



**AMENDMENT TO  
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR  
SWEETWATER SPRINGS SECTIONS 5 THROUGH 7  
AN ADDITION TO LOGAN COUNTY, OKLAHOMA**

This AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR SWEETWATER SPRINGS SECTION 5 AN ADDITION TO LOGAN COUNTY, OKLAHOMA ("Amendment to Declaration") is made this 25<sup>th</sup> day of January, 2017 by High Chaparral Development Company, Inc., an Oklahoma corporation (the "Declarant"), owner of one or more Lots located in the "Subject Property" herein on "Exhibit A, B, & C" which is attached hereto and incorporated herein.

**RECITALS**

WHEREAS, the Subject Property has been platted into Lots and Blocks for separate ownership (Sweetwater Springs Section 5), which plat was filed on December 3, 2007 and recorded at Plat Book 9, page 21, at the office of the County Clerk of Logan County, Oklahoma, and

WHEREAS, the Subject Property has been platted into Lots and Blocks for separate ownership (Sweetwater Springs Section 6), which plat was filed on March 30, 2012 and recorded at Plat Book 14, page 2, at the office of the County Clerk of Logan County, Oklahoma, and

WHEREAS, the Subject Property has been platted into Lots and Blocks for separate ownership (Sweetwater Springs Section 7), which plat was filed on December 16, 2013 and recorded at Plat Book 15, page 4, at the office of the County Clerk of Logan County, Oklahoma.

WHEREAS, on January 22, 2008, High Chaparral Development Company, Inc., recorded that certain Declaration of Conditions, Covenants and Restrictions for Sweetwater Springs Section 5, an addition to Logan County, Oklahoma, at Book 2049, Pages 0117-0128 at the office of the County Clerk of Logan County, Oklahoma (the "2008 Declaration");

WHEREAS, the Declarant possesses the authority under Section 1.6 of the 2008 Declaration to amend the 2008 Declaration so long as the Declarant owns one or more Lots;

NOW, THEREFORE, Declarant does hereby:

- Adopt the terms, conditions and provisions set out and contained in , the 2008 Declaration, as if the terms of the 2008 Declaration are fully set forth herein;
- Declare and/or reaffirm that the Subject Property on "Exhibits A, B, & C" hereto and the plats of Sweetwater Springs Sections 6 and 7 are subject to those 2008 Declarations along with the following amendments, which restrictions, use limitations, obligations, and provisions thereof shall be deemed to run with the land described on "Exhibit A, B, & C" and shall be for the use and benefit to the Declarant, the Association, its successors and assigns and to any person or entity acquiring or owning an interest in the Subject Property and improvements, or any portion thereof, its grantees, successors, heirs, personal representatives, devisees and assigns.
- Declare the adoption of the Declarations described hereinabove and the amendments described hereinbelow shall specifically include and apply to membership in Sweetwater Springs 57 HOA,

→ High Chaparral, S300 NE. 131 Court, Edmond, OK 73013



Inc., the mandatory homeowners association created to govern the benefits and duties of ownership of a Lot in the Subject Property; and

- Declare pursuant to Section 1.6 of the 2008 Declaration that the Declarant amends the 2008 Declaration as follows:

## ARTICLE I DEDICATION

### 1.1 Definitions.

“Association” or “Homeowners Association” means ~~Sweetwater Springs Homeowners Association, Inc., and Oklahoma non-profit corporation, its successors and assigns, which was previously established by the various Declarations filed for Sweetwater Springs Sections One (1) through Four (4).~~ Sweetwater Springs 57 HO A, Inc., an Oklahoma non-profit corporation, its successors and assigns.

“Common Areas” means all portions of the real estate development other than the Lots and other than the publicly dedicated right-of-ways which are shown on the recorded plat of the Sweetwater Springs Section[s 5, 6, and 7] Additions as a Common Area or designated by the Declarant or Association as a Common Area, and specifically includes those strips of land lying along the section line roads.

