

CERTIFICATE

As provided in Title 11, Chapter 11, Section 11-114 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes levied in this plat, all such taxes have been paid or reflected by the current tax rolls and security as required by said Section 11-114, has been provided in the amount of \$ 20.00 per acre per year on the 5,748.25 acres to be applied to the 20.00 acres now to be certified to me.

PLAT No.

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Board of County Commissioners, Wagoner County, Oklahoma, on February 27, 2001.

APPROVED, March 5, 2001, by the Board of County Commissioners, Wagoner County, Oklahoma.

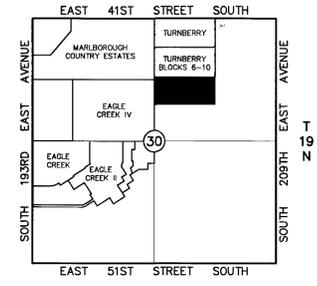
APPROVED, March 5, 2001, by the Board of County Commissioners, Wagoner County, Oklahoma.

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TURNBERRY BLOCKS 11 THROUGH 15

A SUBDIVISION OF PART OF THE NE/4 OF SECTION 30, T-19-N, R-15-E WAGONER COUNTY, OKLAHOMA



Monumentation ALL CORNERS SHOWN ON THIS PLAT WERE SET USING A 3/8" X 18" IRON PIN WITH A YELLOW CAP STAMPED SACK LS 1135.

Curve Table with columns: CURVE, RADIUS, DELTA, LENGTH. Rows C1 through C4.

Addresses ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

Owner LONGFORD TURNBERRY, LLC 2260 CORPORATE CIRCLE, SUITE 400 HENDERSON, NV 89014 PHONE: (702) 454-5300

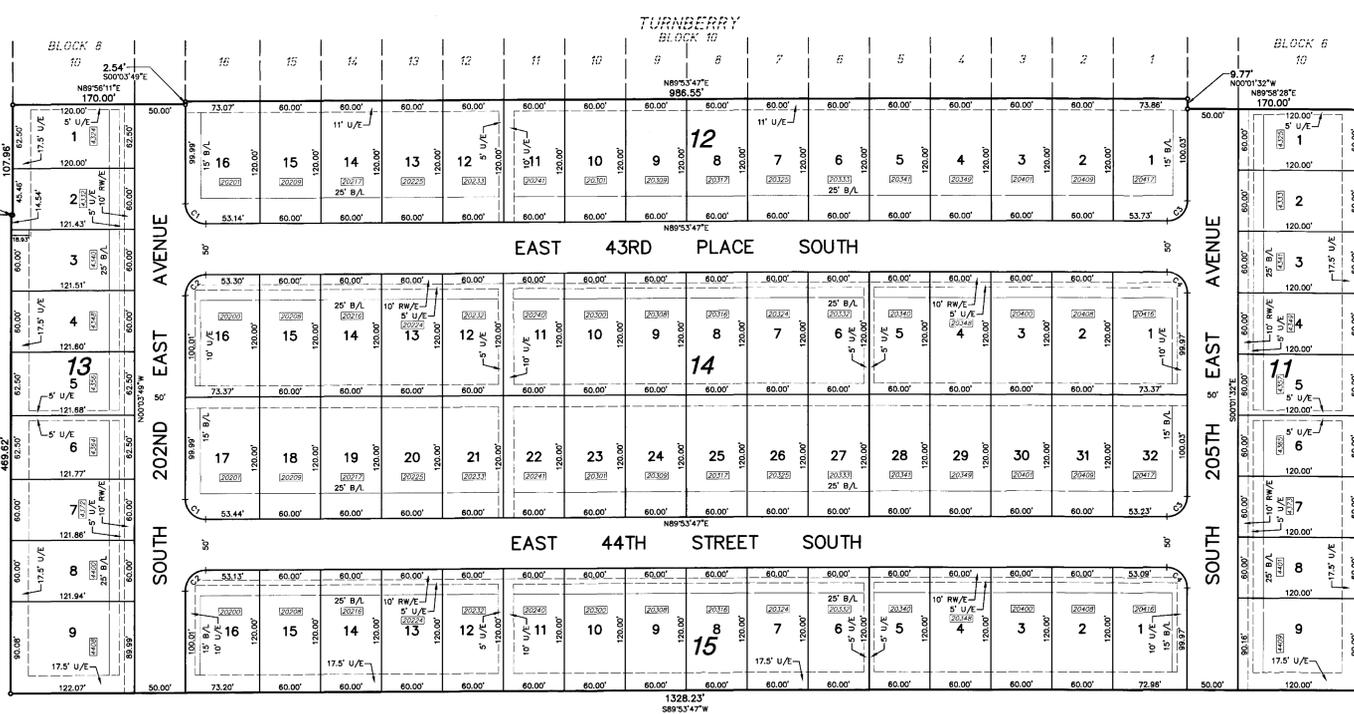
Engineer / Surveyor SACK AND ASSOCIATES, INC. SANTA FE DEPOT 111 SOUTH ELGIN AVENUE TULSA, OKLAHOMA 74120-1816 PHONE: (918) 592-4111 C.A. No. 1783 (EXP. JUNE 30, 2001)

