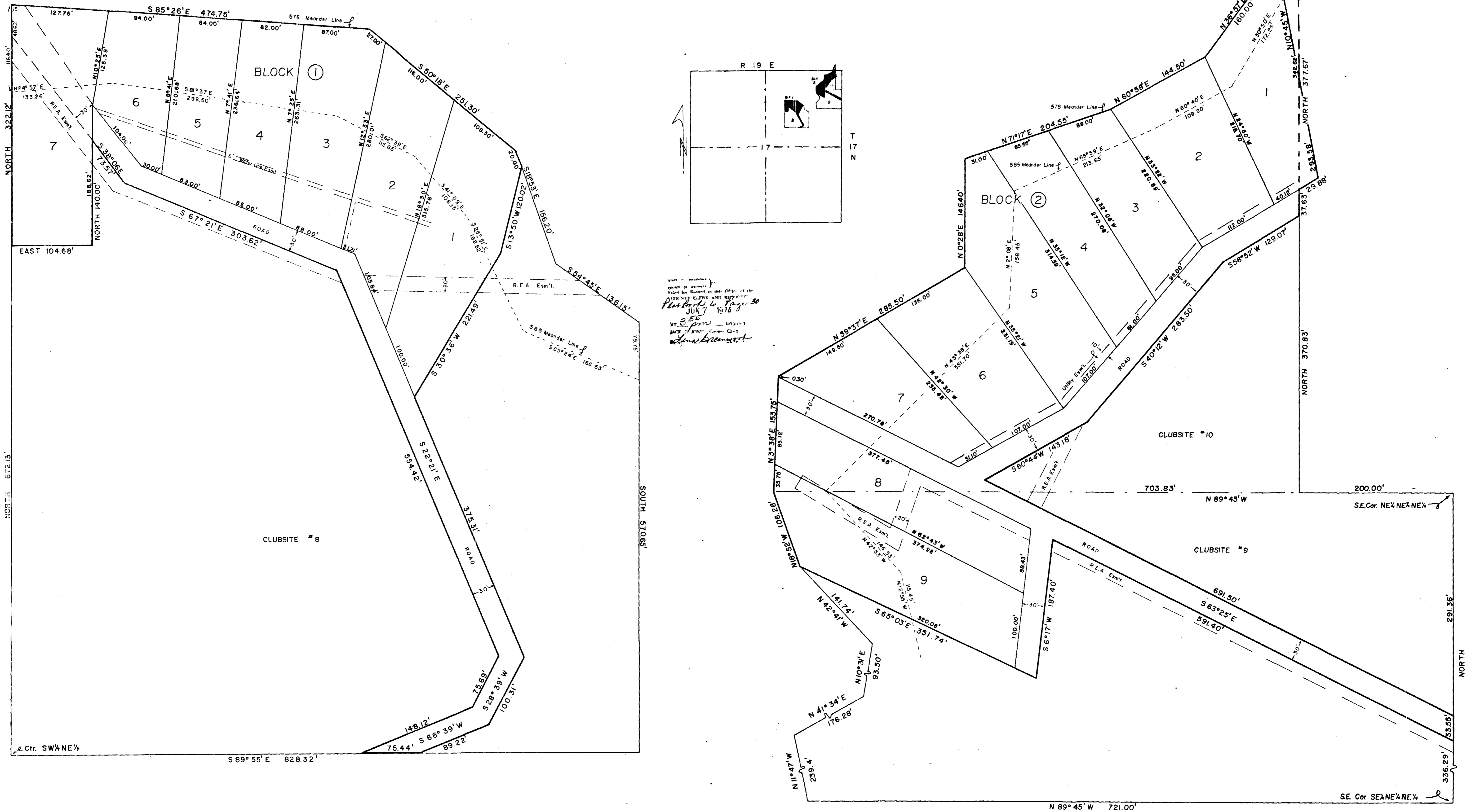


THE TULSA ANCHORAGE CLUB, INC. ESTATES

WAGONER COUNTY, OKLAHOMA



NOTE: (Reference)  
 Order to approve  
 filed for Record in the Office of the  
 County Clerk with Record No.  
 1078 on June 7, 1974  
 at 3:55 PM  
 W. J. Weaver, County Clerk  
 Wagoner County, Oklahoma

THE TULSA ANCHORAGE CLUB, INC. ESTATES  
 PROTECTIVE COVENANTS

STATE OF OKLAHOMA ) ss.  
 COUNTY OF WAGONER )

KNOW ALL MEN BY THESE PRESENTS:  
 WERIAS, The Tulsa Anchorage Club, Inc., an Oklahoma corporation,  
 is the owner of the following described land in Wagoner County, Oklahoma,  
 to-wit:

**BLOCK NO. 1**  
 A portion of the NE 1/4 of Section 17, T17N, R19E, Wagoner County,  
 Oklahoma. Described as follows:  
 Beginning at the center of the SW 1/4 NE 1/4, Section 17; thence  
 North 02°13' East to the point of beginning; thence in the following  
 courses: (1) North 32°12' East (2) S 85°26' E 474.75 feet (3)  
 S 50°18' E 211.10 feet (4) S 18°53' E 20.00 feet (5) S 71°50' W 120.02  
 feet (6) S 36°3' W 221.09 feet (7) S 22°21' E 375.31 feet (8) S 28°38' W  
 100.31 feet (9) S 66°39' W 89.22 feet (10) N 89°35' W 75.44 feet (11)  
 N 66°39' E 141.2 feet (12) N 28°39' E 75.59 feet (13) N 22°21' W  
 554.42 feet (14) N 67°21' W 303.52 feet (15) W 38°06' W 73.57 feet  
 (16) South 14°10' East (17) West 104.68 feet, to the point of beginning.

