

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

LONGTOWN LANDING

THIS DECLARATION is made on the _____ day of _____, 2012 by JPQ Investments, L.L.C., hereinafter referred to as "DECLARANT".

WHERE AS

A. Formerly named Paradise Shores Addition to Pittsburg County, Oklahoma, has been re-platted Longtown Landing Addition as evidence of new plat filed Folio, Page 104A, Dated August 1, 2011, in Pittsburg County, Oklahoma.

The Deed of Dedication and Restrictive Covenants of Paradise Shores Addition to Lake Eufaula, Oklahoma, in effect covering said Addition, Book 1459, Page 558, and First Amendment to Deed of Dedication and Restrictive Covenants of Paradise Shores Addition to Lake Eufaula, Oklahoma, Book 1839, Page 326, provides for an ownership of a minimum of 75% to be able to amend covenants.

The undersigned Declarant/Owner of 78.5% of lots governed by covenant & restrictions, referred to above, which covenants originally applied to the original plat under the name of Paradise Shores now governing the re-platted and re-named addition now known as Longtown Landing Addition to Pittsburg County, Oklahoma.

The undersigned Declarant/Owner with the authority vested in him as herein above, hereby re-states in all respects, all existing covenants & restrictions to be stated herein below, shall govern from the date of this filing, all of the lots in the subject development now known as Longtown Landing.

B. DECLARANT is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

C. DECLARANT desires to subject said real property to the provisions of this Declaration, to provide for the possible subjecting of additional real property to the provisions of this Declaration, and to establish a method for the administration and as may hereafter be submitted to this Declaration.

NOW, THEREFORE, DECLARANT hereby declares that all of the property described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LONGTOWN LANDING HOME OWNERS ASSOCIATION, LLC, an Oklahoma non-profit company, its successors and assigns.

Section 2. "Properties shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to the Declaration.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties but excluding any party holding the fee simple title merely as security for the purpose of an obligation.

Section 4. "Common Area" shall mean that area of land designated as "nature area, Common Area 'B' (Refer to Note 2 of the recorded plat).

Section 5. "Lot" shall mean a portion of the Properties intended for any type of independent ownership and use as may be set out in the Declaration or amendment submitting property to this Declaration

Section 6. "Area of Common Responsibility" shall mean and refer to the Common Area together with those areas, if any, with or upon a Lot the maintenance, repair or replacement of which is the responsibility of the Association.

Section 7. "Residence" shall mean an improvement constructed for occupancy by a single family located on one or more Lots and although protruding beyond the boundaries of a Lot, each such improvement shall be considered on Residence, but a part of the Lot or Lots on which it is built.

Section 8. "Detached Structure" shall mean any covered or enclosed structure on a Lot not attached to the main residence which it serves, and shall include, but not be limited to, outbuildings, tool sheds, kennels, cabanas, pergolas, greenhouses and any temporary structures.

Section 9. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 10. "Declarant" shall mean JPQ Investments, LLC, an Oklahoma company, with its principal place of business in Oklahoma City, Oklahoma.

Section 11. "Declaration" shall mean the entirety of this instrument entitled Declaration of Covenants and Restrictions of Longtown Landing, including all Exhibits and Schedules hereto.

Section 12. "Architectural Committee" shall mean either the Declarant, the Board, or a designated architectural committee of the Board, at the times and for the purposes specified in Section 7.1 below.

ARTICLE II

PROPERTY RIGHTS

Section 1. **Owner's Easement of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days.

(b) The right of the Declarant with regard to the Properties which may be owned for the purpose of development to grant easements in and to the Common Area contained within the respective purposes as benefit only the Properties or portions thereof and Owners or Lots contained therein;

(c) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within Longtown Landing.

(d) The right of the Association to dedicate or transfer all or any portion of the Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by at least a majority of the votes which the Class "A" and Class "B" members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

Section 2. Delegation of Use. Any Owner may designate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and, subject to such reasonable rules as the Board may adopt, social invitees.

