



THIRD AMENDMENT TO THE DEED OF DEDICATION

WHEREAS, the Deed of Dedication (the "Dedication") for Timberling Hollow was recorded on December 3, 2003 in Book 7190 at 257 in the land records of the Tulsa County Clerk as part of the Plat of Timberling Hollow, Plat No. 5744 (the "Plat").

WHEREAS, the Dedication contains certain covenants related to the use, occupation and enjoyment of the following described real property:

All of Timberling Hollow, a Subdivision in the City of Sand Springs, Tulsa County, State of Oklahoma, according to the recorded Plat thereof,

("Timberling Hollow").

WHEREAS, Section V(C) of the Dedication provides that the covenants within Section II., Private Building and Use Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 50 percent of the lots within the subdivision.

WHEREAS, the provisions of any instruments amending or terminating covenants shall be effective from and after the date it is properly recorded.

WHEREAS, the Owner/Developer of the subdivision, Jerry R. Gordon Development, Inc., previously executed an Amendment to the Deed of Dedication and Restrictive Covenants of Timberling Hollow, which was recorded on February 2, 2009 as Document No. 2009-008329 (the "First Amendment") when it was the owner of more than 50 percent of the lots of Timberling Hollow.

WHEREAS, certain homeowners constituting more than 50 percent of the lots of Timberling Hollow subsequently filed a Second Amendment to the Deed of Dedication, which was recorded December 16, 2011 as Document No. 2011110868 (the "Second Amendment").

WHEREAS, the parties to a certain lawsuit in the Tulsa County District Court styled *Jack Turney, et al. v. Jerry Gordon, et al.*, CJ-2009-416 (filed Jan. 20, 2009) (the "Lawsuit") recently executed a Conditional Settlement Agreement and Release resolving all disputes between the parties, the terms of which necessitates the filing of another amendment to the Dedication

WHEREAS, the undersigned lot owners constitute more than 50 percent of the 158 lots of Timberling Hollow, and the undersigned lot owners desire to make this Third Amendment to the Dedication.

NOW, THEREFORE, pursuant to the provisions of the Dedication, as amended, the Dedication is hereby amended as follows:

1. The paragraph in Section II(B) that immediately follows Section II(B)(2), as amended by the Second Amendment, is stricken and replaced with the following:

THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE ESTABLISHED BY THE DEED OF DEDICATION RECORDED DECEMBER 3, 2003 ARE TERMINATED EFFECTIVE APRIL 10, 2012. HEREAFTER, THE POWERS AND DUTIES OF THE

ARCHITECTURAL COMMITTEE ARE TO BE EXERCISED BY THE ARCHITECTURAL COMMITTEE CREATED BY THE HOMEOWNERS' ASSOCIATION ESTABLISHED IN ACCORDANCE WITH SECTION III. THE ARCHITECTURAL COMMITTEE MUST BE ESTABLISHED BY THE BOARD OF THE HOMEOWNERS' ASSOCIATION AFTER THE ELECTION OF DIRECTORS AT THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION WILL ESTABLISH THE NEW ARCHITECTURAL COMMITTEE AND APPOINT OR ELECT COMMITTEE MEMBERS. ARCHITECTURAL COMMITTEE REVIEW OF THE DESIGN DOCUMENTS SUBMITTED FOR CONSIDERATION BY THE OWNER/DEVELOPER OR ITS AFFILIATED INDIVIDUAL OR ENTITIES SHALL BE LIMITED TO ENSURING COMPLIANCE OF SUCH DESIGN DOCUMENTS WITH THE MINIMUM SQUARE FOOTAGE, ROOF PITCH AND THE PERCENTAGE OF MASONRY COVERAGE AS REQUIRED BY SECTION II.