**BLOCK NO. 2**  
 A portion of the NE 1/4 of Section 17, T17N, R19E, Wagoner County,  
 Oklahoma (including a part of Lot 11, Site 11, Bluff Creek Club Sites).  
 And a portion of the SE 1/4 Section 8, T17N, R19E. Described as follows:  
 Beginning at the SE corner of the SW 1/4 NE 1/4, Section 17; thence  
 North 32°12' East to the point of beginning; thence in the following  
 courses: (1) N 51°25' W 591.40 feet (2) S 6°17' W 187.40 feet (3) S 85°03' W  
 351.74 feet (4) N 16°24' W 106.28 feet (5) N 3°38' E 151.75 feet (6)  
 W 59°37' E 285.31 feet (7) N 0°28' E 146.40 feet (8) N 71°17' E 204.55  
 feet (9) N 60°36' E 144.50 feet (10) N 36°57' E 160.00 feet (11) S 10°45' W  
 293.58 feet (12) S 58°52' W 29.88 feet (13) South 37°43' East (14)  
 S 58°52' W 129.01 feet (15) S 40°12' W 283.50 feet (16) S 60°44' W 143.18  
 feet (17) S 63°21' E 891.50 feet (18) South 33.55 feet, to the point of  
 beginning.

to be surveyed and platted into blocks, lots and streets in conformity to the  
 plat hereon and annexed hereto and have caused the same to be named and  
 designated, The Tulsa Anchorage Club, Inc. Estates, an addition in  
 Wagoner County, Oklahoma.

The owner does hereby declare and establish the following restrictions,  
 conditions and protective covenants which shall be and are hereby made for  
 the use and benefit of each and every person acquiring title, or any interest  
 in any of said property and any person accepting conveyance thereof, either  
 directly from it or remotely from any of its grantees shall take the same  
 subject to such conditions, restrictions and protective covenants and by  
 accepting such covenants shall be deemed to have assented thereto, and  
 shall be entitled to all the benefits, and to have assumed all the responsibil-  
 ities, to-wit:

- Membership of all property owners in The Tulsa Anchorage Club, Inc., an Oklahoma corporation, is required as a prerequisite to land ownership.
- The property shall be used for cottage site purposes only, and in the event of use for any other purposes, title to the land and improvements shall revert to and vest in the United States.
- No structure for human habitation shall be permitted to remain or be constructed on said land lying below elevation 585 feet. Provided further that with respect to said land, the written consent of the representatives of the United States in charge shall be obtained for the type and location of any structure and/or appurtenance thereon now existing or to be erected or constructed on said land below elevation 585 feet.
- All property not assigned shall be owned by The Tulsa Anchorage Club, Inc.
- No building or structure shall be erected or constructed on any lot until the building plans, plot plans and external design have first been approved in writing by The Tulsa Anchorage Club, Inc., or by such nominee or nominees as it may designate in writing. No trailer or mobile home shall be permitted to be permanently parked on any lot in lieu of a cabin.
- No noxious, offensive, unlawful or immoral use shall be made of the premises.
- All covenants and restrictions shall be binding upon any purchaser, or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire subdivision.
- All lots are subject to all restrictions, easements and reservations of record, including reservations of oil, gas and other minerals, and to any applicable zoning rules and regulations.
- No lot may be re-subdivided unless written approval is given by The Tulsa Anchorage Club, Inc., its assigns or designees.
- No advertising or "for sale" signs shall be erected on The Tulsa Anchorage Club, Inc. Estate without written approval of The Tulsa Anchorage Club, Inc.

11. An annual charge and assessment shall be made in such sum and amount as determined by The Tulsa Anchorage Club, Inc., and such assessment shall run against each lot in the addition for the maintenance of the common areas, beach area, roads, boat facilities, and the like, and operating costs according to rules and regulations established and promulgated by a majority of the members of The Tulsa Anchorage Club, Inc. The decision of The Tulsa Anchorage Club, Inc., its nominee or designees, with respect to the assessment, its use and expenditure, shall be conclusive, and the owner of any lot individually shall have no right to dictate how such funds shall be used. Such annual assessment shall be and is hereby secured by a lien on each lot, respectively, and shall be payable to The Tulsa Anchorage Club, Inc., on such annual payment date and to such person as the said The Tulsa Anchorage Club, Inc., shall prescribe in writing according to its rules and regulations.