Basis of Bearings THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT OF TURNBERRY.

Subdivision Statistics SUBDIVISION CONTAINS 82 LOTS IN 5 BLOCKS. BLOCK 11 CONTAINS 1,570 ACRES. BLOCK 12 CONTAINS 2,713 ACRES. BLOCK 13 CONTAINS 1,609 ACRES. BLOCK 14 CONTAINS 4,286 ACRES. BLOCK 15 CONTAINS 2,719 ACRES.

Legend

B/L BUILDING LINE R/W/E RURAL WATER DISTRICT #4 WATERLINE EASEMENT U/E UTILITY EASEMENT S/A STREET ADDRESS



NOT PLATTED

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT LONGFORD AT TURNBERRY, L.L.C., A NEVADA LIMITED LIABILITY COMPANY, HERINAFTER REFERRED TO AS THE "DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE COUNTY OF WAGONER, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NE/4 OF SECTION 30, T-19-N, R-15-E, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: STARTING AT THE NORTHEAST CORNER OF SAID SECTION 30; THENCE S 89°50'47" W ALONG THE NORTHERLY LINE OF SECTION 30 FOR 1312.41' TO A POINT ON THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF "TURNBERRY", AN ADDITION TO WAGONER COUNTY, OKLAHOMA; THENCE S 00°01'32" E PARALLEL WITH THE EASTERLY LINE OF SECTION 30 AND SAID EXTENSION AND ALONG THE EASTERLY LINE OF "TURNBERRY" FOR 620.00' TO THE SOUTHEAST CORNER OF "TURNBERRY" AND THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING S 00°01'32" E FOR 170.00'; THENCE S 89°50'47" W FOR 170.00'; THENCE S 00°01'32" E FOR 97.77'; THENCE S 89°50'47" W ALONG SAID EASTERLY LINE FOR 810.00' TO A POINT THAT IS THE SOUTHWEST CORNER OF LOT 7, BLOCK 3 OF "TURNBERRY"; THENCE N 89°50'47" E ALONG THE SOUTHERLY LINE OF SAID LOT 7 FOR 120.00'; THENCE S 00°01'32" E ALONG A WESTERLY LINE OF "TURNBERRY" FOR 1086.83'; THENCE N 00°01'32" W ALONG THE SOUTHERLY LINE OF SAID LOT 7 FOR 10.16' TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 1 OF "TURNBERRY"; THENCE N 89°50'47" E ALONG THE SOUTHERLY LINE OF SAID LOT 12 FOR 120.00' TO THE "POINT OF BEGINNING" OF SAID TRACT OF LAND.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS THE DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC USE THE STREETS, AS DESTICATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE TO THE PUBLIC USE THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND OTHER UTILITIES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF THE FOREGOING UTILITIES, APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAY FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND OTHER UTILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAY WATER LINES AND OTHER UTILITIES EASEMENTS, SHOWN IN SAID PLAT, FOR THE PURPOSE OF FURNISHING EACH LOT WITH THE UTILITY EASEMENTS AND RIGHT-OF-WAY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND OTHER UTILITIES, AND NECESSARY TO REPAIR OR REPLACE UNDERGROUND WATER OR SEWER MAINS, ELECTRIC, NATURAL GAS, COMMUNICATION OR TELEPHONE SERVICE.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE SHALL BE LOCATED ALONG EAST 43RD STREET AND EAST 44TH STREET AND WEST BOUNDARIES OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND. IN THE EVENT OF A SERVICE INTERRUPTION, THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT OF WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.

C. RESTRICTED WATERLINE EASEMENT

THE RESTRICTED WATERLINE EASEMENT (R/W/E) SHOWN ON THE PLAT IS HEREBY ESTABLISHED FOR AND RESTRICTED TO THE USE OF THE WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4. THE SUCCESSORS AND ASSIGNS FOR WATERLINE CONSTRUCTION, OPERATION AND MAINTENANCE, HOWEVER, OTHER RIGHTS ARE GRANTED THE USE OF THIS EASEMENT FOR CROSSING ACCESS TO THEIR FACILITIES.

D. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT. 2. WITHIN THE DEFICIT UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTIGUOUS EXISTING GROUND TO THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN SHALL BE PROHIBITED. 3. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

SECTION II. RESTRICTIONS

A. LOT USE NO BUILDING EXCEPT A SINGLE-FAMILY RESIDENTIAL DWELLING (HEREINAFTER SOMETIMES CALLED "DWELLING") SHALL BE ERRECTED, MAINTAINED, OR PERMITTED ON ANY LOT OR PORTION THEREOF. NO DWELLING SHALL BE USED EXCEPT AS A SINGLE-FAMILY DWELLING. B. DRAINAGE NO ALTERATION OF THE DRAINAGE PLAN AS ORIGINALLY IMPLEMENTED BY DEVELOPER SHALL BE MADE. ANYONE DOES SO ALTER THE DRAINAGE PLAN, HE ASSUMES ABSOLUTE LIABILITY FOR ANY DAMAGES CAUSED TO ANY OTHER OWNER OR TO DEVELOPER AS A RESULT OF SUCH ALTERATION. C. TEMPORARY PARKING AND STRUCTURES NO VEHICLE WHICH IS NOT IN OPERATING CONDITION SHALL BE PARKED OR LEFT ANYWHERE ON ANY LOT OTHER THAN INSIDE A GARAGE OR LEFT ON ANY STREET ADJACENT TO SUCH LOT, EXCEPT FOR EMERGENCY REPAIRS. NO TRAILERS, MOTOR HOMES OR OTHER SUCH VEHICLES ON ANY PART OF THE LOT, OR ON ANY OTHER ADJACENT TO SUCH LOT, OTHER THAN IN A GARAGE OR OTHER PARTS OF THE LOT SOLELY FROM VIEW OF OTHER LOTS BY THE HOUR OR PRIVATELY. IS PROHIBITED, EXCEPT FOR SUCH TEMPORARY PERIODS, NOT TO EXCEED FORTY-EIGHT (48) HOURS AS MAY BE PERMITTED BY THE CITY OF TULSA. MAINTENANCE AFTER USE REQUIRES A BRIEF EXCEPTION TO BE MADE FOR THE CONVENIENCE OF THEIR OWNERS. A GARAGE SHALL BE USED FOR VEHICLE PARKING AND FOR RECREATIONAL ACTIVITIES. PARKING OF ANY VEHICLE ON A LOT IS PROHIBITED EXCEPT IN THE GARAGE OR ON THE DRIVEWAY APPURTENANT TO THE RESIDENCE. NO TEMPORARY HOME, MOBILE HOME, TRAILER, TENT, GARAGE, OR OTHER OUT-BUILDINGS SHALL REMAIN ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, AND NO RESIDENCE PLACED OR ERRECTED ON ANY PART OF ANY LOT SHALL BE PERMITTED TO REMAIN ON ANY LOT PRIOR TO ITS BEING FULLY COMPLETED, PROVIDED, HOWEVER, ANY TEMPORARY BUILDING OR ALTERATION OF A BUILDING ON ANY LOT, NECESSARY TO THE CONSTRUCTION OF A PERMANENT RESIDENCE, SHALL BE ERRECTED AND MAINTAINED BY THE PERSON DOING SUCH WORK.

