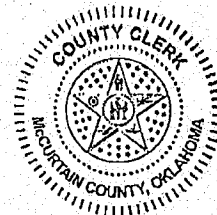


OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS
1 February 2018 TO INCLUDE EXHIBIT A

STATE OF OKLAHOMA)
) **SS**
MCCURTAIN COUNTY)



KNOW ALL MEN BY THESE PRESENTS:

That the owners of **Timber Creek Trails South, Phase VI and individual tracts therein**, located in McCurtain County, State of Oklahoma, described in the attached Exhibit A do agree to the covenants below.

Choctaw Mountain, L.L.C., (the "developer") hereby certifies that it has caused the same to be surveyed into 56 tracts under the name of **Timber Creek Trails South, Phase VI**, and the owners of said tracts do hereby dedicate to public use, subject to the conditions and restrictions hereinafter named, all of the roads upon said plat. We further dedicate and reserve the utility easements shown on the plat for the installation and maintenance of utilities. All land so dedicated to public use, is free and clear of all encumbrances.

PROTECTIVE COVENANTS

1. All tracts shall be used solely for residential purposes and nightly rentals.
2. Homes must be no less than 1600 sq. ft. Porches and decks may be included.
3. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one (1) detached single family dwelling and a private garage and other outbuildings incidental to residential use of the building.
4. No outside cabin construction or land clearing on Saturday and Sunday and national holidays within 1000 feet of inhabited or rented cabins. No outside construction will take place outside the hours of 8:00 AM to 5:00 PM. Owners and contractors will maintain during construction a proper system to collect and dispose of loose waste (bottles, cans, wrappers, bags, boxes, etc.) and will keep construction site neat and orderly.
5. All structures shall be sightly, of neat construction and of character to enhance the value of the property.

6. Easements for installation and maintenance of utilities and drainage-facilities are herein reserved and within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may cause the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible.
7. No detached garage or other outbuildings shall be permitted in the easements herein reserved.
8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any site except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that said animals do not become nuisances to the surrounding property owners.
9. No sign of any kind shall be displayed to the public view on any residential tract except one professional sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder during the construction and sales period.
10. No debris, junk or unsightly accumulation of materials shall be allowed to remain on the premises.
11. No tract shall be used for outside storage; any materials stored on premises must be kept in an enclosure, complete with roof and sides.
12. No automobile or automobiles may be parked on said premises unless such automobile is on inflated tires and in mechanical operating condition.
13. The owner may park a motor home, camper trailer, upon the building plot owned by said owner during the construction period, provided said construction period cannot exceed six (6) months.
14. No fences shall be constructed or placed upon the premises.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an

instrument signed by the owners of a majority of the tracts has been recorded, agreeing to change said covenants in whole or in part.

16. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.
17. Roof pitch and colors are to be consistent within the development and are subject to approval. Approval shall not be unreasonable be withheld. Any shingled roof needs to be approved by the developer.
18. All buildings must be constructed with natural/natural looking materials such as wood, simulated wood, stone, cultured stone. Buildings constructed with brick, stucco or any other man made materials are not permitted.
19. There shall be no construction of any kind in the creek except for the creek crossing of Pickleberry Trail.
20. There shall be no commercial businesses outside of cabin rental.
21. There shall be only one (1) cabin per acre unless approved by the developer. Cabins shall not be placed within 40 feet of any lot boundary unless approved. Building placement is subject to approval by the developer prior to construction.
22. There shall be no metal buildings on the premises.
23. There shall be an initial Homeowners fee of \$300.00 for cabins completed in 2018 and shall be used for upkeep of roads and other common areas and services. Upon the formation of a Homeowners Association, the annual fee will be reviewed and determined by majority vote at each annual Homeowners Association meeting. The Homeowners fee is both personal to the owner of a tract and shall be a charge against the tract. Failure of an owner to remit the applicable Homeowners fee shall create the right of the Homeowners Association to file a lien against the owner's tract, which may be foreclosed in like manner as a mortgage, and for an action in law for collection, the prevailing party to be awarded their costs and attorney's fees.
24. House signage shall be limited to 6 square feet and shall be mounted on posts no higher than 5 feet off the ground. Signage

shall not be mounted on trees.

