

**AMENDMENT AND RESTATEMENT OF RESTRICTIVE COVENANTS,
LIMITATIONS AND RESERVATIONS**

This Amendment and Restatement of the Restrictive Covenants, Limitations and Reservations is made effective this _____ day of _____, 2020, by and between Mark L. Sooter and Shelva L. Sooter, husband and wife, herein referred to as "Sooter"; The Oklahoma United Methodist Foundation, Inc., an Oklahoma religious not-for-profit corporation, herein referred to as the "Methodist Foundation"; and Florence Elaine Clugston as Trustee of the Florence Elaine Clugston Revocable Trust dated the 13th day of September, 2007, or as thereafter amended, herein referred to as "Clugston".

WHEREAS, the parties to this Amendment and Restatement of the Restrictive Covenants, Limitations and Reservations are adjoining landowners that own properties located immediately south of Oklahoma State Highway 10 and on the west bank of Spring River in Ottawa County, Oklahoma. The parties each have access to a common private road that borders their properties, and the parties have installed an electric gate that they share to control ingress and egress to all three properties; and

WHEREAS, there exists an Amended Deed of Dedication executed on July 23, 1984, located in Book 434, Page 394, in the Office of the Ottawa County Clerk, that contains certain Restrictive Covenants affecting the following described real property:

A tract of land in Lot 5, Section 31, Township 28 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows, to-wit

Beginning at a point 687.6 feet East of the Southwest Corner of Lot 5 in said Section 31;

Thence North 1252 feet to a point in the South right-of-way line of Oklahoma State Highway No. 10;

Thence Easterly on and along said right-of-way line 451.4 feet, more or less, to Spring River;

Thence Southerly down Spring River to a point in the South line of Lot 5;

Thence West 555 feet, more or less, to the point of beginning,
said tract containing 13.3 acres more or less,

WHEREAS, included within the above-described 13.3 acres is a tract of land owned by The Oklahoma United Methodist Foundation, Inc., which is described as follows:

A tract of land in Lot Five (5) of Section Thirty-One (31), Township Twenty-Eight North (28N), Range Twenty-Four East (24E), of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows:

Beginning at a Point in the South line of Lot Five (5) of said Section Thirty-One (31), 687.6 Feet East of the Southwest corner of said Lot; thence North 541.0 feet; thence East 510.2 feet to Spring River; thence Southerly down Spring River approximately 541 feet to a point 555 feet East of the Point of Beginning; thence West 555 feet to the Point of Beginning.

and which will be known as the "Methodist Foundation Property" for purposes of this

Amendment and Restatement of Restrictive Covenants, Limitations and Reservations;
and,

WHEREAS, the parties listed above constitute a majority of the tract owners contained within the legal description of the property described above, and they desire to provide additional restrictions concerning the use of the property as permitted by the terms of such Amended Deed of Dedication referred to above;

NOW, THEREFORE, in consideration of the mutual agreement of the parties and the mutual covenants and conditions contained herein, the parties do hereby amend and restate the Restrictive Covenants to the real property described above as follows:

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
2. No property shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
3. No building or structure shall be erected on any tract of land nearer than 10 feet from the property line; and, furthermore, no building or structure shall be erected within 10 feet of the East property line of the West 50 feet of the aforementioned tract.
4. No mobile home, trailer, tent, or shack in the tract shall at any time be used as a residence, either temporarily or permanently.
5. All property owners upon the purchase of their prospective tract of land will share in the maintenance and upkeep of the road.
6. The owners of the Methodist Foundation Property may build additional structures, no closer than fifty (50) feet to adjoining property lines, on that tract that are similar to the current style and architecture of the structures that are currently on the Methodist Foundation Property, and the owners may operate any lawful business, subject to the approval of the remaining owners who will not unreasonably withhold their approval, provided that the following businesses are not permitted on the Methodist Foundation Property: Animal Shelter, Bar, Casino, Dump Site, Health Care and Social Assistance, Heavy Industrial, Live Entertainment Venue, Light Industrial, Marijuana Dispensary, Marijuana Growers, Meat Processing, Mini-warehouses and Self-storage units, Night Club, Repair and Maintenance Services, Rental and Leasing Services, Restaurant, Retail Trade, RV Park, Salvage Yard, Veterinary Services, Warehousing or Wholesale Trade.
7. In regard to the private road beginning at the south easement on Highway 10 going south towards the Methodist Foundation Property north property line, any maintenance, repairs and improvement costs of the road or drainage ditch shall be shared equally by all property owners. This includes, but is not limited to, any necessary costs due to weather-related issues. All proposed improvements of the road and drainage ditch must be approved by a vote of the owners owning a majority of the acreage contained within the real property described in the Amended of Dedication referred to above.

