This Resident Occupancy Agreement Lease dated this __________ day of ________________, 20______ is made regarding the residence located at ______________ Garden Lake Drive, Tahlequah, OK, 74464, and including certain common grounds within the Gardens of Southridge Subdivision to the City of Tahlequah, Cherokee County, Oklahoma. (hereinafter referred to as the “premises”).

In consideration of the mutual agreement to the following terms, conditions, and covenants, Scott Wright and/or Tommye Sue Wright, as Gardens of Southridge Owner (hereinafter referred to as “Gardens of Southridge”) leases to _____________________________________________________________________________________________ as Resident Tenant(s) (hereinafter referred to as “Resident”) and Resident leases from Gardens of Southridge, the above-described Premises.

AND IT IS HEREBY AGREED AS FOLLOWS:

1. RENTS. Resident hereby agrees(s) to pay to the order of the Gardens of Southridge, assigns or successors, if any, the sum of $_________________ as rents for the period of _______________ to ________________, and the further sum of $975.00 per month due and payable on the first (1st) day of each and every month thereafter, beginning with the first (1st) day of __________________, 20_____, and continuing during the term or this agreement, or any subsequent extension hereof.

   All rents shall be paid to Gardens of Southridge at offices of Wright Real Estate, 103 Mimosa Lane, Tahlequah, Oklahoma, or by mail to Gardens of Southridge, P.O. Box 1352, Tahlequah, OK 74465, or such other alternate address or location as may be established by the Gardens of Southridge.

   Any rents not paid by the 10th day of the month, are subject to, and shall include a 5% late fee in addition to the base rental amount as set forth.

2. TERM. This Lease shall remain in effect for a term of twelve (12) months from __________________, 20______ to __________________, 20_____ (current lease term), and thereafter, the lease shall extend for successive one (1) year terms thereafter, as further provided, and subject to provisions as set forth in Paragraph 3 Below.

3. EXTENSIONS: The lease shall automatically extend for successive one (1) year lease terms, so long as Resident is not then in default of any provision of this Lease agreement; however, Resident shall have the option to terminate extension of the next successive annual lease term by providing written notice to Gardens of Southridge of the intent to vacate on or before 45 days in advance of the expiration of the current lease term. In such case of Resident notice to vacate, the residence shall be vacated by Resident on or before the current lease term end date.

   In such case that the Gardens of Southridge has received no written notice of Resident's intent to vacate as provided, then it is hereby agreed that this lease shall automatically extend for the next successive one (1) year term upon expiration of the current lease term. Any subsequent extension of this lease shall be upon the same terms and conditions as are then in effect, subject to adjustment of rents, as provided in the following paragraph.

   The rent amount shall remain unchanged during the current initial lease annual term, as set forth in Paragraph 2. Beginning the second lease year, and each successive year thereafter, if applicable, the Gardens of Southridge shall have the option to adjust the rent amount and/or the monthly association fee based upon the change in the CPI-U for the proceeding year. As used herein, “CPI-U” shall mean "Consumer Price Index-- Seasonally Adjusted U.S. City Average For All Items For All Urban Consumers", published by the Bureau of Labor Statistics of the United State Department of Labor. In no event shall basic rent for the any Lease Year, be greater than 5% than the Basic Rent or for the immediately preceding Lease Year.

4. CLUBHOUSE. This Lease includes Resident use of Clubhouse privileges in accordance with Clubhouse use Policy and Procedures as posted at the Clubhouse, and subject to changes as may be considered reasonable and appropriate.

5. SECURITY DEPOSIT: Resident agrees that the security deposit in accordance with this agreement shall be $750, and is hereby paid at the signing of this agreement. The security deposit will be refunded to Resident when vacating property, provided that the property is in the same condition as that time which Resident took possession, ordinary normal wear and tear excepted, and Resident has met all terms and conditions contained herein. Under no circumstances will the security deposit be applied to, or be considered rent. Resident agrees to have all carpeting cleaned by a professional carpet cleaning company upon vacating the property, and shall provide the Gardens of Southridge with written documentation of such carpet cleaning.

6. UTILITIES AND SERVICES: Resident shall make their own arrangements for utilities, trash services, cable tv, and telephone for their individual residence, payment of same, and the payment of customary utility deposits in accordance with the respective utility company policies.
Every residence at the Gardens of Southridge has a security and fire alarm system installed. Such system has certain onsite alarms in such case of unauthorized entry or fire. Residence, at their option and expense, has the option to have such existing system enhanced and/or monitored by independent third party services. In such case, Resident shall make their own arrangements and payment for such enhanced services through Security Alarms Company, Muskogee, Oklahoma, whose phone number is 1-800-725-5600. Upon occupancy of the property, Resident shall give security code information to the Gardens of Southridge, which shall be maintained in confidentiality, and for the sole use only for emergency purposes.

