

**THIRD AMENDMENT TO DEED OF DEDICATION  
AND RESTRICTIVE COVENANTS OF  
WOODCREST ESTATES ADDITION, AN ADDITION  
TO THE CITY OF CATOOSA, ROGERS COUNTY, OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned constitute sixty percent (60%) of the owners in fee simple of all of the Lots in Woodcrest Addition, an addition to the City of Catoosa, Rogers County, State of Oklahoma, according to the recorded Plat and Deed of Dedication thereof, said Plat being filed on the 7<sup>th</sup> day of December, 1977 in Book 528 at Page 288, in the office of the Rogers County Clerk (hereinafter collectively referred to as the "Owners"), as amended by the Declaration of Covenants, Conditions and Restrictions filed of record on June 27, 2007 in Book 1879 at Page 422 the office of the County Clerk for Rogers County, State of Oklahoma and as amended by the Amended Deed of Dedication and Restrictive Covenants of Woodcrest Estates Addition, filed of record on the 30<sup>th</sup> day of October, 2009 in Book 2065 at Page 938 in the office of the Rogers County Clerk (hereinafter collective referred to as the "Deed of Dedication"). This Third Amendment to the Deed of Dedication and Restrictive Covenants of Woodcrest Estates Addition, supersedes and renders null and void, without exception, any and all such like documents heretofore filed with the office of the Rogers County Clerk, on behalf of Woodcrest Estates Addition.

That the property has been surveyed, platted, and subdivided into lots, blocks, streets and easements in accordance with the recorded Plat and survey thereof.

**AMENDED COVENANTS AND RESTRICTIONS**

For the purpose of providing an orderly and uniform plan of development for the Property, and for the further purpose of ensuring adequate conditions, restrictive and protective covenants to preserve the character of the Property for the mutual benefit of all of the owners of lots within the Property and their respective grantees, successors and assigns, the undersigned do hereby amend the Deed of Dedication as follows:

**SECTION I  
COVENANTS AND RESTRICTIONS**

**A. AMENDMENT.** These restrictive covenants shall run with the land and be binding on all parties and all persons claiming by, through and under them until \_\_\_\_\_, 2041, at which time the same shall be automatically extended for successive periods of twenty (20) years. It shall be possible, by approval of fifty-one percent (51%) of the property owners in Woodcrest Estates Addition, to change them in whole or in part at any time changes are deemed necessary.

If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants, conditions and restrictions hereto, it shall be lawful for the Woodcrest Estates Homeowners Association, Inc. (hereinafter the "Association") or any other

person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating the same, and either prevent him or them from so doing, or to recover damages for such violation.

## **B. BUILDING COMMITTEE.**

No dwelling, fence or other structure shall be started in this subdivision without prior approval of the plans and specifications by the Building Committee. Three (3) members shall be appointed by the Homeowners' Association Board. One (1) member shall be appointed for one year, the second member for two (2) years, and the third member for three (3) years. After this initial appointment, the Building Committee shall present nominee(s) each year as potential new member to serve for three (3) years. Such nominee(s) to be voted upon by the eligible members of the Homeowner's Association at the annual meeting. The Committee shall consist of three members and a majority of these members shall be required for approval or disapproval of plans and specifications. Should plans and specifications be submitted to the Committee and no action taken within 30 days of submission of same, said plans will be deemed approved. Duplication of floor plans with a complete change of exterior styling will be permitted where there are at least two lots between locations. Duplications of plans will be permitted only where there at least four lots between such duplications. Two working sets of drawings and specifications shall be submitted, one for approval and one for file.

## **C. PARK AREAS.**

In the future event that areas of land are procured and designated as "park areas" intended to be used by the Lot Owners in Woodcrest Estates for recreation and other related activities, such reserve areas are not dedicated hereby for use by the general public, but are dedicated hereby for use and enjoyment of the Lot Owners of Woodcrest Estates and as perpetual easements for the installation and maintenance of utilities and streets and drainage. The Board of Directors of the Association may establish reasonable rules and regulations for the use and maintenance of the park areas, reserve areas and other common areas designated on the Plat and any use of such areas is subject to such rules and regulations.

## **D. RESTRICTIONS UPON USE OF LAND.**

1. Single-Family Dwelling. All Lots in this subdivision shall be restricted to residential single-family dwellings. No Lot may be subdivided or combined with another Lot to accommodate two or more separate owners and/or dwellings.

2. Setback/Building Lines. No building or parts thereof, except open porches and terraces, shall be constructed and maintained on said Lots nearer to the front and rear property lines than the building lines shown on the Plat. No buildings shall be permitted within a required side yard, or to encroach on the easement lines within any Lot. No structure, including but not limited to antennas, shall be placed, altered, erected, or permitted to remain on any Lot, which exceeds two (2) stories in height.

