

**FINAL PLAT
 OF
 WHISPERING RIDGE ADDITION
 IN THE SE/4 NW/4 OF SECTION 24, T18N, R15E,
 WAGONER COUNTY, STATE OF OKLAHOMA
 SHEET 2 OF 2**

**DEED OF DEDICATION AND RESTRICTED COVENANTS
 FOR
 WHISPERING RIDGE ADDITION**

KNOW ALL MEN BY THESE PRESENTS:

THAT B & C INVESTMENTS, INC., AN OKLAHOMA CORPORATION IS THE OWNER AND DEVELOPER OF THE HERON DESCRIBED REAL PROPERTY AND HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND HAS CAUSED THE SAME TO BE DESIGNATED AND NAMED WHISPERING RIDGE ADDITION, IN WAGONER COUNTY, STATE OF OKLAHOMA, AND SAID CORPORATION DOES HEREBY DEDICATE TO THE PUBLIC USE, ALL OF THE STREETS AS SHOWN ON THE ATTACHED PLAT, THAT THE EASEMENTS SHOWN ON SAID PLAT WERE CREATED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE, THAT THE UNDERSIGNED OWNER DOES HEREBY GUARANTY A CLEAR TITLE TO ALL LAND SO DEDICATED, FROM OURSELVES, OUR HEIRS AND ASSIGNS FOREVER, AND FOR THE PURPOSE OF PROVIDING ADEQUATE RESTRICTIVE COVENANTS FOR THE MUTUAL BENEFIT OF SAID OWNER AND THEIR SUCCESSORS IN TITLE TO THE SUBDIVISION OF SAID TRACT, WE DO HEREBY IMPOSE THE RESTRICTIVE COVENANTS AS HEREINAFTER SET OUT.

1. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER THEM UNTIL THE 15th DAY OF NOVEMBER 2025, AT WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS AND BY MAJORITY OF THE THEN OWNERS OF LOTS IN SAID SUBDIVISION, IT IS AGREED, TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

2. IF THE OWNERS HEREOF OR THEIR 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 ESTATE SITUATED IN SAID SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PARTIES OR PERSONS OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY ONE OF THE COVENANTS OR VIOLATION OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS OF THESE RESTRICTIVE COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

3. ALL LOTS IN SAID SUBDIVISION SHALL BE DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY; NO LOT SHALL HAVE MORE THAN ONE (1) SINGLE FAMILY DWELLING UNIT WITH ATTACHED GARAGE FOR DOMESTICATED DOGS, CATS AND OTHER HOUSEHOLD PETS; ALL BUILDING EXTERIOR WALLS SHALL HAVE SEVENTY-FIVE PERCENT (75%) OF THE EXTERIOR WALL CONSTRUCTED OF BRICK, STONE, OR STUCCO UNLESS CONSTRUCTION USING LESS THAN SEVENTY-FIVE PER CENT (75%) OF EXTERIOR WALLS IS APPROVED IN WRITING BY THE DEVELOPER.

4. NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE NOR NEARER TO THE SIDE STREET LINE THAN THE BUILDING LINES SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE CONSTRUCTED NEARER THAN TWENTY (20) FEET TO ANY SIDE LOT LINE. DEVELOPER APPROVAL IN WRITING IS NECESSARY FOR ANY CHANGES OF THE MINIMUM BUILDING LINES. ONLY THOSE LOTS THAT ARE CHALLENGED BY A RESTRICTED BUILDING AREA WILL BE CONSIDERED FOR CHANGE.

5. FLOOR AREA REQUIREMENTS: ALL SQUARE FOOTAGE REQUIREMENTS ARE EXCLUSIVE OF PORCHES, PATIOS, DECKS, AND GARAGES. ALL DWELLING STRUCTURES OF SINGLE STORY CONSTRUCTION SHALL HAVE NOT LESS THAN TWO THOUSAND SEVEN HUNDRED (2700) SQUARE FEET OF FLOOR SPACE. ALL DWELLING STRUCTURES OF ONE AND ONE-HALF (1 1/2) TO TWO STORES SHALL HAVE AT LEAST THREE THOUSAND TWO HUNDRED (3200) SQUARE FEET OF FLOOR SPACE OVER ALL.

6. ROOF REQUIREMENTS: ALL ROOFS SHALL HAVE A MINIMUM 9/12 PITCH OVER 75% OF THE ROOF. COMPOSITION ROOFING MATERIAL WILL BE TAMKO HERITAGE II (OR EQUAL COMPOSITION) ARCHITECTURAL GRADE. ROOFING OF WOOD SHAKES WILL NOT BE PERMITTED. CLAY, CONCRETE, COMPOSITE TILE ROOFS WILL BE PERMITTED. ALL ROOFING COLORS SHALL BE EARTH TONES AS APPROVED BY THE DEVELOPER.

7. FENCE REQUIREMENTS: ALL FENCING MATERIALS AND LOCATIONS MUST BE APPROVED IN WRITING BY THE DEVELOPER PRIOR TO CONSTRUCTION. NO FENCE SHALL BE ERECTED ON ANY LOT FORWARD OF THE RESIDENCE WITHOUT THE PERMISSION OF THE DEVELOPER. NO FENCE SHALL BE MORE THAN SIX (6) FEET IN HEIGHT, WOOD FENCES (AS APPROVED) MUST BE KEPT PAINTED, OILED, OR STAINED. NO FENCE SHALL BE BUILT THAT IMPEDS THE FLOW OF WATER ACROSS THE ADJACENT LOTS. NO FENCE SHALL BE BUILT AT THE CORNERS THAN THE REAR CORNERS OF THE HOUSE WITHOUT THE PERMISSION OF THE DEVELOPER. CERTAIN LOTS ON EAST AND WEST SIDES OF WHISPERING RIDGE ADDITION SHALL BE SUBJECT TO DECORATIVE FENCING WHICH SHALL BE THE RESPONSIBILITY OF THE LOT OWNER OR OWNERS TO MAINTAIN. CERTAIN LOTS ON WEST SIDE WILL BE SUBJECT TO A DECORATIVE ENTRANCE WHICH SHALL BE THE LOT OWNER OR OWNERS RESPONSIBILITY TO MAINTAIN.

8. LANDSCAPING: EACH BUILDER WILL CONTRIBUTE A MINIMUM OF \$1500.00 PER HOME EXCLUDING 500 FOR LANDSCAPING FRONT YARDS. LANDSCAPING PLANS MUST BE SUBMITTED TO THE DEVELOPER FOR APPROVAL AND INSTALLATION PRIOR TO THE COMPLETION OF THE HOME.

9. EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT. WITHIN THESE EASEMENTS NO STRUCTURES, PLANTING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES. ALL DRAINAGE CHANNELS SHALL BE MAINTAINED IN THEIR PRESENT LOCATION AND NO CONSTRUCTION SHALL BE MADE ON ANY LOT OR STREET INTERFERE WITH THE NATURAL FLOW OF WATER WITHIN THESE DRAINAGE-WAYS. THE EASEMENT AREA OF EACH LOT AND ALL UTILITIES THEREIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

10. 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 OTHER LOTS IN SAID SUBDIVISION. NO EXTERIOR SPEAKER, HORNS, WHISTLES, BELLS, OR THEIR SOUND DEVICES, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A LOT.

11. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR PREVIOUSLY USED STRUCTURES MAY BE USED ON THE LOTS AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

12. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE (1) PROFESSIONAL SIGN OF NOT MORE THAN TEN (10) SQUARE FOOT OR ONE (1) SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET. ADVERTISING THE SALE OR RENT OF SAID PROPERTY OR SIGNS USED BY THE BUILDER TO ADVERTISE THE PROPERTY SHALL BE LIMITED TO CONSTRUCTION AND SALES PERIOD OF ANY DWELLING STRUCTURE.

13. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE BREED, BRED OR KEPT ON ANY LOT EXCEPT FOR DOMESTICATED DOGS, CATS AND OTHER HOUSEHOLD PETS; PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO MORE THAN 3 OTHER PETS WILL BE PERMITTED. ALL SUCH PETS ARE TO BE RESTRICTED TO THEIR LOT AND NOT PERMITTED TO ROAM SAID SUBDIVISION. ALL SUCH PETS ARE TO BE PROPERLY IDENTIFIED AS TO NOT BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. EXCESSIVE BARKING BY ANY DOG, IN THE SOLE OPINION OF THE DEVELOPER OR MAJORITY OF LOT OWNERS WILL IMMEDIATELY BE DEEMED A NUISANCE. ALL ANIMALS MUST BE FENCED IN OR LEASHED AT ALL TIMES. NO KENNELS OF ANY KIND WILL BE PERMITTED.

14. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS WHILE AWAITING PICK UP FOR TRANSPORTATION TO PROPERLY ESTABLISHED LANDFILLS OR DISPOSAL SITES. NO SANITARY CONTAINERS ARE TO BE USED ON THE LOTS AS A FORM OF ANY RESIDENCE AND SHALL BE STORED INSIDE AN ENCLOSED AREA. NO BURNING OF TRASH SHALL BE PERMITTED.

15. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE CONSTRUCTED, EQUIPPED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS, REQUIREMENTS AND RECOMMENDATIONS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ). THE UNDERSIGNED OWNERS FURTHER DEDICATE TO THE PUBLIC USE FOREVER, THE EASEMENTS AND RIGHTS OF WAY AS SHOWN AND DESIGNATED ON SAID RECORDED PLAT AND STATED IN THESE COVENANTS FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND REPLACING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, ELECTRIC POWER LINES, TRANSFORMERS, GAS LINES AND WATER LINES, AND TELEVISION CABLE LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SAID FACILITIES AND FOR ANY OTHER APPLICABLE THEREOF. EGRESS AND INGRESS UPON SAID EASEMENTS AND RIGHTS OF WAY FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR RIGHTS IN EACH AND ALL OF THE STREETS SHOWN ON SAID PLAT.

16. ALL RESIDENTIAL LOTS IN WHISPERING RIDGE ADDITION SHALL BE LIMITED TO ONE (1) DRIVEWAY OPENING ON THE STREET THAT FRONT THE DRIVEWAY STRUCTURE. DRIVEWAYS DRIVES THAT REQUIRE TWO (2) OPENINGS MUST BE APPROVED BY THE DEVELOPER IN WRITING BEFORE CONSTRUCTION.

17. VEHICLE STORAGE PARKING. NO UNLICENSED VEHICLES WILL BE PERMITTED ON ANY LOT, UNLESS STORED IN A GARAGE, NO BOATS, RECREATIONAL VEHICLES, CAMPER, TRAILERS, TRACTORS, IMPLEMENTS, MOTORCYCLES, ATVs, UTVs, LAWN MAINTENANCE EQUIPMENT OR SALVAGE OF ANY KIND WILL BE PERMITTED TO BE STORED IN ANY LOT EXCEPT STORED WITHIN A GARAGE. NO SEMI-TRAILERS OR SEMI-TRAILER TRUCKS SHALL BE ALLOWED TO PARK ON OR WITHIN THE SUBDIVISION.

18. STORAGE SHEDS OR DETACHED GARAGES: ALL OUTBUILDINGS WILL MATCH THE HOME EXTERIOR FINISH MATERIALS, PITCH USED. ONLY OUTBUILDINGS CONSTRUCTED ON A SLAB AND FOOTING FOUNDATION WILL BE PERMITTED. NO OUTBUILDING WILL EXCEED 1600 SQUARE FEET. NO OUTBUILDING CONSTRUCTED ELSE WHERE SHALL BE MOVED INTO WHISPERING RIDGE ADDITION. ALL OUTBUILDING PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE DEVELOPER FOR APPROVAL PRIOR TO CONSTRUCTION.

19. ANTENNAS: NO EXTERIOR RADIOS OR TELEVISION TOWERS, AERIALS, OR ANTENNAS FOR TRANSMITTING SIGNALS SHALL BE LOCATED UPON ANY LOT. SATELLITE DISHES: 24 INCHES OR LESS IN DIAMETER SHALL BE PERMITTED IN BACK OF HOUSE ONLY.

20. NO ABOVE GROUND SWIMMING POOLS PERMITTED.

21. NO DISCHARGE OF FIREARMS INSIDE THE SUBDIVISION PERMITTED.

22. ALL MAILBOX INSTALLATION MUST BE INSTALLED IN ACCORDANCE WITH THE COUNTY SPECIFICATIONS. THOSE SPECIFICATIONS MAY BE ACQUIRED FROM THE DEVELOPER OF WHISPERING RIDGE ADDITION. EACH OWNER SHALL BE RESPONSIBLE FOR INFORMING THEIR BUILDER OF SAID REQUIREMENT.