## ARTICLE III PROPERTY RESTRICTIONS

3.1 Single Family Residences. All Lots herein shall be occupied as single family residences only. No residence may be owned or occupied for any commercial purpose. All structures are limited to two (2) stories in height and must have an attached ~~two (2)~~[three (3)] car garage of ~~four hundred (400)~~[seven hundred fifty (750)] square foot minimum size. All residential structures must be constructed on site.

All residences must be setback from the front lot line a minimum of fifty-five (55) feet, the back lot line a minimum of ten (10) feet, and including any outbuilding, and from any side lot line a minimum of ten (10) feet.

3.2 Improvements and Alterations; Plans and Specifications; Approval. Except for construction by the ~~Declarant~~[Association], no building, fence, wall or other improvements or structure, including mail boxes, shall be commenced, erected, placed, moved or maintained upon the subject land, nor shall any exterior addition to or change in any improvement located on the subject land, be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, setback, materials, color and location of the same shall have been submitted in duplicate to and approved in writing (by the ~~Declarant~~ [Association]~~as more fully described below~~) as to harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the improvements. ~~Declarant may waive this requirement, at its option, by written authorization upon the terms and conditions set forth in said writing. After the initial construction this right of approval of changes or modifications to the construction described herein shall automatically pass to the Association. In no event do the rights contained in this paragraph of approval of the initial construction pass to the Association or any Committee thereof without the separate express written consent of the Declarant.~~

3.4 Exterior Requirements; Foundations. The exterior of any residence shall be at least seventy-five (75%) percent brick, stone or stucco, and twenty-five (25%) percent may be of frame or other material



which will blend together with the brick, stone or stucco. It is the intention of this restriction to allow panels of materials other than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of seventy-five (75%) percent of the exterior of the residence be built of any material other than brick, stone or stucco. This restriction is intended to encourage the use on the principal exterior of residences of masonry construction, but may be modified to allow the use of other materials to blend with the environment to eliminate repetition of design. ~~In no event shall out buildings be of a material other than the residence.~~ Foundations must be of footing and stem construction with no exposed stem walls. No pier and grade construction is allowed.

**3.5 Storage and Other Detached Structures. DETACHED STORAGE BUILDINGS OR OTHER STRUCTURES ARE NOT ALLOWED UNLESS THE BUILDING OR STRUCTURE CONFORMS TO THE REQUIREMENTS OF THIS PARAGRAPH.**

~~(A) Detached storage buildings are permitted so long as the structure conforms to the exterior requirements contained in Section 3.4 above and the roofing requirements contained in Section 3.7 below. It being the intent of this provision that the storage building conform exactly to the original home.~~ Any additions, improvement or alterations to the detached storage building must first be submitted to the ~~Board of Directors for the Association, Architectural Committee if said Committee has been appointed~~ for approval prior to construction. [Guidelines are as follows: Metal (no white panels, overhead doors, entry doors, trim, or windows), brick, stucco, stone, wood siding or vinyl siding (stained or painted). Any chosen materials and colors must compliment the dwelling. All outbuildings must be placed upon a concrete pad or footing and stem construction.]

[(B) Carports will not be allowed. Patios and pergolas must also have approval by the Architectural Committee.]

**3.6 Driveways; Sidewalks; Mailboxes.** All driveways and any additions thereto must be of concrete construction. Driveways must be a minimum of fourteen (14) feet wide. Mail boxes shall be of brick or stone construction with cast address blocks. [Poly carts (garbage cans) must be placed off curb in street at opposite side of mailbox on trash collection days.]

**3.7 Roofs; Chimneys.** Roofs shall be thirty (30) year architectural composition roofing [shingles], weathered wood in color, with a minimum pitch of 9/12. [If color other than said color is desired, it must be approved by the Architectural Committee.] No three tab shingles, [laminated shakes, wood shingles/shakes, metal, or synthetic and clay tiles are] allowed. Any deviation from this standard must be approved in writing ~~by the Declarant or if the Declarant no longer owns any Lots~~ by the Architectural Committee. Chimney materials must be brick, stone or stucco through the shingled portion of the roof and then may consist of other appropriate materials except in no event may any part of a chimney which is visible from the street consist of any exposed metal material except for the metal chimney cap.