2. Subparagraph (3) of Paragraph (C) of Section II (Section II(C)(3)) is hereby stricken and replaced with the following:

COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY, OVER MASONRY, AT THE FIRST FLOOR BASE. IN ADDITION TO INDUSTRY STANDARD MEASUREMENTS, THE OWNER/DEVELOPER AND ITS AFFILIATED INDIVIDUALS AND ENTITIES WILL PROVIDE SQUARE FOOTAGE MEASUREMENTS AT THE FIRST FLOOR BASE TO THE EXTERIOR FACE OF THE EXTERIOR WALL (OVER MASONRY) IN ALL PLANS SUBMITTED TO THE ARCHITECTURAL COMMITTEE. REQUIRED LIVING AREA MUST AVERAGE AT LEAST 7 FEET 6 INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF A SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE 7 FEET 6 INCHES FOR AT LEAST ONE-HALF THE SECOND OR UPPER STORY LIVING AREA.

3. Subparagraph (3) of Paragraph (E) of Section II (Section II(E)(3)) is hereby stricken and replaced with the following:

EXTERIOR WALLS. THE FIRST FLOOR EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE A MINIMUM OF 50% BRICK, STONE, OR STUCCO; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO THE PATIOS AND UNDER THE PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE-TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS (EXCLUSIVE OF FIREPLACE CHOSEN). ALL MEASUREMENTS BY THE OWNER/DEVELOPER AND ITS AFFILIATED INDIVIDUALS AND ENTITIES ARE TO INDUSTRY STANDARDS. FIFTY PERCENT (50%) MASONRY IS CALCULATED BY ALL WALL TOTAL SQUARE FOOTAGE LESS PORCHES, PATIOS, WINDOWS AND DOORS, AND GREATER SQUARE FOOTAGE OF MASONRY ON THE FRONT SIDE OF THE HOME CAN BE USED TO MAKE UP FOR A LESSER SQUARE FOOTAGE OF MASONRY ON THE BACK SIDE OF THE HOME SO LONG AS THE TOTAL EXTERIOR MASONRY SQUARE FOOTAGE IS FIFTY PERCENT (50%) OF THE TOTAL WALL SQUARE FOOTAGE AS CALCULATED ABOVE.

4. Paragraphs (B) and (C) of Section III, as mended by the Second Amendment, are stricken in full, and replaced with the following:

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A RESIDENTIAL LOT WITHIN TIMBERLING HOLLOW UPON WHICH THERE EXISTS A FULLY CONSTRUCTED RESIDENTIAL HOME SHALL AUTOMATICALLY BECOME A MEMBER OF THE HOMEOWNERS' ASSOCIATION. THE OWNER OF AN UNOCCUPIED FULLY CONSTRUCTED RESIDENTIAL HOME IS EXCLUDED FROM MEMBERSHIP IF THE RECORD OWNER IS THE OWNER/DEVELOPER, ITS AFFILIATED INDIVIDUALS AND ENTITIES, AND ANY ENTITY THAT CONSTRUCTS A RESIDENTIAL STRUCTURE FOR THE SOLE PURPOSE OF A SUBSEQUENT ARMS-LENGTH SALE. MEMBERSHIP, AS ABOVE SET FORTH, SHALL BE MANDATORY AND SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. UPON THE CONCLUSION OF A SUCCESSFUL ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION (AS PROVIDED IN SECTION III(D)) AND NOT BEFORE, MEMBERS OF THE HOMEOWNERS' ASSOCIATION WILL BE SUBJECT TO DUES PAYMENTS IN THE AMOUNTS AND TIMES DETERMINED BY THE HOMEOWNERS' ASSOCIATION. NON-MEMBERS ARE NOT ELIGIBLE TO VOTE ON ANY MATTER AND ARE NOT ENTITLED TO PARTICIPATE IN THE BUSINESS OF THE HOMEOWNERS' ASSOCIATION. EXCEPT FOR THE REQUIREMENT TO MAKE AN INITIAL PAYMENT TO BE ELIGIBLE TO VOTE IN THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION (AS REQUIRED BY SECTION III(D)), THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION AFTER THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION SHALL ADOPT BYLAWS RELATING TO ELIGIBILITY OF MEMBERS TO VOTE OR ELIGIBILITY TO HOLD OFFICE AS AN OFFICER OR DIRECTOR OF THE HOMEOWNERS' ASSOCIATION OR TO HOLD A POSITION ON THE ARCHITECTURAL COMMITTEE OR ANY OTHER COMMITTEE ESTABLISHED BY THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS MAY SUBMIT PROPOSED RULES RELATED TO ELIGIBILITY TO THE MEMBERS FOR A VOTE THEREON. THE OWNER/ DEVELOPER AND ITS AFFILIATED INDIVIDUALS OR ENTITIES SHALL, AFTER THE DISMISSAL OF THE LAWSUIT FILED IN TULSA COUNTY DISTRICT COURT, CASE NO. CJ-2009-416, PAY \$150 AS HOA DUES FROM EVERY LOT SOLD. OTHER THAN THE DUES CHARGED UPON SALE AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL UNIMPROVED LOTS OWNED BY THE OWNER/DEVELOPER OR ITS AFFILIATED INDIVIDUALS OR ENTITIES SHALL NOT BE SUBJECT TO HOMEOWNERS' ASSOCIATION DUES OR ASSESSMENTS UNTIL SOLD.