3. Minimum Square Footage. No single-story dwelling shall be erected in this subdivision which has a living space of less than 1,600 square feet. Living space means exclusive of garages, carports, and porches.

4. New Construction Exterior Walls. The exterior walls of all new construction dwellings and garages shall be of masonry construction, stone or brick only, for a minimum of 50% of their exterior areas. Non-traditional architectural styling on exterior will not be allowed. All residences having a chimney must be a minimum of 50% masonry.

5. Garages. All dwellings shall have attached garages suitable for accommodating a minimum of two standard size automobiles. Automobile repair work shall be performed only inside the garage. Parking is not allowed on the yard or lawn.

6. Roof Pitch. Primary roof pitch for all new construction shall be a minimum of 6 vertical to 12 horizontal. All roofing shall be of slates or tiles. Composition shingles may be used provided that they are architectural design with a minimum 25 year rating for all new construction and replacement roofs for existing homes, with mold protection with a minimum 330 pounds per square, and weathered wood or slate in appearance.

7. Driveways/Walkways. Driveways must be made from concrete. Walkways must be made from concrete, brick or stone. Gravel or asphalt is not permitted.

8. Window Construction. The exterior of the windows may be clad in accordance with the Architectural Guidelines.

9. Recreational Equipment.

A. A maximum of one (1), motorcycle, motor bike, camper, trailer, boat, motor home, all-terrain vehicle, recreational vehicle or similar vehicle or equipment, whether or not operable (hereinafter referred to as "Recreational Equipment") shall be kept, parked, stood or stored on the paved driveway of any Lot or in an area where the Association's Board has given its prior written approval thereof. Further, boats, trailers and RV's may be parked temporarily (for a period not to exceed 48 consecutive hours per week) on the driveway of a Lot for purposes of loading, unloading or washing.

B. Regular passenger vehicles, such as automobiles, passenger vans, SUV's and commercial vehicles of one (1) ton or less are permitted to be parked in the driveway overnight. Inoperable vehicles may be kept on any Lot provided they are in a garage or on an area of the lot out of view from street and adjacent lots. Small maintenance repairs shall be allowed provided they are accomplished in 48 consecutive hours. Parking on the street is reserved for owner's guests and visitors. Owner's Vehicles (or Vehicles under their dominion and control) shall not be parked or stored in any street, nor in any other manner which impairs or impedes sidewalk use or other public access. Notwithstanding any other provision herein, no commercial vehicles shall be parked or stored at any time on or in front of any Lot, street or common area without the Association's prior written consent.

10. Mobile Homes. No mobile home, new or used, nor any dwelling or out-building which has been previously used shall be moved into this subdivision. This specifically prevents 'moved in' buildings. Any detached structure shall match the architecture of the residence.

11. Temporary Residence. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in said subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. Swimming Pools and Play Equipment. All swimming pools must be approved by the ARC before construction. Children's play equipment and other permanent structures for the use of children shall be located behind the building line and substantially hidden from view from the front of the house or placed behind the house.

13. Outbuildings. All tool sheds, hobby rooms or other out-buildings shall conform to the basic architectural styling of the dwelling. No tool shed, hobby room or other out-building shall be placed or altered on any Lot until the plans and specifications thereof have been approved in writing by the Building Committee.

14. Completion of Construction. Construction must be completed within fourteen (14) months. Portable bathroom facilities must be provided during construction. Construction materials cannot be placed on any Lot more than 30 days prior to commencement of work.

15. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professionally made sign of not more than four square feet advertising the sale or rent of said property, or signs used by a builder to advertise the property during construction and sales period.

16. Trade or Business. No business, trade or similar activity may be conducted on a Lot, except that an owner or occupant residing on a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the City of Catoosa; (iii) the business activity does not involve door-to-door solicitation of residents of the Addition; (iv) the business activity does not, in the sole discretion of the Board, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Addition which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Addition and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Addition, as may be determined in the Board's sole discretion.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is

engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Soliciting within the Addition is prohibited other than by the children of residents for school, Boy Scouts, Girl Scouts or similar organizations approved in advance by the Board of the Association.

17. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except a total of three (3) dogs, cats or other household pets, which may include pot belly pigs and laying hens, permitted by the Ordinances of the City of Catoosa. Animals shall not be kept, bred or maintained for any commercial purpose and shall not be permitted on any Lot which does not contain a dwelling being used as a residence. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein. Pets are not permitted to roam free. The Board, in its sole discretion, may remove the pet or cause the pet to be removed at the Owner's expense. Pets shall be registered, licensed and inoculated as required by law.

18. Waste. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes or unnatural looking materials. All waste shall be kept in a sanitary container and all Lots shall be kept in a clean and orderly manner. A Lot shall be mowed and maintained on a regular basis. Open burning of leaves and other material is prohibited. Burning, of leaves and other organic yard debris shall be permitted only, in small enough size to be contained in receptacles designed for that purpose.

19. Antennas. No exterior radio or television antenna larger than twenty-four inches (24") in diameter shall be erected or maintained. The installation and location of all antennas or satellite dishes must comply with the Architectural Guidelines.

20. Nuisance. No loud noise, odor or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, and exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent Lots.

21. Improvements to Common Areas. Improvements of any kind may not be added to any common areas without the prior approval of at least sixty percent (60%) of all Lot Owners, nor shall speed bumps be allowed on any streets.

22. Holiday Decorations. All holiday, sporting or other event specific decorations must be removed within 30 days after the date of the event.

23. Maintenance of Lots and Improvements. The exterior of home, out buildings, fencing and grounds visible to the street and adjacent homes shall be maintained in an attractive manner, in good repair, free of clutter and debris in order to protect property values of Woodcrest Estates Homeowners. The grass shall be kept to a height not more than ten (10) inches and

trimmed to the curb. Road gutters adjacent to the property maintained free of grass and debris, facilitating run-off of water to storm drains. Each Owner shall mow and maintain his or her Lot, including without limitation, the residential structure thereof, and all landscaping and improvements located on the Lot including the curb in a manner consistent with the Governing Documents and all applicable covenants. Each Owner of a vacant Lot shall mow the Lot to the height established by the Board for vacant Lots. Lot Owners will maintain tree branches overhanging the common roads to a height not less than 14 ½ feet from road surface.

## **SECTION II HOMEOWNERS ASSOCIATION**

The Woodcrest Estates Homeowners Association, Inc. has been established to maintain any common areas and to enforce these Covenants and Restrictions.

Owners of any Lot within said subdivision shall become a member of the Woodcrest Homeowners Association, Inc.” (the “Association”) by purchasing a Lot within the Addition or by ownership of the real property described in the Plat and Deed of Dedication. Membership in the Association shall be thereafter appurtenant to the ownership of said Lot. One cannot be transferred without the other.

**1. ASSESSMENT.** All Lot Owners and each subsequent owner of a Lot, by acceptance of a deed thereto, is deemed to covenant and agree to pay the Association an annual assessment (“Base Assessment”) of Seventy-five and no/100 Dollars (\$75.00) per Lot to pay the cost of the expenses necessary to maintain the entryways and common areas including a reserve fund (“Common Expenses”). The Board shall prepare a budget of the estimated Common Expenses for the coming year. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Lot Owner at least thirty (30) days prior to the effective date of such budget. Alternatively, such information may be e-mailed or posted to an Association website, at the Board’s discretion. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article III, Section 2 of the Bylaws. Any such petition must be presented to the Board within ten (10) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and increase or decrease the Base Assessment from time to time during the year, subject to the notice requirements and the right of the members to disapprove the revised budget as set forth above.

**2. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part attorneys' fees, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Fifty-One percent (51%) of the eligible voting members who are voting in person or by proxy at a meeting duly called for this purpose.

### **3. COMPLIANCE AND ENFORCEMENT.**

#### **A. GOVERNING DOCUMENTS.**

The Association Governing Documents shall consist of the following documents as they may be amended:

(a) Articles of Incorporation of Woodcrest Estates Homeowners Association, Inc. (an Oklahoma non-profit corporation).

(b) By-Laws of Woodcrest Estates Homeowners Association, Inc. as they may be amended.

(c) Plat and Deed of Dedication filed December 7, 1977 in Book 528 at Page 288, records of the office of the County Clerk, Rogers County, Oklahoma.

(d) Declaration of Covenants, Conditions and Restrictions filed June 27, 2007 in Book 1879 at Page 431, records of the office of the County Clerk, Rogers County, Oklahoma.

(e) Amended Deed of Dedication and Restrictive Covenants of Woodcrest Estates Addition filed October 30, 2009 in Book 2065 at Page 938, records of the office of the County Clerk, Rogers County, Oklahoma.

(f) Third Amendment to the Deed of Dedication and Restrictive Covenants of Woodcrest Estates Addition filed \_\_\_\_\_, 2021, as Document # \_\_\_\_\_ in the office of the County Clerk, Rogers County, Oklahoma.

(g) Resolutions of the Board of Directors of Woodcrest Estates Homeowners Association, Inc.

(h) Architectural Guidelines

(i) Rules and Regulations for the Entry Way, Streets and Common Areas.