**3.10 Approvals; Copy of Plans and Specifications Deposited; Lapse of Time Paramount to Approval.** Upon approval by ~~the Declarant, or the Association in the proper case~~ of any plans and specifications, as approved, shall be deposited among the permanent records of the Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

**3.11 Construction; Limitations, Deviations from Plans and Specifications.** Construction or alterations in accordance with plans and specifications approved by the ~~Declarant~~ Association shall be commenced within six (6) months following the date upon which the same are approved by the ~~Declarant~~ Association and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the ~~Declarant~~ Association shall specify. In the event construction is not



commenced within the period aforesaid, then approval of the plans and specifications by the ~~Declarant~~ Association shall be conclusively deemed to have lapsed, and compliance with the provisions of this paragraph shall again be required. There shall be no deviations from plans and specifications approved by the ~~Declarant~~ Association without the prior consent in writing of the ~~Declarant~~ Association. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the ~~Declarant~~ Association to disapprove such plans and specifications, or any Areas or features thereof, in the event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

3.13 Enforcement; Right to Correct Violations. In the event any building, fence, wall, or other improvements or structure shall be commenced, erected, placed, moved, or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of these provisions, then the same shall be considered to have been undertaken in violation of these provisions and without the approval of the ~~Declarant~~ or Association required herein. Upon written notice from the ~~Declarant~~ or Association, such building, fence, wall or other structure or improvements shall promptly be removed [, repaired or altered.] In the event the same is not removed, [repaired or altered], or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then ~~Declarant~~ or Association shall have the right, through its agents[,] and employees [and committees], to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation, and the costs thereof shall be assessed against Owner and the Lot upon which such violation occurred. A statement for the amount thereof shall be rendered to the Owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon said Lot and an obligation to the Owners, and may be enforced as a judgment lien. The ~~Declarant~~ or Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable daylight hour for the purpose of ascertaining whether any violation of the provisions of this paragraph or any of the other provisions or requirements of this Declaration or Association, exists on such Lot.

3.14 Plat Notes Incorporated Herein.

(A) Every Owner should be aware property restrictions are contained on the Plat of the Subject Property filed in the County Clerks office. These property restrictions are applicable to all Lots in the Addition and are incorporated herein by this reference. The Owner is responsible for obtaining a copy of the plat notes and determining if those restrictions interfere with Owner's intended use of the property.

[(B) Owners in Section 7 are hereby notified there is a thirty (30) foot easement and a high pressure gas line running through Lots 4-5-8-9-15-16-18-19-22-23-26 and 27 in Section 7. Ownership, use, and construction on all these Lots are subject to these additional restrictions:

- i. Lot Owners where this easement runs may not construct any type of fence or other structure within the easement without the express written consent of the easement holder.
- ii. Any fence or other structure must be approved by the Architectural Committee as to type and location and will be constructed, repaired or replaced at the Lot Owner's sole expense.
- iii. Any damaged created by easement holder will be repaired or replaced at easement holder's expense as long as the constructed item does not lie within the easement set forth.]

[3.16 Propane Tanks. Owners must have mandatory sight screening around their propane tanks located on the Lot. All propane tanks shall be completely hidden from view from view from all points in the Addition. Sight screening may be by the privacy fencing allowed in Section 3.8 and/or landscaping.



Landscaping must be of sufficient height and thickness to completely screen the propane tank. If, for any reason, the landscaping is deemed to be insufficient by the Association, said landscaping must be replaced and/or enhanced within thirty (30) days of written or oral notice from the Association. Failure to comply with the notice from the Association may be enforced by all measures available to the Association contained in any document.]

#### ARTICLE IV PROHIBITED USES

4.1 Offensive or Noxious Use; Nuisance Activity; Unkept Lawn. The Owner of any Lot shall not use or allow the use of such Lot for any purpose which will be noxious, offensive or detrimental to the use of the other Lots or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes or other such material or which will in any manner violate any applicable zoning ordinance or other regulations enacted by any duly constituted governmental authority. No noxious or offensive activity shall be carried on, nor shall anything be done therein which may be or may become an annoyance or nuisance. All lawns shall be regularly mowed and trimmed. All landscaping shall be kept neat in appearance. All structures shall be regularly maintained, repaired and general kept attractive and presentable. [Neighborhood speed limit is twenty-five (25) MPH.]