C. ASSESSMENT

UPON THE CONCLUSION OF A SUCCESSFUL ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION (AS PROVIDED IN SECTION III(D)) AND NOT BEFORE, MEMBERS OF THE HOMEOWNERS' ASSOCIATION WILL BE SUBJECT TO ASSESSMENTS AS DETERMINED BY THE HOMEOWNERS' ASSOCIATION.

5. Paragraph (D) of Section III, as adopted by the Second Amendment, is stricken in replaced with the following:

D. FIRST ANNUAL MEETING

CALL TO MEETING: THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION MUST BE CALLED BY THE INITIAL DIRECTOR OF THE HOMEOWNERS' ASSOCIATION, JERRY GORDON, WITHIN TEN (10) DAYS OF THE COURT'S ORDER APPROVING THE SETTLEMENT AGREEMENT REACHED IN THE LAWSUIT FILED IN

TULSA COUNTY DISTRICT COURT, CASE NO. CJ-09-416. THE LOCATION OF THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION MUST TAKE PLACE WITHIN TIMBERLING HOLLOW OR, IF NOT WITHIN TIMBERLING HOLLOW, AT A LOCATION NOT MORE THAN TWO (2) MILES FROM TIMBERLING HOLLOW. THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION SHALL BEGIN AT SIX O'CLOCK P.M. (6:00 P.M.) ON ANY MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY. NOTICE OF THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS ASSOCIATION MUST BE DELIVERED TO AUTHORIZED REPRESENTATIVES OF THE HOMEOWNERS PURSUANT TO THE CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE REACHED IN THE ABOVE-REFERENCED LAWSUIT FOR FURTHER DISTRIBUTION BY THOSE REPRESENTATIVES TO THE HOMEOWNERS. NOTICE MUST BE MADE MORE THAN TWO WEEKS AND NO MORE THAN FOUR WEEKS PRIOR TO THE DATE OF THE SCHEDULED MEETING. MEMBERS MAY BE PRESENT IN PERSON OR BY A SIGNED PROXY SPECIFICALLY DESIGNATING ANOTHER INDIVIDUAL TO ACT ON THE BEHALF OF SAID OWNER. IF NECESSARY, ANY MEMBER MAY SEEK AND OBTAIN AN ORDER FROM A COURT OF COMPETENT JURISDICTION CALLING FOR AN ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE PROCEDURE CONTAINED HEREIN. **VOTING POWER:** TO BE ELIGIBLE TO VOTE AT THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION, A MEMBER MUST, PRIOR TO OR AT THE ANNUAL MEETING, PAY \$350 TO THE PROPERTY MANAGER TO BE RETAINED BY REPRESENTATIVES OF THE HOMEOWNERS PURSUANT TO THE CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE. SUCH PAYMENT WILL BE CREDITED TO THE MEMBER FOR ANY DUES OR ASSESSMENTS SUBSEQUENTLY DETERMINED BY THE HOMEOWNERS' ASSOCIATION. **PROCEDURE AT THE MEETING:** CHARLES RIDENER AND/OR CHRIS RECTOR WILL PRESIDE AT THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS ASSOCIATION. A QUORUM TO CONDUCT BUSINESS SHALL EXIST IF THE VOTING POWER PRESENT IN PERSON OR BY PROXY CONSTITUTES MORE THAN ONE-THIRD OF THE TOTAL VOTING POWER OF THE MEMBERS OF THE HOMEOWNERS ASSOCIATION ON THE DATE OF THE NOTICE OF THE MEETING. IF A QUORUM DOES NOT EXIST, THE MEMBERS PRESENT SHALL SELECT BY THE PLURALITY VOTE OF THE MEMBERS THEN PRESENT A FUTURE DATE IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH NOT LATER THAN 30 DAYS FROM THE DATE PREVIOUSLY SELECTED TO CONDUCT THE ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS ASSOCIATION AND SHALL ADJOURN THE MEETING. IF A QUORUM IS PRESENT, THE MEMBERS SHALL ELECT FIVE DIRECTORS TO SERVE ON THE BOARD OF DIRECTORS. THE FIVE CANDIDATES RECEIVING THE MOST VOTES, EVEN IF ONLY A PLURALITY, SHALL BE ELECTED THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION. **VALIDITY OF MEETING:** SHOULD A MEETING NOT BE HELD IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN THIS PARAGRAPH, IT WILL NOT BE CONSIDERED THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION FOR PURPOSES OF ANY OTHER PROVISION IN THIS DEED OF DEDICATION, AS AMENDED. **BOARD ACTION AFTER THE FIRST ANNUAL MEETING:** AFTER THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS ASSOCIATION, THE NEWLY INSTALLED BOARD OF DIRECTORS MAY ADOPT OR AMEND BYLAWS IN ACCORDANCE WITH THE JUDGMENT OF THE BOARD OF DIRECTORS WITHOUT REGARD TO THE REQUIREMENTS SET FORTH HEREIN WITH RESPECT TO THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION. THE BOARD MAY SUBMIT ANY ADOPTION OR AMENDMENT TO THE BYLAWS TO THE MEMBERS FOR A VOTE APPROVING THE SAME.

6. Except as expressly amended by the terms of this Third Amendment, the remaining terms and provisions of the Declaration, as amended by the Second Amendment, remain in full

force and effect, notwithstanding provisions of the First Amendment, to which the Second Amendment revoked.

NOW, THEREFORE, Pursuant to V(C) of the Dedication, as amended, and the history and practice of amendment, the undersigned homeowners, constituting more than 50 percent of the lots of Timberling Hollow, hereby consent to and adopt the changes set forth above.

Owner of the following 58 lots:

Lots 3, 8, 9, 10, 12, 18, 20, 21, 25, 26, 27, 28, 29, 31, 32, 33, 34, 36, 40, and 42, Block 1;
Lots 5, 7, 8, and 18, Block 2;
Lots 1 and 2, Block 3;
Lot 8, Block 5;
Lots 11, 13, 14, 15, 16, and 20, Block 6;
Lots 2, 3, 4, 7, 11, 12, 13, 14, 16, 17, 18, 19, 21, 22, 23, 24, 25, 31, 32, 33, 34, 35, 36, 37, and 40, Block 7;

in Timberling Hollow, a Subdivision in the City of Sand Springs, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

JERRY R. GORDON DEVELOPMENT, INC.

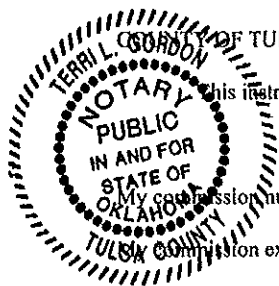
By: [Signature]

Its: [Signature]

STATE OF OKLAHOMA)

CITY OF TULSA)

) ss.



This instrument was acknowledged before me this 2nd day of July, 2012.

[Signature]
Notary Public

My commission number: 02019483
My commission expires: December 29, 2014