

D. HOMEOWNER/DEVELOPERS' ASSOCIATION

FINAL PLAT OF SADDLE CLUB ESTATES AMENDED A PLANNED EQUESTRIAN DEVELOPMENT THE N1/2 SW1/4 OF SECTION 23, T18N, R16E, WAGONER COUNTY, STATE OF OKLAHOMA SHEET (3) OF (3)

1. FORMATION OF HOMEOWNERS' ASSOCIATION
The Owner/Developer hereby forms the Saddle Club Homeowners' Association in accordance with the Saddle Club subdivision (hereinafter referred to as the "Association"), a nonprofit corporate entity established in accordance with the statutes of the State of Oklahoma, and formed for the general purpose of maintaining the common areas, including Saddle Club Drive and enhancing the value, desirability and attractiveness of Saddle Club Estates. Specifically, the Association will be responsible for maintaining Saddle Club Drive as a private street for the joint use of all Members, along with making certain that all restrictions and covenants set forth herein are complied with by all Members.

2. MEMBERSHIP
Every person or entity who is a record Owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated recording of the deed, whichever occurs last.

3. COVENANTS FOR ASSESSMENTS - GENERAL AND SPECIAL
The Owner/Developer and each subsequent Owner of a lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer or Board of Directors. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.
GENERAL ASSESSMENTS: The association members, by a vote of not less than 5 of the 9 members shall set a general assessment of a monthly fee necessary to maintain Saddle Club Drive. These maintenance costs shall be for the purpose of grading, graveling, etc., of Saddle Club Drive. This includes the mowing of grass, upkeep etc., of the entranceway and of the easement areas alongside Saddle Club Drive.
SPECIAL ASSESSMENTS: From time to time, the association, by a vote of not less than 7 of the 9 members may set a special assessment to pay for the costs of improvements to Saddle Club Drive.

4. EQUESTRIAN PARK OPERATIONS: The 5 acre reserve lot/Equestrian Park is hereby abolished and the North 1/2 of said reserve lot/Equestrian Park is hereby merged into Lot 5 for a 10 acre lot and the South 1/2 of the reserve lot/Equestrian Park is hereby merged into Lot 6 for a 10 acre lot.
NOTE: This means there is no Equestrian Park.

5. ENFORCEMENT RIGHTS OF THE ASSOCIATION
Without limitation of such other powers and rights as the association shall be deemed a beneficiary, to the same extent as a lot Owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

Further, the restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. The provisions and restrictions within the Deed of Dedication are for the benefit of the Members and utility entities providing service to this subdivision. The Restrictive covenants set forth herein, and the Association shall violate any of the covenants, it shall be lawful for any Member owner of a lot within Saddle Club Estates to maintain an action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him/her or them from so doing or to compel compliance with the covenant and recover damages. In any judicial action brought by the association or any Member which action seeks to enforce the covenants or restrictions set forth herein, or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his/her or its reasonable attorney fees and costs and expenses incurred in such action.

6. DURATION
These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of recording of the Deed of Dedication, unless terminated as hereinafter provided.

7. AMENDMENTS
The Covenants and Restrictions dealing with the Deed of Dedication regarding the placement, use and maintenance of the utilities and Saddle Club Drive shall only be amended by a vote of not less than 6 of the 9 Members and by a written instrument signed and acknowledged by the Wagoner County Planning Commission and Council, or its successors.

The restrictions and requirements as set forth herein may be amended or terminated at any time by a written instrument signed and acknowledge by the Owner/Developer during such time by a written instrument signed and acknowledged by at least seven of the nine lot owners, or as otherwise specifically provided for herein. The provisions of any instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

9. SPECIAL PROVISION REGARDING SADDLE CLUB DRIVE
As has been set forth above, Saddle Club Drive is being established as a private road for the exclusive use of the 9 Members of Saddle Club Estates. If by a vote of not less than 7 of the 9 Members (Lot Owners) decide to request that Saddle Club Drive be accepted into the Wagoner County road system, the Homeowners' Association shall take such actions as are necessary to turn Saddle Club Drive into a public roadway.

10. SEVERABILITY
Invalidation of any restriction and/or condition 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 remaining restrictions and/or conditions or any part thereof as set forth herein, which shall remain in full force and effect.

OWNER'S CERTIFICATE AND DEDICATION

STATE OF OKLAHOMA)
)ss
COUNTY OF WAGONER)

KNOW ALL MEN BY THESE PRESENTS, that we, Saddle Club Estates, L.L.C. an Oklahoma Limited Liability Company, hereby certify that we are the Owners and the person or persons having any right, title or interests to the following described tract of land, to-wit:

The N1/2 of the SW1/4 of Section 23, Township 18 North, Range 16E of the Indian Base and Meridian, Wagoner County, State of Oklahoma. Containing 80.75 Acres, more or less.

We further certify that we have caused said tract of land to be platted into lots and have caused this plat to be made of said tract showing accurate dimension of lots and streets. We hereby designate said tract of land as SADDLE CLUB ESTATES AMENDED and dedicate to public use all utility easements as shown hereon, the streets thereof which are retained to private use and maintenance.