4.4 Refuse Storage; Growth; Lawns. The storage of trash, ashes, or other refuse, except in normal receptacles, is prohibited. Weeds, underbrush or other unsightly growths shall not be permitted to grow or remain in the Project [or adjacent to the street.]

4.5 Signs and Billboards. No signs or billboards advertising any commercial enterprise, except "for sale" or "for rent" signs [and signs by commercial companies performing work for the Owner of such Lot], shall be permitted on any Lot without the prior written consent of the ~~Declarant~~ Board of Directors if ~~control of the Association has been turned over to a homeowner elected Board~~; provided, this prohibition shall not apply to the Declarant in the initial sale of such Lot. [No signs or billboards advertising any commercial enterprise, except "for sale" or "for rent" signs may be placed at the entrance of the neighborhood.]

4.6 Vehicle Parking and Storage. No ~~boats~~, [enclosed] trailers, [semi-]trucks, ~~campers, recreational vehicles, motor homes~~ or large commercial vehicles, nor any vehicle in the process of being repaired or otherwise presently inoperable, shall be stored or parked within the Subject Property. No overnight parking or parking in excess of 24 hours of any vehicle on the street or Lot, other than a concrete driveway is permitted. Recreational vehicles [enclosed trailers, boats, campers, or motor homes] must be parked on a concrete surface and must be behind the front of the house. [Open trailers must be parked behind the front of the house and cannot be disruptive to the neighbors' view.]

4.8 Above Ground Pools[/Inground Pools]. Above ground pools [and inground pools] are permitted but must be approved by the Association as to location and appearance prior to construction. [All pools require a fence to comply with Oklahoma state law and must be privacy in nature while conforming to Section 3.8]

4.12 Household Pets; Care and Restraint; Limit on Number. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pets may be permitted to run loose within the ~~Project~~[Subject Property]. Violations of this policy and additional rules and regulations regarding the animals in the ~~project~~ [Subject Property] lie solely within the province of the Board of Directors. Any



costs of compliance with the decision or rules enacted by the Board are the Owner's responsibility. ~~No pets may be kept or allowed closer than twenty five (25) feet from the edge of the street.~~

4.15 No Clear Cutting of Lots. All trees which measure at least four (4) inches in diameter which are currently on the Lot, except those located within the footprint of the actual house, may not be cleared except upon written permission of the Declarant or Association. [This section does not apply to dead and/or overhanging trees.]

**ARTICLE V**  
**~~DECLARANT'S ASSOCIATION'S RESERVATIONS~~**

[All "Declarant" terms shall be replaced with "Association" in Sections 5.1 through 5.7]

[5.8 Fines. Any uncorrected violation(s) will result in possible fine(s). If these fine(s) are left unpaid after thirty (30) days, the Association may file a property lien and/or a judgment lien and/or amend an existing lien for collection purposes. Fine amounts to be determined by the Board of Directors dependent on violation.]

IN WITNESS WHEREOF, the undersigned, being the "Declarant" and owning one or more Lots within the Subject Property, have executed these amendments this 25<sup>th</sup> day of January, 2017.

DECLARANT

High Chaparral Development Company, Inc.  
An Oklahoma Corporation

Dan Meinders  
Dan Meinders, President

STATE OF OKLAHOMA    }  
  } ss.  
COUNTY OF LOGAN     }

The foregoing instrument was acknowledged before me this 25 day of January, 2017 by Dan Meinders, President of High Chaparral Development Company, Inc., on behalf of the company.

(seal)



Martha Gray  
Notary Public



**EXHIBIT "A"**

**SWEETWATER SPRINGS SECTION 5  
LOGAN COUNTY, OKLAHOMA**

A tract of land in the North Half of Section Twenty-five (25), Township Fifteen (15) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest Corner of said Section Twenty-five (25); Thence South 00°00'00" West a distance of 1407.44 feet to the Point of Beginning:

Thence South 90°00'00" East a distance of 33.00 feet; Thence South 68°47'14" East a distance of 120.11 feet; Thence South 57°36'22" East a distance of 347.52 feet; Thence along a tangent curve to the Left having a Radius of 90.00 feet, a Chord Bearing of South 81°20'09" East and a Chord Distance of 72.45 feet for an Arc Distance of 74.57 feet; Thence along a tangent curve to the Right having a Radius of 30.00 feet, a Chord Bearing of South 52°49'59" East and a Chord Distance of 47.43 feet for an Arc Distance of 54.70 feet; Thence South 00°35'39" East a distance of 19.74 feet; Thence along a tangent curve to the Right having a Radius of 35.00 feet, a Chord Bearing of South 16°11'32" West and a Chord Distance of 20.22 feet for an Arc Distance of 20.51 feet; Thence South 32°58'43" West a distance of 83.32 feet; Thence South 57°01'17" East a distance of 15.00 feet; Thence South 79°28'23" East a distance of 233.81 feet; Thence South 00°35'39" East a distance of 36.05 feet; Thence North 90°00'00" East a distance of 645.74 feet; Thence North 83°39'11" East a distance of 375.67 feet to a point on the West line of the Northeast Quarter of said Section Twenty-five (25), said point being North 00°04'17" West a distance of 697.93 feet from the Center of said Section Twenty-five (25); Thence North 00°04'17" West a distance of 605.27 feet; Thence North 87°43'12" East a distance of 145.77 feet; Thence North 89°56'51" East a distance of 508.88 feet; Thence South 09°13'34" West a distance of 261.34 feet; Thence along a non-tangent curve to the Left having a Radius of 750.00 feet, a Chord Bearing of North 84°20'12" West and a Chord Distance of 93.22 feet for an Arc Distance of 93.28 feet; Thence South 00°41'22" West a distance of 699.51 feet; Thence along a non-tangent curve to the Right having a Radius of 1000.00 feet, a Chord Bearing of South 87°33'26" East and a Chord Distance of 17.30 feet for an Arc Distance of 17.30 feet; Thence South 87°03'42" East a distance of 21.95 feet; Thence South 00°29'15" East a distance of 354.71 feet to the South line of the Northeast Quarter of said Section Twenty-five (25), said point being North 89°30'45" East a distance of 552.08 feet from the Center of said Section Twenty-five (25); Thence South 89°30'45" West along the South line of the North Half of said Section Twenty-five (25) a distance of 3200.55 feet to the Southwest Corner of the Northwest Quarter (NW/4) of said Section Twenty-five (25); Thence North 00°00'00" East along the West line of said Northwest Quarter (NW/4) a distance of 1242.24 feet to the Point of Beginning. This description contains 2,888,652 square feet or 66.314 acres, more or less.



**EXHIBIT "B"**  
**SWEETWATER SPRINGS SECTION 6**  
**LOGAN COUNTY, OKLAHOMA**

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing at the Northwest Corner of said Section (25); Thence South 00°00'00" West as the basis of bearing on the West line of the NW/4 of Section 25 a distance of 2649.68 feet to the Southwest Corner of the NW/4; Thence North 89°30'45" East on the South line of the North Half of said Section 25 a distance of 3200.55 feet to the Point of Beginning, said point being the Southeast Corner of Sweetwater Springs Section 5;