Section 3. Owner's Right to Ingress and Egress Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of no more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the common area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of the Owner, tenant, or the Association, provided further, however, that the restrictions of this section shall have no application if adjacent Lots are under one ownership. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls, if any.

Section 5. Use of Lots. Except as may be provided herein below, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein with the exception of internet businesses not creating additional traffic by way of customer visits. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant so long as the Lot is not owned primarily for such purpose and so long as the lease is otherwise in compliance with rule and regulations promulgated by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties

or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive or offensive activity shall not be carried on in any Lot or in the Common Area or any part thereof. Each Owner shall refrain from any act or use of his or her Lot which could reasonable cause embarrassment, discomfort or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Section 6. Use of Common Area. Except on the individual Lot, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the improvements located thereon, or as approved by the Association's Board of Directors or their designated representatives. Exterior antennas may be erected upon the Common Area and any Lot with the prior approval of the Architectural Control Committee. Except for the right of ingress and egress, the owners of the Lots are hereby prohibited and restricted from using any of said property outside their respective Lots except as may be allowed by the Association's Board of Directors as expressly acknowledged and agreed be all parties concerned that this paragraph is for the mutual benefit of all owners and is necessary for the protection of said owners.

Section 7. Parking Areas. No owner, tenant, guest, or other person shall park, store, or keep more than one boat 28' or less on its property parked on pavement or gravel areas. Recreational vehicles, trailers or others may be parked on property temporarily for 10 days or less or in areas of property approved by Architectural Committee in writing. It is the intent of the Architectural Committee to allow the above vehicles within reason as to not harm neighboring properties views or sight and to discreetly store such vehicles. No owner of a Lot shall repair or restore any vehicle, boat, recreational vehicle, trailer or other vehicle upon any portion of any Lot (except inside garages or outbuildings) except for emergency repairs or the extent necessary to enable movement thereof.

Section 8. Pets. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except that no more than three (3) dogs, cats and other normal household pets, which term shall not include horses, may be kept in Lots or in residences subject to rules and regulations adopted by the Association, through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose. The Board shall have the absolute power of discretion regarding this provision.

Section 9. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified in a regular or special meeting by the vote of the Class "A" and Class "B" members holding a majority of the total votes in the Association or by the Board of Directors. The Board shall have the authority to impose fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article VI.

Section 10. Construction and Sale Period. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and the builder (if other than Declarant and approved by Declarant) of residences to maintain and carry on, during the period of construction and sale of the lots or residences, upon such portion of the Common Areas as the Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonable required, convenient or incidental to the construction or sale of such residences, including, but without limitation, business offices, signs, model units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Declarant or such builder as models and sales offices.

Section 11. Vacant Lots. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot. Each Owner of a vacant Lot is required to keep such Lot in presentable condition or the Association may, at its discretion, mow such Lot, trim trees, remove

trash or refuse and, if necessary, levy an assessment upon such Lot for the cost involved, which shall constitute a lien upon such Lot to the same extent as is provided elsewhere herein with respect to other assessments.

Section 12. Maintenance of Lawns and Plantings on Lots. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any Street from ground level to a height of fourteen (14) feet without the prior approval of the Architectural Committee.

Section 13. Repair of Buildings and Improvements. No building or improvement upon any Lot shall be permitted to fall into disrepair, but shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held for each Lot.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" members shall be all Owners with the exception of the Class "B" members. Class "A" members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one (1) person holds such interests in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) person seeks to exercise it.

(b) Class "B". Class "B" members shall be the Declarant or its successor in title. The Class "B" member shall have five (5) votes for each Lot in which it holds an interest required for membership by Section 1 hereof. When more than one (1) person holds such interests in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) person seeks to exercise it.

ARTICLE IV

MAINTENANCE

Section 1. Owner's Responsibility. All maintenance of the Lot and residence thereon which is not specifically identified as being the responsibility of the Association shall be the responsibility of the Owner. No Owner shall (1) substantially change the appearance of any portion of the exterior of a residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing,

by the Association's Board of Directors or its designated representative, or (ii) do any work which, in the reasonable opinion of said Board of Directors or its designated representative, would jeopardize the soundness and safety of the Properties, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case the unanimous, prior written consent of all the other Owners.

Section 2. Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which responsibility shall be deemed to include, without limitation, the maintenance and repair of such perimeter fencing and cart paths around the Properties, greenbelt, entry areas and adjacent property, all of which are a part of the Common Area. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost and expense, of all trees, shrubs, grass, walks and other improvement situated upon the Common Area.

(b) In the event that the Board of Directors of the Association determines that: (i) Any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of Items for which he is responsible hereunder; or (ii) that the need for maintenance, repair or replacement which the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then in that event, the Association, except in the event of an emergency situation, shall give Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or in the event such maintenance, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The Association, acting through its Board of Directors, shall have a right of entry for the purpose of performing any work required or permitted under this Article.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

Section 4. Rules and Regulations. The Association, through the Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots including without limitation the lease or rental thereof and the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration.

Section 5. Implied Rights. The Association may exercise and other rights or privileges given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from that reasonable necessary to effectuate any such right or privilege.

ARTICLE VI

ASSESSMENTS

Section 1. Purpose of Assessment. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants or residences as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (a) annual assessments or charges levied pursuant to the terms of this Declaration and in the manner established under Section (b) of this Article, (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in accordance with Article II, Section 9 hereof. All such assessments, together with interest at the maximum allowable rate, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limiting the meaning of the foregoing, acceleration of the annual assessments for delinquents; unless otherwise provided by the Board, the assessments shall be paid in monthly installments. Declarant may not be assessed special assessments by the Board of Directors for lots owned by Declarant, with the exception of lots owned by Declarant for its personal use of residence, if such exist.

Section 3. Annual Assessments.

(a) Budget. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution in accordance with a capital budget separately prepared. The Board shall cause the budget for the following year and the assessment amount established thereunder and in accordance with Section 3 (b) of this Article to be delivered to each member at least thirty (30) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the total votes of the Association membership. Notwithstanding the foregoing, however, in the event the membership disapproved the proposed budget or the Board fails for any reason so to determine the budget for the

succeeding year then and until such time as a budget shall have been determined as provided herein, and budget in effect for the then current year shall continue for the succeeding year.

(b) Computation. Each Owner of any Lot, excluding Declarant, shall, in accordance with the provisions of this Declaration, pay annually to the Association for each Lot owned the lesser of Four Hundred Dollars (\$400.00) or an amount equal to the quotient resulting from dividing the annual estimated costs of operating the Association by the number of Lots included as part of Longtown Landing. Such assessment shall be referred to as the Lot Assessment.

(c) The Declarant shall pay a combined total sum of One Thousand, Five Hundred Dollars (\$1,500.00), per year, which amount shall represent Declarant's total obligation regardless of the number of lots it owns, which obligation shall commence August 1st, 2012 and shall remain for a period of Three (3) years.

Section 4. Special Assessment. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of fifty percent (50%) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessments payable in installments over a period which may in the Board's discretion extend in excess of the fiscal year in which adopted.

Section 5. Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 (a) or 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or proxies entitled to cast over fifty percent (50%) of all the votes of the Class "A" and Class "B" members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Lien for Assessments. All sums assessed against any Lot or Residence pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such a Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except only for:

(a) Liens of Ad Valorem Taxes; and

(b) A lien for all sums unpaid by a first mortgage, any purchase money mortgage, or any mortgage to Declarant duly recorded in the public records of Oklahoma County, Oklahoma, and all amounts advanced pursuant to such mortgage and secured thereby in accordance.

All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for future assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such lien or encumbrances.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment due for a period of ten (10) days shall incur a late charge in an amount as the Board may reasonably determine from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the Assessment is not paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge at the maximum allowable rate from the date first due and payable, all costs

of the collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the Board shall determine institute suit to collect such amounts or to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided herein, including by way of illustration but not limitation, abandonment of his or her Lot.