12. The title in fee simple to land designated and shown on the plat as the common areas, beach area, roads, and the like, is to be retained by The Tulsa Anchorage Club, Inc., its successors and assigns, and the owner of any lot, his heirs, successors, executors, administrators or assigns, further agrees that the use of the common area, beach area, roads and the like, is subject to all the rules and regulations of The Tulsa Anchorage Club, Inc., its successors or assigns, now in full force and effect, or which may hereinafter from time to time be made by The Tulsa Anchorage Club, Inc., its successors or assigns, and shall be binding upon the owner of any lot, his successors and assigns.

13. All approved property owners of The Tulsa Anchorage Club, Inc., and their families, shall have right of ingress and egress to the lake, common areas, beach area, roads, boat facilities, and the like, subject to the rules and regulations of The Tulsa Anchorage Club, Inc., its successors or assigns, but all others must have the written approval of The Tulsa Anchorage Club, Inc. The lake, common areas, beach area, roads and the like shall also be available for use to approved property owners, and their families, but all others must have written approval of The Tulsa Anchorage Club, Inc., but all of whom shall utilize said areas at their own risk, and shall be subject to the rules and regulations of The Tulsa Anchorage Club, Inc., as well as all rules and regulations as set forth by the Corps of Engineers, or any other appropriate regulatory or governmental agency, or any subdivision thereof.

14. All the restrictions, conditions and protective covenants contained herein shall be construed as running with the land, and shall be binding upon the owners, his successors, heirs and assigns, and all successor owners of said land for a period of twenty-five (25) years from this day. Thereafter, these restrictions, conditions and protective covenants shall be automatically renewed for successive periods of ten (10) years, unless prior to said twenty-five (25) year period, or any renewal period, the owners of a majority of the membership of The Tulsa Anchorage Club, Inc., shall vote to terminate said restrictions, conditions and protective covenants. Said vote shall be had at a meeting of said members of The Tulsa Anchorage Club, Inc., called specifically for such purpose with at least ten (10) days notice, by posting within said addition, and the said results of said vote filed of record, signed by at least a majority of the membership of The Tulsa Anchorage Club, Inc., certifying the correctness of said vote.

15. The Tulsa Anchorage Club, Inc. hereby reserves unto itself, or its nominee, for a period of five (5) years from date hereof, the right and power to vary any restriction, condition and protective covenant, and the contract herein contained, when in the judgment of the majority of the membership of The Tulsa Anchorage Club, Inc., such variance will relieve undue hardship or will be deemed to be in the best interest of the addition. Provided, however, that any variance, change or amendment shall be approved by a majority of the membership of The Tulsa Anchorage Club, Inc., at a meeting of said members, called for such purpose, with at least ten (10) days notice, by posting within said addition, and the said results of said vote filed of record, signed by at least a majority of the membership of The Tulsa Anchorage Club, Inc., certifying the correctness of said vote, and setting forth therein specifically such variance, change or amendment, and conforming the designated plat herein thereto.

16. Invalidation of any one of these restrictions, conditions and protective covenants by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto caused our names and corporate seal to be affixed this 7th day of June, 1974.

THE TULSA ANCHORAGE CLUB, INC.,  
 an Oklahoma corporation,  
 By: W. J. Weaver President  
 Attest: George L. Daiton Secretary

STATE OF OKLAHOMA ) ss.  
 COUNTY OF WAGONER )

**CERTIFICATE OF SURVEY**  
 I, G. W. Denny, the undersigned, a registered land surveyor,  
 hereby certify that I have carefully and accurately surveyed, staked and  
 platted the above described tract of land, designed as "The Tulsa Anchorage  
 Club, Inc. Estates", an addition to the County of Wagoner, State of  
 Oklahoma, and that the above plat is a true and correct representation of  
 said survey.  
 DATED this 7th day of June, 1974.  
G. W. Denny  
 G. W. Denny, Registered Land Surveyor

The Oklahoma State Department of Health certifies  
 that this plat is approved for the construction of  
 sewage disposal systems.  
 (Public or Individual)  
 SIGNED: Orin A. Allen R. P. S. Date 6-7-74  
Wagoner County Health Department

STATE OF OKLAHOMA ) ss.  
 COUNTY OF WAGONER )

Before me, the undersigned, a Notary Public, within and for the State  
 of Oklahoma, on this 7th day of June, 1974, personally  
 appeared G. W. Denny, known to me the identical person who executed the  
 within and foregoing instrument and acknowledged to me that he executed the  
 same as his free and voluntary act and deed for the use and purposes thereto  
 set forth.

GIVEN under my hand and seal the day and year last above written.  
Sharon L. Corlitt  
 Notary Public  
 My commission expires: January 11, 1976

**TREASURER'S CERTIFICATE**  
 I, Ruby M. Roberts, the undersigned, County Treasurer of Wagoner  
 County, Oklahoma, do hereby certify that there are no taxes due or unpaid  
 on the above property, on this 7th day of June, 1974.  
Ruby M. Roberts  
 Ruby M. Roberts, County Treasurer  
 Wagoner County, Oklahoma  
James Jackson Deputy