Thence along the East line of Sweetwater Springs Section 5 for the next 6 calls; Thence North 00°29'15" West a distance of 354.71 feet to the Centerline of Buffalo Hill; Thence North 87°03'42" West along said Centerline a distance of 21.95 feet; Thence continuing on said Centerline along a tangent curve to the Left having a Radius 1000.00 feet, a Chord Bearing of North 87°33'26" West and a Chord Length of 17.30 feet for an Arc Distance of 17.30 feet; Thence North 00°41'22" East a distance of 699.51 feet to the Centerline of Hunters Gap; Thence along said Centerline along a non-tangent curve to the Right having a Radius of 750.00 feet, a Chord Bearing of South 84°20'12" East and a Chord Length of 93.22 feet for an Arc Distance of 93.28 feet; Thence North 09°13'34" East a distance of 261.34 feet; Thence North 89°56'51" East a distance of 654.71 feet; Thence North 88°59'16" East a distance of 347.45 feet; Thence South 01°00'44" East a distance of 260.40 feet to the Centerline of Hunters Gap; Thence along the Centerline of Hunters Gap for the next 3 calls; Thence South 88°59'16" West a distance of 61.82 feet; Thence along a tangent curve to the Right having a Radius of 500.00 feet, a Chord Bearing of North 84°39'27" West and Chord Length of 110.68 feet for an Arc Distance of 110.91 feet; Thence along a tangent curve to the Left having a Radius of 500.00 feet, a Chord Bearing of North 82°11'05" West and a Chord Length of 67.70 feet for an Arc Distance of 67.75 feet; Thence South 04°10'56" East a distance of 443.66 feet; Thence South 21°12'45" East a distance of 146.46 feet to the South line of the North Half of said Section 25; Said point being located South 89°30'45" West a distance of 1077.46 feet from the Southeast Corner of the North Half of said Section 25; Thence South 89°30'45" West a distance of 1017.89 feet to the Point of Beginning. This description contains 1,247,494 square feet or 28.64 acres, more or less.





**EXHIBIT "C"**  
**SWEETWATER SPRINGS SECTION 7**  
**LOGAN COUNTY, OKLAHOMA**

A tract of land in the Northeast Quarter (NE/4) of Section Twenty-five (25), Township Fifteen (15) North, Range Two (2) West of the Indian Meridian, Logan County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing at the Northwest Corner of said Section 25; Thence South 00°00'00" West as the basis of bearing on the West line of the NW/4 of Section 25 a distance of 2649.68 feet to the Southwest Corner of the NW/4; Thence North 89°30'45" East on the South line of the North Half of said Section 25 a distance of 4218.44 feet to the Point of Beginning, said point being the Southeast Corner of Sweetwater Springs Section 6;  
Thence along the East line of Sweetwater Springs Section 6 for the next 8 calls; Thence North 00°29'15" West a distance of 146.46 feet; Thence North 27°23'11" West a distance of 371.53 feet; Thence North 21°12'45" East a distance of 152.41 feet; Thence North 04°10'56" West a distance of 443.66 feet to the Centerline of Hunters Gap; Thence along the Centerline of Hunters Gap for the next 3 calls; Thence along a non-tangent curve to the Right having a Radius of 500.00 feet, a Chord Bearing of South 82°11'05" East and a Chord Length of 67.70 feet for an Arc Distance of 67.75 feet; Thence along a tangent curve to the Left having a Radius of 500.00 feet, a Chord Bearing of South 84°39'27" East and a Chord Length of 110.68 feet for an Arc Distance of 110.91 feet; Thence North 88°59'16" East a distance of 61.82 feet; Thence North 01°00'44" West a distance of 260.40 feet to the Northeast Corner of said Section 6; Thence North 88°59'16" East a distance of 989.84 feet to the East line of said NE/4, said point being located South 00°06'51" East a distance of 4.59 feet from the Northeast Corner of the South Half (S/2) of said NE/4; Thence South 00°06'51" East a distance of 1311.17 feet to the Southeast Corner of said NE/4; Thence South 89°30'45" West on the South line of said NE/4 a distance of 1077.46 feet to the Point of Beginning. This description contains 1,489,617 square feet of 34.20 acres, more or less.

Executed this 25<sup>th</sup> day of January, 2017.

Dan Meinders  
Dan Meinders, President  
High Chaparral Development Company, Inc.  
An Oklahoma Corporation

STATE OF OKLAHOMA        }  
  } ss.  
COUNTY OF LOGAN        }

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2017 by Dan Meinders, President of High Chaparral Development Company, Inc., on behalf of the company.

(seal)



Martha Gray  
Notary Public