The Governing Documents apply to all Lot Owners and occupants of the property within the Addition, as well as to their respective tenants, guests and invitees. If a dwelling on a Lot is leased, the lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

If any court should determine any provision of the Governing Documents is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provisions.

The Association, by contract or other agreement, may enforce applicable city or county ordinances and permit the City of Catoosa, Oklahoma, to enforce ordinances within the Addition for the benefit of the Association and its Members.

In the event of a conflict between the terms and conditions of the Third Amendment to the Deed of Dedication and Restrictive Covenants of Woodcrest Estates Addition and Section II, subparagraph 3 A, (b) (c) (d) and (e), the terms and conditions of the Third Amendment to the Deed of Dedication and Restrictive Covenants of Woodcrest Estates Addition shall control. The remainder of the covenants and restrictions contained in Section II, subparagraph 3 A (b), (c), (d) and (e) shall remain in full force and effect.

#### **4. ENFORCEMENT.**

Every owner and occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Article IV, paragraph (f), Subparagraphs XIV(a) through (n) of the By-Laws. Such sanctions may include, without limitation:

(a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. In the event that any occupant, guest, or invitee of a Lot violates the Governing Documents, and a fine is imposed, the fine shall first be assessed against the violator, provided, however, if the fine is not paid by the violator within the time period set by the Board, the Lot owner shall pay the fine upon notice from the Board;

(b) suspending a Lot Owner's right to vote;

(c) suspending a person's right to use any facilities within the common areas; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(d) suspending any services provided by the Association to a Lot Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge(s) owed to the Association;

(e) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;



(f) requiring an Owner, at his or her own expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon such failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(g) levying a specific assessment to cover costs in bringing an Owner or a Lot into compliance with the provisions of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying and specific assessment under this subsection.

In addition, the Board may, but shall not be obligated to, take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

(a) exercising self-help in any emergency situation (specifically including but not limited to, the towing of violations that are in violation of parking rules and regulations); or

(b) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation or perform such maintenance responsibility and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the violation prior to taking such enforcement action. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board's sole discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction or rule being enforced is, or likely to be construed as inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person to justify expending the Association's resources; or

(d) that it is not in the Association's best interest, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

## **5. OBLIGATION FOR ASSESSMENTS AND LIEN.**

(a) Each Lot Owner, by accepting a deed or entering into a recorded contract of sale or for deed for any Lot, is deemed to covenant and agree to pay all assessments authorized by the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum, or such higher rate as the Board may establish, subject to limitations of Oklahoma law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Lot Owner and a lien upon the Owner's Lot(s) until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessment and other charges due at the time of conveyance.

(b) The Association shall have a lien against each delinquent Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to limitations of Oklahoma law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; and (ii) the lien or charge of any recorded first mortgage (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

(c) Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage shall extinguish the lien as to any installments of such assessments due prior to the mortgagee's foreclosure. The subsequent Lot owner of the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title.

(d) Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Lot Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Lot Owner from the obligation to pay assessments. In such event, each Lot Owner shall continue to pay Base Assessments and any Special Assessments on the same basis as during the last year for which an assessment was made, if any, until a new

assessment is levied, at which time the Board may retroactively assess any shortfalls in collection.

(e) No Lot Owner may exempt himself or herself from liability for assessments by non-use of common areas, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Lot Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(f) Upon written request, the Association shall furnish to any Lot Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

### **SECTION III DURATION AND SEVERABILITY**

#### **A. DURATION**

Section II of these covenants shall remain in full force and effect until June 1, 2039, and continued thereafter for successive periods of twenty (20) years each, unless terminated or amended as herein provided.

#### **B. SEVERABILITY**

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof set forth herein, which shall remain in full force and effect.

#### **C. COUNTERPARTS**

This Third Amendment to Deed of Dedication and Restrictive Covenants of Woodcrest Estates, an Addition in the City of Catoosa, Rogers County, Oklahoma, may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon a single instrument, and each counterpart shall be enforceable against the party actually executing such counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned, being sixty percent (60%) of the owners of Lots in Woodcrest Estates, an addition in the City of Catoosa, Rogers County, Oklahoma, according to the recorded Plat thereof, do hereby approve the foregoing Third Amendment Deed of Dedication and Restrictive Covenants of Woodcrest Estates Addition to the City of Catoosa, Rogers County, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature of Owner) Lot ( ) (Block)

STATE OF OKLAHOMA            )  
  )     SS.  
COUNTY OF ROGERS         )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared (Lot Owner/s), to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

(S E A L)  
Commission Number / Expiration Date

\_\_\_\_\_  
Notary Public