D. BUSINESS EXCLUDING ONLY SUCH BUSINESS ACTIVITIES PERMITTED BY THE CITY AS "HOUSE OCCUPATIONS" AND PROVIDED THAT THE BUSINESS IS CONDUCTED IN THE HOME OR OFFICE, NO STORE, OFFICE OR OTHER PLACE OF BUSINESS OF ANY KIND, AND NO PHYSICALLY OR MENTALLY HANDICAPPED PERSON SHALL BE EMPLOYED OR PERMITTED TO WORK ON ANY LOT, AND NO TRADE OR PROFESSIONAL SERVICE OF ANY KIND OR CHARACTER WHATSOEVER SHALL BE CONDUCTED IN OR FROM THE BUILDINGS LOCATED ON ANY LOT OR FROM ANY LOT.

E. ANIMALS NO SWINE, HORSES, COWS, OR OTHER LIVESTOCK, AND NO PIGEONS, CHICKENS, DUCKS, TURKEYS, OR OTHER FOLLY, SHALL EVER BE KEPT ON SAID LOTS. DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE CONFINED TO THE OWNER'S LOT OR ON A LEASH HELD BY A PERSON CAPABLE OF CONTROLLING THE ANIMAL, AND NOT PERMITTED TO RUN FREE, AND FURTHER PROVIDED THEY ARE NOT KEPT, BREED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE, OR IN UNREASONABLE NUMBERS.

F. WALLS AND FENCES EXCEPT AS PLANNED OR ERRECTED BY DEVELOPER, NO SOLID WALL, FENCE, HEDGE OR OTHER IMPROVEMENTS SHALL BE ERRECTED OR MAINTAINED NEARER TO THE FRONT DWELLING ERRECTED ON SAID LOTS, EXCEPT AS PLANNED OR ERRECTED BY DEVELOPER, NO SIDE OR REAR WALL, FENCE OR HEDGE OTHER THAN THE WALL OF A BUILDING ERRECTED ON SAID LOTS, SHALL BE ERRECTED OR MAINTAINED NEARER TO THE FRONT DWELLING POINT OF BEGINNING OF SAID LOTS, THAN THE WALL OF A BUILDING ERRECTED ON SAID LOTS, MEASURED FROM THE DEVELOPED GRADE GROUND ELEVATION TO THE HIGHEST POINT OF THE HEDGE OR WALL. THE HEDGE OR WALL SHALL BE MAINTAINED IN SUCH MANNER AS TO PREVENT THE HEDGE OR WALL FROM BEING ALLOWED TO DETERIORATE. ANY HEDGE OR WALL SHALL BE MAINTAINED IN SUCH MANNER AS TO PREVENT IT FROM BEING ALLOWED TO DETERIORATE. ANY HEDGE OR WALL SHALL BE MAINTAINED IN SUCH MANNER AS TO PREVENT IT FROM BEING ALLOWED TO DETERIORATE. ANY HEDGE OR WALL SHALL BE MAINTAINED IN SUCH MANNER AS TO PREVENT IT FROM BEING ALLOWED TO DETERIORATE.

G. LANDSCAPING INDIVIDUAL LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING LANDSCAPING AND/OR STREET TREES INSTALLED BY DEVELOPER OR BUILDING CONTRACTOR ON THEIR PROPERTY.

H. ANTENNAS NO ANTENNA OR OTHER DEVICE FOR THE TRANSMISSION OR RECEPTION OF TELEVISION OR RADIO SIGNALS OR ANY OTHER FORM OF ELECTROMAGNETIC RADIATION SHALL BE ERRECTED, USED, OR MAINTAINED OUTDOORS, UNLESS ATTACHED TO A BUILDING OR STRUCTURE OR OTHERWISE, EXCEPT THAT A WIRELESS CABLE OR CORD TELEVISION ANTENNA MAY BE USED, PROVIDED IT DOES NOT EXCEED HIGHER THAN THE ROOF LINE OF THE HOUSE. A DISH ANTENNA MAY BE USED IF NOT EXTENDING HIGHER THAN THE MAINTAINED AT GROUND LEVEL AND IS LARGER THAN 18" IN DIAMETER MAY NOT BE VIEWED ON THE BUILDING.

I. SIGNS NO ADVERTISING SIGNS (EXCEPT ONE OF NOT MORE THAN THREE (3) SQUARE FEET "FOR RENT" OR "FOR SALE" PER LOT), BILLBOARDS, UNDESIRABLE OBJECTS OR NUISANCES SHALL BE ERRECTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT, UNLESS THEY ARE ERRECTED, PLACED OR PERMITTED TO REMAIN FOR ANY PURPOSE WHICH MAY ENHANCE THE HEALTH, SAFETY OR WELFARE OF THE OWNER, OR ANY RESIDENTS THEREOF. THESE RESTRICTIONS SHALL NOT APPLY TO THE BUSINESS ACTIVITIES, SIGNS, BILLBOARDS, OR THE CONSTRUCTION OR MAINTENANCE OF BUILDINGS, IF BY DEVELOPER, ITS AGENTS OR DESIGNATES, DURING THE CONSTRUCTION AND SALE PERIOD.

J. PROMOTIONAL ADVERTISING NO RESTRICTIONS IN THIS SECTION SHALL PROHIBIT DEVELOPER FROM CONSTRUCTING, PLACING AND MAINTAINING ONE OR MORE PROMOTIONAL SIGNS AND/OR SALES MODELS WITHIN TURNBERRY BLOCKS 11 THROUGH 15 TO AID AND PROMOTE THE SALE OF LOTS IN THIS AND OTHER SUBDIVISIONS, PROVIDED THE DEVELOPER'S SALES MODELS REMAIN WHEN ALL THE LOTS IN TURNBERRY BLOCKS 11 THROUGH 15 HAVE BEEN SOLD.

K. ADDITIONS ANY ADDITION TO THE DWELLING UNIT MUST BE OF LIKE MATERIAL, COLOR AND CRAFTSMANSHIP AS THE DWELLING ORIGINALLY CONSTRUCTED.

L. SOLAR UNITS NO SOLAR UNITS FOR HEATING OR COOLING ON OTHER PURPOSE SHALL BE ERRECTED, FRONT OF THE LOT OR FROM THE SIDE OF THE INTERSECTING STREET IF IT IS ON A MAINTAINED ON THE REAR OF THE HOUSE IF IT CONSISTS OF FLAT PLATE COLLECTORS LYING FLUSH WITH THE ROOF SURFACE AND PROTECTED THEREFROM NO MORE THAN SIX INCHES (6") ON THE SOLAR UNIT IS BOUND BY A SOLID WALL COVERED WITH SHINGLES TO MATCH THE COLOR AND TEXTURE OF THE EXISTING ROOF.

M. DESTRUCTION OF DWELLING IN THE EVENT THAT A STRUCTURE IS DESTROYED, WHOLLY OR PARTIALLY BY FIRE OR OTHER CAUSE, THE STRUCTURE SHALL BE ERRECTED, REPAIRED OR REPLACED TO CONFORM TO THIS DECLARATION, OR ALL REMAINING STRUCTURES INCLUDING THE DEBRIS AND FOUNDATIONS SHALL BE REMOVED FROM THE LOT. AT THE TIME OF SUCH DESTRUCTION, OWNER AGREES TO PLACE, CONTAIN OR ENCLOSURE THE LOT FOR DISCARDED BUILDING MATERIALS WHICH ARE EASILY DISPLACED BY WIND. OWNER FURTHER AGREES THAT HE WILL REMOVE ALL DISCARDED BUILDING MATERIAL, TRASH, DEBRIS, ETC., FROM THE LOT WEEKLY, DURING CONSTRUCTION.