Section 8. Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Declarant, or, in the case of additional Properties annexed by amendment to this Declaration, on the first day of the month following said annexation; as to all Residences, assessments shall commence upon the purchase of any lots. All annual assessments shall be due and payable in a manner and on schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year.

(b) Provided, however, anything contained herein to the contrary notwithstanding, Declarant and each Owner covenant and agree that the Declarant shall pay an annual assessment for Lots owned, the entire Lot Assessment computed in accordance with Section 3 (b) of this Article, said assessment payable annually.

ARTICLE VII

ARCHITECTURAL STANDARDS

Section 1. Review. No building, fence, walk, driveway, wall, aeriels, towers, satellite dish, basketball goals, all types of outside antennae or electronic devices, or other structure or improvement shall be commenced, erected or maintained upon The Properties, including the Common Area, nor shall any exterior addition to or change or alteration therein be made or any landscaping plan implemented until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and locations in relation to surrounding structures and topography by the "Architectural Committee" which shall, as used herein, mean either (a) the Declarant or its designees, so long as the Declarant is an Owner, or (b) thereafter, the Board, or a committee composed of three (3) or more representatives approved by the Board. With respect to all such submissions, the judgment of the Architectural Committee shall be conclusive. All approvals shall be in writing, and may be qualified upon the satisfaction of specified conditions, provided, however, that in the event the Architectural Committee fails to approve or disapprove any such design and location within thirty (30) days after the require plans and specifications have been submitted to it, or in any case, if no suit to enjoin the construction, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this condition will be deemed to have been fully satisfied.

Section 2. Fees. No fee shall ever be charged by the Architectural Committee for the review specified in Section 6.1 or for any waiver or consent provided for herein.

Section 3. Proceeding with Work. Upon receipt of approval as provided in Section 1, the Owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one (1) year from the date of

approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all of the provisions of Section 1.

ARTICLE VIII

LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS

Section 1. Land Classification. All Lots set out in Section 2.1 are hereby classified as detached Single Family dwelling for the exclusive use and benefit of the Owner thereof. With the exception of the Declarant's office, no gainful occupation, profession, business, trade or other nonresidential activity shall be conducted on any Lot set out in Section 2.1 or in any residence or detached structure located thereon. Nothing herein shall be deemed to prevent the leasing of any Lot from time to time by the Owner thereof subject to all the terms and provisions hereto, and to the Rules.

Section 2. Building Restrictions.

2.1 Minimum Residence Size. No residence which contains less than 2000 square feet, exclusive of basement, open porches, attached carport, attached garages, and detached structures shall be built on any Lot.

2.2 Maximum Height. No building shall exceed thirty (30) feet in height, measured from the ground.

2.3 Materials. The principal exterior material of the first floor of any residence shall be at least sixty percent (60%) brick, stone or stucco and each detached structure, with the exception of a greenhouse, shall be constructed of the same materials of the residence to which it is appurtenant. As an exception to the provisions of the sentence immediately preceding, upon approval by the Architectural Committee, colonial, log homes, mountain styles, farm house style or similar styles of architecture may be utilized and constructed, even though such building styles may result in less than 60% of the first floor utilizing brick, stone or stucco as the principal exterior material. To the extent that wood is used on the exterior of any residence, it must be of a durable variety. Roofs are to be of tile or composite shingles. Other materials may be used subject to the approval of the Architectural Committee. Any roofing material must be approved as to color by the Architectural Committee.

2.4 Garages. All houses must have at least a two car garage. Garages may be attached or detached to main house. Garage doors should not be facing the street. However, the Architectural Committee may take into consideration corner lots and or garages facing the street but recessed back from front elevation.