25. Septic systems must be in strict compliance with DEQ requirements.
26. Buyer agrees that they will transfer Choctaw Electric service within 7 business days after closing. A \$25 monthly assessment will be added to the meter fee by the developer in the event service is not transferred.

**CHOCTAW MOUNTAIN, L.L.C.
TIMBER CREEK TRAILS SOUTH, PHASE IV**

By: Charles R. Wilson
CHARLES R. WILSON
A Manager

STATE OF OKLAHOMA,)
)
COUNTY OF McCURTAIN,) ss.

The foregoing instrument was acknowledged before me this 1st day of February 2018 by **Charles R. Wilson**, a Manager of **CHOCTAW MOUNTAIN, L.L.C.** on behalf of the Company.

Teresa Mullens

My Commission Number: 04011225

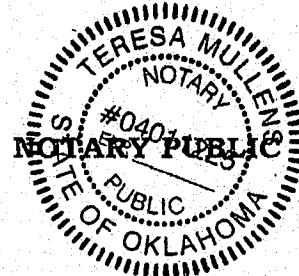


Exhibit A

I-2001-563611 Book 0984 Pg: 916
03/15/2018 1:11 pm Pg 0912-0916
Fee: \$ 21.00 Doc: \$ 0.00
Karen Bryan - McCurtain County Clerk
State of Oklahoma

PROPERTY DESCRIPTION

All that part of Sections 27, 28, 33, and 34, all in Township 4 South, Range 24 East of the Indian Base and Meridian, McCurtain County, Oklahoma, described as follows:
Commencing at the common corners of said Sections 27, 28, 33, and 34,
THENCE: N89°52'45"E, along the Section line between said Sections, 27, and 34, 681.79 feet to the POINT OF BEGINNING for the herein described tract, said point being the Southwest corner of Tract 274, of TIMBER CREEK TRAILS SOUTH, PHASE V,
THENCE: N89°52'45"E, along the Westerly South line of said Timber Creek Trails South, Phase V, 1026.05 feet to the common corners of Tracts 244, 253, and 254;
THENCE: Southeasterly, along the lower West line of said Timber Creek Trails South, Phase V, S05°40'49"E, 44.29 feet, S18°00'35"E, 256.97 feet, S00°17'46"E, 96.49 feet, S51°48'21"E, 71.09 feet, S30°48'48"E, 275.48 feet, and S22°45'42"E, 387.58 feet to the most Southerly Southwest corner of said Timber Creek Trails South, Phase V, said point being in the center of Weyerhaeuser Road No. 51440;
THENCE: Southwesterly, along the center of said Weyerhaeuser Road No. 51440, S60°13'42"W, 103.09 feet, S52°17'14"W, 232.19 feet, and S49°57'12"W, 374.47 feet to a point in the center of a natural draw;
THENCE: Northwesterly along the center of said natural draw, N53°34'26"W, 184.80 feet, N20°44'08"W, 176.87 feet, N13°06'12"W, 210.64 feet, N54°17'53"W, 137.98 feet, N82°31'19"W, 145.57 feet, S75°05'10"W, 107.65 feet, S72°16'26"W, 210.51 feet, N65°50'15"W, 205.62 feet, N87°54'16"W, 93.83 feet, N49°52'29"W, 619.17 feet, N34°59'53"W, 171.01 feet, N39°38'53"W, 116.25 feet, N73°22'51"W, 78.42 feet, N85°22'21"W, 72.91 feet, N31°49'34"W, 142.05 feet, N41°31'04"W, 81.73 feet, and N41°10'43"W, 47.89 feet to a point on the Section line between said Sections 28, and 33;
THENCE: S89°57'18"W, along the Section line between said Sections 28, and 33, 908.67 feet to a point in the center of Weyerhaeuser Road No. 52000, same known as North Lukfata Trail;
THENCE: Northeasterly, along the center of said Weyerhaeuser Road No. 52000, N41°51'46"E, 356.75 feet, N39°41'27"E, 330.03 feet, N43°52'06"E, 359.07 feet, N48°24'55"E, 260.59 feet, and N33°52'54"E, 164.03 feet to a point at the Westerly Southwest corner of Tract 150, of Timber Creek Trails South, Phase III;
THENCE: Southerly along the Westerly, and Southerly line of said Tract 150, S25°21'24"E, 68.27 feet, S04°11'03"E, 153.34 feet, S39°44'01"E, 127.84 feet, N48°13'06"E, 99.67 feet, S44°52'20"E, 69.99 feet, N34°33'16"E, 87.14 feet, to the Southeast corner of said Tract 150, same being the Southwest corner of Tract 290 of the above referenced Timber Creek Trails South, Phase V;
THENCE: Southeasterly, along the Southwesterly line of said Timber Creek Trails South, Phase V, S24°32'23"E, 61.76 feet, N88°09'51"E, 46.44 feet, S04°10'08"W, 45.54 feet, S48°31'06"E, 37.41 feet, S60°26'52"E, 201.98 feet, S65°12'51"E, 83.30 feet, S33°41'45"E, 167.29 feet, S32°05'08"E, 168.66 feet, S19°33'31"E, 86.81 feet, S61°30'46"E, 157.85 feet, S17°55'51"E, 49.64 feet, S54°41'48"E, 54.42 feet, S04°57'49"W, 42.59 feet, S40°42'03"E, 50.68 feet to the PLACE OF BEGINNING, containing 72.028 total acres of land more or less.

There are 6.5 acres in Section 27, 20.1 acres in Section 28, 2.54 acres in Section 33, and 43.068 acres in Section 34. Subject to any applicable Easements, Reservations, Restrictions, or Rights of Way of record or otherwise implied. This property description was originally prepared on March 30, 2017, by Wayne T. Maye, Licensed Land Surveyor, No. 834, from an on the ground boundary survey of the 72.208 acre parent tract of land. Basis of bearings of this property description is the North line of Section 34, T4S, R24E, as N89°52'45"E.

SURVEYORS CERTIFICATE

I, Wayne T. Maye, Licensed Professional Land Surveyor, hereby certifies that this plat correctly reflects the results of a survey made by me or under my supervision on the ground, and this plat of survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

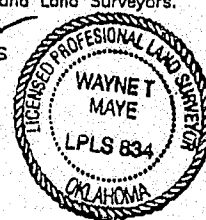
Wayne T. Maye, PLS
Okla. Reg. No. 834

July 28, 2017

DATE OF LAST VISIT

8/28/17

DATE OF SIGNATURE



OWNERS CERTIFICATE AND DEDICATION

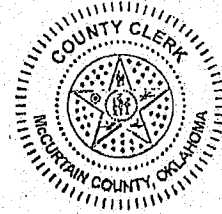
The undersigned, Charles R. Wilson, Member of CHOCTAW MOUNTAIN, LLC, does hereby certify: That they are the owners of the legal title and the only persons, firm, or corporation having any right, title or interest in and to the land shown on the annexed map or plat of TIMBER CREEK TRAILS SOUTH, PHASE VI.

We further certify: That as owners of the title to said land which is shown on the annexed plat or map of TIMBER CREEK TRAILS SOUTH, PHASE VI, do hereby reserve the areas indicated as ROADWAY, DRAINAGE & UTILITY EASEMENT, for the purpose of locating, constructing, erecting, maintaining, conducting and performing any public or quasi-public roadway and utility, or roadway and utility functions or service above or beneath the surface of the ground with rights of ingress and egress at any time for the purpose of installation, repair, maintenance, operation, and removal of any public or quasi-public roadway or utility, and that said property covered by said plat or map and dedication is subject to certain restrictions, reservations and covenants contained in a separate instrument, which will be filed for record in the office of the County Clerk of McCurtain County, Oklahoma subsequent to the filing of this plat.

916

OWNER'S CERTIFICATE, DEDICATION AND RESERVATIONS
REVISED 23 April 2018 to Show Phase VI on Signature Page

STATE OF OKLAHOMA)
) SS
MCCURTAIN COUNTY)



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938

Keep

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CHOCTAW MOUNTAIN, L.L.C.
TIMBER CREEK TRAILS SOUTH, PHASE VI

By: *Charles R. Wilson*
CHARLES R. WILSON
A Manager

STATE OF OKLAHOMA,)
)
COUNTY OF McCURTAIN,) **ss.**

The foregoing instrument was acknowledged before me this 23rd day of April 2018 by **Charles R. Wilson**, a Manager of **CHOCTAW MOUNTAIN, L.L.C.** on behalf of the Company.

Teresa Mullens

My Commission Number: 04011225