7. PETS: NO PETS are permitted on the property, except by special mutual written agreement between Resident and the Gardens of Southridge, and the parties execution of a separate PET AGREEMENT and pet deposit.

8. ALTERATIONS. Except in the event of an emergency, no repairs, decorating or alterations shall be performed by Resident without Gardens of Southridge’s prior written consent. Resident shall notify Gardens of Southridge in writing of any alterations contemplated. Resident shall hold Gardens of Southridge harmless as to any mechanic’s lien, or proceeding caused by Resident, and Resident agrees to indemnify Gardens of Southridge in the event of any such claim or proceeding. Resident agrees that all improvements installed in and on the Premises shall, at the option of Gardens of Southridge, remain with the Premises upon termination of the Lease at no cost to Gardens of Southridge.

9. REPAIRS AND MAINTENANCE: Gardens of Southridge agrees to maintain the residence, all appliances furnished, mechanical equipment, plumbing and electrical facilities in or on the Premises at the commencement of this lease. Resident agrees to be responsible for repairs due to misuse. Resident agrees to immediately report any components in need of repair. In such case of needed maintenance, Residence shall allow the Gardens of Southridge, its contractors, employees, or any other designated party reasonable access to the property in order to conduct such maintenance or repairs.

10. DAMAGES TO PROPERTY. Resident shall be responsible for damages to the premises, unless said damages have arisen from acts beyond the control of Resident. Resident will be held responsible for any loss or damage to the property resulting from overflow from sinks, bathtubs, toilets, lavatories, or washing machine caused by Resident’s neglect or misuse. The Gardens of Southridge will not be liable for any damage to Resident’s personal property occasioned from plumbing, gas, water, steam, pipes, fixtures, or sewage, nor from any damage arising from acts over which Gardens of Southridge has no control.

It is hereby agreed and understood that the Gardens of Southridge shall have the right to terminate this Contract if the Gardens of Southridge can show reasonable cause that Resident is damaging the property beyond usual wear and tear. If Resident vacates or abandons the property prior to the expiration of this lease or any extension thereof, then Gardens of Southridge shall have the right to enter the premises and secure same for protection of the property.

11. RESIDENTIAL USE: Resident shall use the Leased Premises only for residential purposes and for no other purpose, as provided herein and/or as further identified in the Covenants for the Gardens of Southridge Subdivision hereby attached and made part of this agreement. Resident shall not conduct any activity which would constitute a nuisance to the other residents. Resident understands that any complaints from others, shall at the option of the Gardens of Southridge, cause right of termination of this lease in advance of the current lease end date. And in such case, at option of the Gardens of Southridge, written notice to vacate shall be issued, and Resident shall have and agrees to vacate the premises on or before 30 days from date of written notice to vacate.

12. ENTRY AND INSPECTION. Gardens of Southridge shall have the right to enter the premises, only during normal business hours, and not less than one (1) day following advance prior notice given to Resident. Such entry shall be for the following purposes: (a) in case of emergency; (b) to make necessary or agreed repairs, or supply necessary or agreed service, (c) exhibit the Premises to other prospective Residents in advance of current Resident vacating the property, (d) periodic general maintenance inspection as may be determined by the Gardens of Southridge.

13. INSURANCE. Resident hereby acknowledges that Resident’s personal property contents, or items located upon the premises belonging to Resident., are not insured by the Gardens of Southridge, and Resident will hold the Gardens of Southridge harmless for any liability from loss of Resident’s personal property from fire, theft, or any other reason.

14. OCCUPANTS. Premises shall be occupied only by the persons who executed this agreement.

15. POSSESSION OF PREMISES. This lease is conditioned upon Gardens of Southridge securing possession of the premises by vacancy of the existing Resident, if applicable, or completion of construction if new residence, by the commencement date hereof. In the event Gardens of Southridge is unable to deliver possession of the premises to Resident for any reason, including, but not limited to, failure of previous Resident to vacate premises, partial or complete destruction of the premises, or the residence not being available for occupancy due to delay from completion construction, Resident or the Gardens of Southridge, shall have the right to terminate this Agreement, and in such event, Gardens of Southridge shall return of all sums previously paid by Resident in accordance with this agreement.
16. ASSIGNMENT AND SUBLETTING. No portion of the Premises shall be sublet nor shall Resident have the authority or right to assign this Agreement to a third party.