8. Any maintenance, repairs, and improvement costs of the road or drainage ditch located on the Methodist Foundation Property will be shared equally by all property owners who border that portion of the road.

9. Inoperable motor and watercraft vehicles cannot be stored on any of the properties owned by the parties.

10. The provisions set forth in the Agreement for Installation and Maintenance of Electronic Gate entered into on March 20, 2017, located in Book 1046, Page 385, in the Office of the Ottawa County Clerk are hereby re-affirmed, re-alleged and incorporated herein.

The above and foregoing restrictions, limitation, and reservations shall be regarded as covenants running with the land and shall be binding upon all parties and all persons claiming under them until January 31, 2030, at which time such covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the owners owning a majority of the acreage contained within the real property described in the Amended of Dedication referred to above, agree to change or abolish said covenants in whole or in part, and to place new covenants, restrictions, limitations, and reservations on such real estate.

If the parties hereto, or any of them, or their heirs, successors or assigns, or any land owners or tenants of the remaining land described in the Amended Deed of Dedication, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons or entity owning any of such tracts to prosecute any proceedings at law or in equity against the person or persons or entity violating or attempting to violate any such covenants, and either to prevent him or them or it from doing so or to pursue such other remedies as may be available by law.

If one or more of these Restrictive Covenants or other provisions of this document shall be determined to be invalid or ineffective because of the laws of the State of Oklahoma, the remaining provisions shall, nevertheless, remain valid and binding on the parties hereto and on any land owners or tenants of the remaining land described in the Amended Deed of Dedication. In addition, such void or unenforceable provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions thereof shall not be affected thereby.

This Amendment and Restatement of Restrictive Covenants, Limitations and Reservations shall be governed by and construed in accordance with the laws of the State of Oklahoma. The parties agree and consent that the venue for resolution of any dispute or action between or among the parties, or any of them, or any land owners or tenants of the remaining land described in the Amended Deed of Dedication referred to above over the terms of this Amendment and Restatement of Restrictive Covenants, Limitations and Reservations or for its enforcement, or for damages for its breach, shall lie in Ottawa County, Oklahoma. The parties hereby acknowledge that the District Court of Ottawa County, Oklahoma has jurisdiction over the parties and the subject matter of any such dispute or action.

No waiver of any of the provisions of this Amendment and Restatement of Restrictive Covenants, Limitations and Reservations shall constitute or be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise

expressly provided.

The terms and provisions of this Amendment and Restatement of Restrictive Covenants, Limitations and Reservations shall inure to and be binding upon the parties, and on any land owners or tenants of the remaining land described in the Amended Deed of Dedication and their respective heirs, personal representatives, executors, administrators, successors, and assigns.

Witness our hands as of the day and year first above written.

SOOTER:

Mark L. Sooter

Shelva L. Sooter

METHODIST FOUNDATION:

THE OKLAHOMA UNITED METHODIST
FOUNDATION, INC.,
an Oklahoma Religious Not-for-Profit Corporation

By: _____
David Battles, Executive Vice-President

CLUGSTON:

Florence Elaine Clugston
as Trustee of the Florence Elaine Clugston
Revocable Trust Dated September 13, 2007

STATE OF OKLAHOMA)
) SS.
COUNTY OF OTTAWA)

This instrument was acknowledged before me this _____ day of _____, 2020, by Mark L. Sooter and Shelva L. Sooter, husband and wife.

My commission expires:

Notary Public

Commission # _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2020, by David Battles in his capacity as Executive Vice-President of The Oklahoma United Methodist Foundation, Inc., an Oklahoma religious not-for-profit corporation.

My commission expires:

Notary Public

Commission # _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF OTTAWA)

This instrument was acknowledged before me this _____ day of _____, 2020, by Florence Elaine Clugston as Trustee of the Florence Elaine Clugston Revocable Trust dated the 13th day of September, 2007.

My commission expires:

Notary Public

Commission # _____