Gordon Bruce Sewell
Gordon Bruce Sewell, Co-Managers

Michael Ray Rollings
Michael Ray Rollings, Co-Manager

Katherine Vance Sewell
Katherine Vance Sewell

Dianna Lynne Rollings
Dianna Lynne Rollings

STATE OF OKLAHOMA
COUNTY OF WAGONER

Before me, the undersigned, a notary public in and for the State of Oklahoma, personally appeared Gordon Bruce & Katherine Vance Sewell & Michael Ray & Dianna Lynne Rollings, to me known to be the identical persons who signed the name of Saddle Club Estates to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose set forth.

WITNESS my hand and seal this 27th day of July, 2013.

Patricia K Waggoner
Notary Public #03000506

My Commission expires: 01/09/2015

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, that I, Edward R. Seaton, a resident of the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and platted into lots the above described property and that this plat is a true and correct representation thereof, I further certify that this plat meets the minimum standards for the practice of land surveying.

WITNESS my hand and seal this 19th day of July, 2013.

Edward R. Seaton
Edward R. Seaton, Land Surveyor 1353
CA #4849

STATE OF OKLAHOMA
COUNTY OF MUSKOGEE

Before me, the undersigned, a notary public in and for the State of Oklahoma, personally appeared Edward R. Seaton to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose therein set forth.

WITNESS my hand and seal this 19th day of July, 2013.

Tony Robinson
Notary Public

My Commission expires: 4-5-2014

TREASURER'S CERTIFICATE

I hereby certify that as to all real estate involved in the plat, all taxes have been paid for 2010 as reflected by the current tax roll and that there are no taxes due for prior years, and security has been provided for 2013 taxes not as yet certified to me.

CERTIFICATE OF COUNTY CLERK

This plat has been filed in the office of the County Clerk, Wagoner County, Oklahoma, this 26 day of July, 2013, Book 2102, Page 220.

Lori Hendricks by Amanda Alsip
County Clerk
1st Deputy

APPROVED: Cheri Eshel County Commissioner

APPROVED: Brenda Spertson Wagoner County Planning Commission

The Wagoner Office of the Department of Environmental Quality has approved this plat for the use of Public Water systems and On-Site Sewer Systems on the 23 day of April, 2013.

Michelle Long
Environmental Program Specialist

Wagoner Office
Oklahoma Department of Environmental Quality

APPROVED: APR 23 2013

Developer's
Name: Bruce Sewell Phone: 918-606-4313
Mike Rollings Phone: 918-625-0364
Address: 38014 E. 113th St. South
Coweta, OK 74429

Heartland Surveying & Mapping, PLLC
CA #4849
600 Emporia St., Ste. 7C
Muskogee, Oklahoma 74401
(918) 682-7796

STATE OF OKLAHOMA - HENRICH (H&H) 10/2/13 - 11:47am
LSD:CAR - Henrich (H&H) 10/2/13 - 11:47am
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SADDLE CLUB ESTATES, L.L.C., an Oklahoma Limited Liability Company

By: Gordon Bruce Sewell By: Michael Ray Rollings

State of Oklahoma
County of Wagoner

This instrument was acknowledged before me on this 27 day of Feb, 2013, by Gordon Bruce Sewell and Michael Ray Rollings, as Co-Managers of Saddle Club Estates, L.L.C. an Oklahoma Limited Liability Company.

My Commission Expires: 01/09/2015

Patricia K Waggoner
Notary Public #03000506

ACKNOWLEDGED AND APPROVED THIS 10 DAY OF July, 2013

Rick Wilson Cindy Wilson
RICK WILSON CINDY WILSON

STATE OF OKLAHOMA)
)ss
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 2013, personally appeared, RICK WILSON AND CINDY WILSON, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth as the owners of Lots 1 and 2, Block 1 of SADDLE CLUB ESTATES.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: _____ Notary Public

Bruce Sewell
Notary Public

ACKNOWLEDGED AND APPROVED THIS 26 DAY OF July, 2013

FORD HOMES, INC. an Oklahoma corporation.

Josh Ford Joanna Ford
JOSH FORD, Sec./Treas. Ford Homes, Inc. JOANNA FORD, President, Ford Homes, Inc.

STATE OF OKLAHOMA)
)ss
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public, in and for said County and State, on the 26 day of July, 2013, personally appeared JOSH FORD AND JOANNA FORD, to me known to be the identical persons who signed the within and foregoing document above and acknowledged to me that they each executed the same as their free and voluntary acts and deeds for each of them for the purposes therein set forth and further affirmatively acknowledge that they are the sole shareholder/members of FORD HOMES, INC. an Oklahoma corporation and that Ford Homes, Inc. is the owner of Lot 3, Block 1 of Saddle Club Estates.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year above written.

My Commission Expires: May 11, 2017

Marshall J. Fradette
Notary Public