17. COVENANTS FOR THE GARDENS OF SOUTHRIDGE: Covenants for the Gardens of Southridge Subdivision are hereby attached and made a part of this agreement. If there be any conflict between this Agreement and the Covenants, this Agreement shall rule.

18. GARDEN LAKE PROHIBITED: Resident, guest of Resident, or any other person except maintenance personnel, shall be restricted from that common body of water known as Garden Lake, nor shall Resident, guest of Resident, or any other person be allowed to enter upon any grounds adjoining Garden Lake, except upon the established sidewalks. Resident hereby warrants that they, their guest, and/or any other person will hold the Gardens of Southridge harmless from liability, loss, or claim of loss, in such case of casualty, injury, fatality, or loss due to Resident’s, guest of Resident, or any other persons violation of this covenant.

19. VACANCY OF RESIDENCE. Resident agrees that upon vacating the premises, to surrender the premises and all fixtures and equipment of Gardens of Southridge therein in good, clean and operating condition, ordinary wear and tear excepted. Resident shall at the time of vacating the premises, thoroughly clean the premises, including, but not limited to, all appliances, removal of all trash from the Premises and shall pay for the cost of Gardens of Southridge having the carpet professionally cleaned. Further, upon vacating the Property, Resident shall secure the property and immediately deliver all keys and garage door openers to Gardens of Southridge.

20. FAILURE TO REMIT PAYMENT. If the Resident fails to make any payment within 15 days when due, then it shall be the option of the Gardens of Southridge to void this agreement. In such event the Resident shall have no more than 5 days to vacate the property and shall not be relieved of this obligation to pay sums that are due for the remaining current lease term, or extension thereof, or until such time as the Gardens of Southridge secures a successor Resident. In the event the Gardens of Southridge elects to cancel this agreement under this provision, then the security deposit will be retained by Gardens of Southridge as partial payment of liquidated damages and Gardens of Southridge shall have the right to pursue legal actions for damages to the property, liquidated damages resulting from Residents breach of the Contract, future loss of rents, and rents that are due, if any.

21. BREACH: Should Resident neglect or fail to perform and observe any of the terms of this Lease, Gardens of Southridge shall provide Resident written notice of such breach, requiring Resident to immediately remedy the breach. If Resident fails to comply with such notice, the Gardens of Southridge may declare this Lease terminated and institute action for such breach. Resident understands and agrees that in the event of violation of any part of this contract, or failure to pay any money due hereunder, or for damages to the property, that if such account is turned over to an attorney, the Resident will be responsible for payment for any losses incurred as the result of such breach including, but not limited to attorney’s fees, late fees, rent, association fees, advertising cost, cleaning, painting, repairs, and re-letting expense equal to one months rent.

22. OTHER TERMS AND CONDITIONS:

23. ENTIRE AGREEMENT. This Lease Agreement constitutes the entire Agreement between the parties, and no promises or representations, other than those contained herein, have been made by Gardens of Southridge. Any modifications to this Agreement must be in writing and signed by Gardens of Southridge and Resident.

24. CLUBHOUSE: The Clubhouse is available for Gardens Residents use and enjoyment, subject to Policies and Procedures as posted at the Clubhouse. Resident’s guest may use the Clubhouse, provided they are accompanied by a Gardens Resident at all times. No Resident shall have the right to assign right of use of the Clubhouse, nor allow use of the Clubhouse at any time to any person who is not a Gardens Resident.

Resident understands that the clubhouse exists for the enjoyment of Residents and their guests, from time to time, as may be considered reasonable and appropriate. No Resident shall attempt use the Clubhouse as a secondary residence, or occupy such on a reoccurring daily basis which may cause or restrict the use and enjoyment by the other Gardens Residents.

Approved by Resident: ______________________________ Date: __________

Approved by the Gardens of Southridge: ______________________________ Date: __________
COVENANTS FOR THE GARDENS OF SOUTHRIDGE SUBDIVISION

That Scott Wright and Tommye Sue Wright, husband and wife, d/b/a the Gardens of Southridge, assigns or successors, hereby certifies that such is the Owner of and the only person or entity having any right, title, or interest in and to the property known as the Gardens of Southridge Subdivision, City of Tahlequah, Cherokee County, Oklahoma.