2.5 Building Limit Lines. Lots .75 acres or less will have no building nearer than 10 feet of side property line. Lots .76 acres and larger will have no building nearer than 15 feet of side property line. Corner Lots will not have any building closer than 40 feet on either side adjoining a street.

2.6 Detached Structures. Detached structures will be allowed on any Lot with the prior approval of the Architectural Committee. Detached Structures will conform in style and materials to main house with some exceptions to rock and brick requirements. Some steel buildings may also be approved but the Architectural Committee will be strict on location and size and how visibility and site has effect on adjoining property owners.

2.7 Grading Excavation. No building or other structure shall be constructed or maintained upon any Lot which would in any way impede natural drainage. No grading, scraping, excavation or other rearranging or puncturing of the surface of any Lot shall be commenced which will or may tend to interfere with, encroach upon or alter, disturb or damage any surface or subsurface utility line.

pipe, wire or easement, or which will or may tend to disturb the minimum or maximum subsurface depth requirement of any utility line, pipe, wire or easement. Any such interference, encroachment, alteration, disturbance or damage due to the negligence of an Owner or his Agents, contractors, or representatives will be the responsibility of such Owner, and Owner of the line, pipe, wire, or easement may affect all necessary repairs and charge the cost of same to such Owner.

2.8 Landscaping. All residences shall be required to plant at least five (5) trees of at least 2 1/2 inch caliper which are entirely visible from the street and, (ii) must be fully planted with grass sod or other types of ground cover in all areas other than bedding areas containing shrubbery and (iii) be equipped with a sprinkler system which is capable of adequately watering all areas of the Lot.

2.9 Fences. Fences shall be see-through and shall not impede the view of neighboring properties. No chain link fences will be permitted. Split rail fences made out of wood and covered on rear side with heavy wire will be accepted. Iron fences also will be approved. Solid wood fences may be used in limited amounts on certain Lots backing to exterior of addition. All fences must be approved in writing by the Architectural Committee prior to installation.

2.10 Exterior Lighting and Lawn Ornaments. All exterior lighting and lawn decoration of any kind, such as statues, shall be approved, in writing, by the Architectural Committee.

2.11 Swimming Pools. No swimming pool construction may be commenced until detailed plans have been submitted and approved, in writing, by the Architectural Committee. No above grounds pools will be permitted unless special and unusual circumstances warrant, and unless approved, in writing, by the Architectural Committee.

2.12 Moving Existing Buildings Onto a Lot Prohibited. No existing, erected or Detached Structure may be moved onto any Lot from another location unless prior written approval by Architectural Committee has been granted.

2.13 Variances. As to any Lot, the limitations and restrictions of 2.1 through 2.12, inclusive, may be waived or modified by the Architectural Committee, upon written application made in advance by the Owner seeking a variance, as to which the judgment of the Architectural Committee shall be conclusive; provided, however, that if the Architectural Committee fails to approve or disapprove such application within thirty (30) days after its receipt, the application shall be deemed approved.

2.14 Boat Docks. No Private Boat docks shall be constructed, installed or placed along shoreline adjoining Longtown Landing. The only boat dock or docks that will be approved will be Community Boat Docks granted permission by the Association and Architectural Committee.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. Each Owner shall comply strictly with the By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to his or her Lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for in Article VI hereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of the Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Joseph P. Kennedy, mother of President John F. Kennedy.

Section 4. Amendments. The covenants and restrictions to the Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the Class "A" and "B" votes, except as provided herein for unilateral annexation. Any amendment must be properly recorded in the public record of Pittsburg County, Oklahoma.

Section 5. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense maintain adequate general liability and officer's and director's liability insurance to fund this obligation.

IN WITNESS WHEREOF, this Declaration is executed by the Declarant the date first above written.

JPQ INVESTMENTS, LLC,
an Oklahoma Limited Liability Company

Jim Quigley, Manager

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

On this ____ day of _____, 2011, before me a Notary Public in and for the said County and State, personally appeared Jim Quigley to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Manager and acknowledged to me that he executed the same as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____ Notary Public.