23. LOT MAINTENANCE: ALL LOTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, SANITARY CONDITION, AND THE OWNER OR OCCUPANT OF ALL LOTS SHALL KEEP WEED AND GRASS THEREON CUT ON A REGULAR SCHEDULED BASIS. ALL GRASS/WEEDS SHALL BE MAINTAINED TO A MAXIMUM HEIGHT OF 8 INCHES OR LESS.

24. DRIVEWAYS: ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL BE AT LEAST THIRTY FIVE (35) FEET IN WIDTH AND SHALL EXTEND TO THE EDGE OF THE STREET SURFACE MATERIAL.

25. DEVELOPER DESIRES THAT THE SUPPLY OF ELECTRICITY THROUGHOUT SAID ADDITION BE PROVIDED TO THE FULLEST EXTENT PRACTICABLE BY FACILITIES LOCATED UNDERGROUND RATHER THAN OVERHEAD AND FOR THE PURPOSE OF FACILITATING SUCH INSTALLATION, DEVELOPER AGREES TO THE FOLLOWING: THE DEVELOPER SHALL BE RESPONSIBLE FOR DEDICATION, CREATING SAID PLAT AND SUBDIVISION TO:—

(a) OVERHEAD POLE LINES MAY BE LOCATED ALONG THE EXTERIOR BOUNDARIES OF SAID SUBDIVISION WHERE NECESSARY AND WITH THE APPROVAL OF THE DEVELOPER. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EAST-WESTWAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.

(b) UNDERGROUND SERVICE CABLES AND GAS LINES TO ALL HOUSES WHICH MAY BE LOCATED ON LOTS IN SAID ADDITION MAY RUN FROM THE NEAREST GAS MAIN SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE, DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSES AS MAY BE CONTAINED IN SAID ADDITION. THE DEVELOPER SHALL PROVIDE THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRICITY SHALL BE RESPONSIBLE THEREAFTER TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT OF WAY EASEMENT ON SAID LOT COVERING A FIVE (5) FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE GAS MAIN SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE OF SAID HOUSE.

(c) THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES, THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSES OF INSTALLATION, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND FACILITIES SO INSTALLED BY IT.

(d) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID LOT. THE OWNER SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS FACILITIES. THE SUBDIVISION SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

(e) THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY EITHER THE DEVELOPER, ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

(f) ALL PROPANE TANKS TO BE PLACED UNDERGROUND.

26. WATER

(g) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS.

(h) WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 2 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.

(i) WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.

(j) WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER.

(k) WHERE WATERLINES FALL WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, PROVIDING UTILITIES OTHER THAN POTABLE WATER MAY USE SAID EASEMENTS.

(l) THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 26 SHALL BE ENFORCEABLE BY WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

27. THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUCTED AS A WHOLE. THE CAPTIONS HEREIN CONTAINED OR OTHERWISE APPEARING ARE FOR THE SAKE OF CONVENIENCE ONLY, AND EACH INSTRUMENT SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT AS VOID, UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT OR CONDITION AT ANY TIME OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS, IN MATTERS PERTAINING TO THE OVERALL APPEARANCE OF THE WHISPERING RIDGE ADDITION, THE DEVELOPER SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

28. B & C INVESTMENTS, INC., AN OKLAHOMA CORPORATION RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT NOTICE SO LONG AS THEY ARE OWNER OF ANY LOT OR PORTION THEREOF, TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS OWNER AND FILED IN COUNTY CLERK'S OFFICE, IN THE COURTHOUSE OF WAGONER COUNTY, OKLAHOMA. HOWEVER, ANY SUCH PROPOSED AMENDMENT OR REVISION OF THE COVENANTS OR RESTRICTIONS MUST FIRST BE SUBMITTED TO THE WAGONER PLANNING COMMISSION WHERE THEY SHALL HAVE UP TO THIRTY (30) DAYS TO REVIEW AND FILE OBJECTION WITH OWNER.

29. EACH LOT PURCHASER AGREES TO HOLD THE DEVELOPER HARMLESS FROM ALL CLAIMS AND DEMANDS, AND AGREES THE DEVELOPER SHALL NOT BE LIABLE TO THE LOT PURCHASER OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO THE PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF THE LOT PURCHASER, OR ANY GUEST, VISITOR OR INVITEE THEREOF.

30. PRIOR TO ANY CONSTRUCTION, PLAT PLANS, PLANS, SPECIFICATIONS, ETC., MUST BE PRESENTED TO THE DEVELOPER FOR THEIR CONSIDERATION AND APPROVAL. IN WRITING.