It is further certified that the said owner has caused certain residences and improvements to be constructed upon said tract of land. We hereby designate said tract of land as the Gardens of Southridge Subdivision to the City of Tahlequah, Oklahoma and hereby designate such tract and improvements thereon for residential use of those persons residing with the Gardens of Southridge, including all streets, clubhouse, and common areas outside that portion which is occupied by private residences, for the uses, purposes, and subject to leasehold interest of the residences under the following terms and conditions contained hereinafter.

DEFINITIONS

Scott Wright and/or Tommye Sue Wright, d/b/a as the Gardens of Southridge, as owner shall hereinafter be referred to as “Owner”. Those persons who occupy a residence within and upon the tract known as the Gardens of Southridge, under the terms of a separate lease and Resident Occupancy Agreement shall hereinafter be referred to as “Resident”. The tract known as the Gardens of Southridge Subdivision shall hereinafter be referred to as “Tract”, “Parcel”, “Subdivision”, or “Lot”

GARDENS OF SOUTHRIDGE COVENANTS

For the purpose of providing an orderly residential environment for the mutual benefit of those Residents who reside within and upon the tract known as the Gardens of SouthRidge, and for the further purpose of providing adequate restrictive and protective covenants for the mutual benefit of the Residents, the following restrictions, covenants, and reservations are imposed to which it shall be incumbent for all to adhere:

1. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. No motor coach, trailer, camper, trucks in excess of 3/4 ton, boat or other recreational vehicles shall be parked upon any portion of a lot or in a street.

3. All resident vehicles will be parked in the enclosed garage attached to each resident or upon the residence off street parking driveway located in front of each residence. No resident, or guest of a resident shall be allowed to park in the driveway of another resident. No resident shall park in the street. Guest parking in the street shall be allowed on a temporary basis for a period of no more than 2 consecutive days.

4. No building shall be moved onto or built upon any lot, except by owner.

5. Those lots which border along Southridge Road or Highland Drive shall not use Southridge Road or Highland Drive for purposes of ingress or egress to or from any lot, except as may be deemed necessary by Owner for a temporary construction entrance.

6. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located upon any lot.

7. Mailboxes for a residence shall not be changed from that as established by Owner.

8. No trash, ashes, garbage, construction materials or other refuse will be thrown or dumped on any land or lot within the subdivision. There will be no burning or other disposal or refuse out of doors, except the owner may burn timber from clearing right of ways during development of the subdivision under a burn permit obtained from the City of Tahlequah. Outside storage of building materials, old cars, or other salvage shall not be permitted.
9. All electrical, television, natural gas and telephone service installations will be placed underground. There will be no visible towers or television antennas installed on any structure, nor will television satellites be installed where such is clearly visible from any street or attached to a residence, unless specifically approved by owner in writing.

10. No sign of any kind shall be displayed by a resident to the public view on any lot.

11. No yard ornaments, animal statues, portable structures, or plastic vivid colored playground equipment will be placed on any lot in view of a street.

12. All lands, except that covered by a specific residence shall be considered common grounds for the benefit and enjoyment of all residents of the subdivision, and shall be maintained by the Gardens of Southridge Residents Association as further provided hereinafter in Paragraph 14.

13. Only residents, or residents accompanied by their guests shall be allowed to use the Clubhouse, facilities, or any portions of the common grounds.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that dogs, cats or other normal household pets may be kept, if provided under the terms of the separate pet agreement in association with a Resident Occupancy Agreement Lease. Under no condition, shall any pet be allowed to roam freely throughout the subdivision unless accompanied by the pet owner and on leash.

15. Owner, at their sole option, shall have the right and ability to determine the qualification and merit of each prospective to reside at the Gardens of Southridge, or existing resident continuation of occupancy within a residence at the Gardens of Southridge.

16. These covenants shall run with the land and shall be binding on all residents. If any resident violates or attempts to violate any such covenant, the owner shall have full right to enforcement, including prosecuting any such violation, and upon such owner shall be entitled to recover, in addition to other damages, a reasonable attorney fees and court costs incurred in litigation, if any, and including termination of Resident Occupancy Agreement Lease.
Resident(s) Information

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Other Persons or Relatives to Contact in Case of Emergency

| Name:__________________ | Home Phone:___________ |
| Address:________________| Work Phone:___________ |
| City:__________________  | Cell Phone:___________ |
| State/Zip:______________| Relationship:_________ |

Other Comments: