66 acres, more or less.

That said plat is a correct survey of said property made with consent of the Developer and said Developer hereby dedicates to the public use, all of the streets and easements shown on said plat. That the plat of Breckenridge Estates as recorded with the McIntosh County Clerk identifies the owner of the property described herein as F.L.D., LLC. That identification is the result of a typographical error. The recorded owner of said property is S.L.D., LLC, an Oklahoma limited liability company which does hereby ratify the recorded plat of Breckenridge Estates.

For the purpose of providing an orderly development of all the lots included in the above described property, and for the further purpose of providing adequate protective covenants for the benefit of the owners and their successors in title. Developer does hereby impose the following restrictions and reservations on all of the above described property, to which it shall be incumbent upon its successors in title to adhere and any person (s), corporation (s), or entity (s), hereafter becoming owner(s), either directly or through subsequent transfers, or in any manner whatsoever, of any lot or lots included in Breckenridge Estates, shall take, hold and convey same subject to the following restrictions and reservations to wit:

1. The above described property shall be restricted to use for single family residences except lots twenty six (26), twenty seven (27), twenty eight (28) and twenty nine (29) which may be used for commercial purposes or for residential use. In the event lots 26, 27, 28 and 29 are used for residential purposes all of the following restrictions that apply to residential use shall apply to those lots. No business, trade or commercial activity shall be carried on at any time upon any lot except as set out in this paragraph.
2. All homes located on lot one (1), through lot fifty seven (57), shall have a minimum of sixteen hundred (1600) square feet of floor space, exclusive of patios, porches or garages. The exterior of any detached garage or storage building must be constructed of the same exterior material as the residence
3. All carports must be attached to the dwelling building, must be behind the front or side set-back lines, and must be constructed of the same material as the residence.
4. All material used on the exterior of each dwelling or garage shall be new and shall

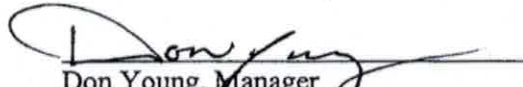
be of wood, siding, logs, brick or stone. All exterior construction must be completed within one (1) year from the date construction of the dwelling begins.

5. No used buildings or structures of any sort may be moved onto and/or placed on any lot under any condition. No travel trailer, house trailer, mobile home, double wide mobile home, modular home, recreational vehicle, tent, or converted vehicle shall be placed or stored on, or used as a dwelling, or as storage, either temporary or permanent on any lot at any time.
6. No residential structure or building of any kind shall be located nearer to the front lot line or easement than twenty (20) feet, or nearer to the side street line than twenty (20) feet, or nearer to the side lot than five (5) feet.
7. Satellite Dishes, used for T.V. reception and fences must stand behind the twenty (20) foot front street set-back, and the twenty (20) foot side street set back, and cannot extend forward of the front of the dwelling. No fence of any type except Dog Run only.
8. All lots must be mowed and maintained three (3) times each year. First mowing will be required before Memorial Day weekend. Second mowing will be required before July 4<sup>th</sup> weekend. Third mowing will be required before labor Day weekend. No junk, trash, debris, or immobilized vehicles shall be allowed to remain on any lot. No lot shall be used or maintained as a dumping ground for rubbish, junk, trash, debris, or used to park immobilized vehicles.
9. No property owner shall grant a right-a-way, give a road easement, construct a road, or otherwise give permission for roadways to any land outside the subdivision, whether public or private across any lot in this subdivision.
10. No animals, livestock, or fowl shall be kept, maintained or raised on the above described property, except house pets. No house pets may be kept for breeding purposes upon said property. No more than two (2) dogs and two (2) cats may be maintained for a single residence. No animals are allowed to run loose in the above described property.
11. No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot within the subdivision.
12. Storage of recreational vehicles, travel trailers, and other trailers, large trucks and large vans, boats, and machinery shall not be parked for longer than over night in front of or on driveways of dwellings. These vehicles shall be parked to the side or rear of dwellings, and cannot be parked or stored in the streets or within the designated front or sideline setback lines.
13. Each dwelling constructed on any lot shall have modern sanitary facilities, and

shall have a septic system, that meets county and state specifications and approval.

14. No property owner shall grant permission to any utility company, general contractor, or sub-contractor, to cut a street, for any service. All street crossovers shall be installed by a bore hole under said street.
15. These covenants shall run with the title to each lot for a period of twenty (20) years and shall continue for ten (10) year periods thereafter unless expressly changed by owners of sixty five (65%) percent of the lot owners of Breckenridge Estates.
18. In the event that any of the covenants confined herein are determined by a court of competent jurisdiction to be invalid or are amended through court action, then that event shall have no effect upon the renewing covenants.

S.L.D., LLC,

  
Don Young, Manager

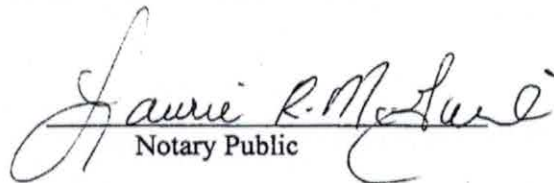
  
Zane Box, Manager

STATE OF OKLAHOMA    }  
                                      }  
                                      }    SS:   ACKNOWLEDGMENT  
COUNTY OF MCINTOSH   }

Before me, the undersigned, a Notary Public, in and for said County and State on this 8 day of August, 2007 personally appeared Don Young and Zane Box, 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.



  
Notary Public