N. ADDITIONAL OR AMENDED RESTRICTIONS THE DEVELOPER MAY INCLUDE RESTRICTIONS, OTHER THAN THOSE SET OUT HEREIN, IN PLAN AS NOW SET FORTH AND SUCH OTHER RESTRICTIONS SHALL BE BINDING ON THE PART OF THE BUYER AND THE RESPECTIVE PARTIES IN THE SAME MANNER AS THOUGH THEY HAD BEEN EXPRESSLY HEREIN.

O. DEEDS THE RESTRICTIONS HEREBY SET OUT SHALL BE REFERRED TO, ADOPTED AND MADE A PART OF EACH AND EVERY CONTRACT AND DEED EXECUTED BY AND ON BEHALF OF THE DEVELOPER AND SUBSEQUENT LOT OWNERS AS THOUGH INCORPORATED IN FULL. THEREOF; NO SUCH INTENT AND PURPOSES AS THOUGH INCORPORATED IN FULL. THEREOF; NO SUCH INTENT AND PURPOSES AS THOUGH INCORPORATED IN FULL. THEREOF; NO SUCH INTENT AND PURPOSES AS THOUGH INCORPORATED IN FULL. THEREOF;

P. DURATION THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTS OF THE LAND AND PERSONS CLAIMING UNDER THEM UNTIL THE YEAR 2015 A.D., AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS REVOKED AS HEREINAFTER PROVIDED.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF OWNERS' ASSOCIATION THE DEVELOPERS HAVE FORMED OR SHALL CAUSE TO BE FORMED THE TURNBERRY PROPERTY OWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION") A NON-PROFIT ENTITY ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA AND FORMED ONLY FOR THE PURPOSES OF MAINTAINING THE COMMON AREAS.

B. MEMBERSHIP EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT TO AND MAY NOT BE SEPARATED FROM THE ASSOCIATION SHALL BE APPURTENANT TO THE LOT. A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS THE OWNERS AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION AN ANNUAL ASSESSMENT PER LOT OWNED; PROVIDED, HOWEVER, THE BOARD OF DIRECTORS MAY INCREASE EACH YEAR SUBSEQUENT TO THE INITIAL ASSESSMENT YEAR, THE MAXIMUM ASSESSMENT BY THE PERCENTAGE INCREASE, IF ANY, OF THE CONSUMER PRICE INDEX OCCURRING OVER THE 12 MONTHS ENDING 60 DAYS PRIOR TO THE CURRENT ASSESSMENT PERIOD; OR, IF WHICHEVER IS GREATER, "CONSUMER PRICE INDEX" SHALL MEAN THE INDEX PUBLISHED BY THE U.S. DEPARTMENT OF LABOR FOR THE AREA INCLUDING TULSA, OKLAHOMA. ANNUAL ASSESSMENTS EXCEPTING THE AMOUNT ABOVE SET FORTH SHALL REQUIRE THE APPROVAL OF 75% OF THE OWNERS OF RESIDENTIAL SUBDIVISION. ANNUAL ASSESSMENTS TOGETHER WITH 10% INTEREST, COSTS AND REASONABLE ATTORNEY'S FEES, SHALL BE DUE TO THE ASSOCIATION ON THE 15TH DAY OF THE MONTH OF JANUARY OF EACH YEAR. THE OBLIGATION OF THE OWNERSHIP OF THE LOT AT THE TIME OF THE ASSESSMENT SHALL BE SUBORDINATE TO THE LIEN OF A FIRST MORTGAGE.

D. CERTAIN RIGHTS OF THE ASSOCIATION WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE ENTITLED TO THE SAME EXTENT AS ANY OTHER ENTITY TO ENFORCE SAID COVENANTS AND AGREEMENTS.

E. ADDITIONAL AREAS THE OWNER MAY ACQUIRE ADDITIONAL PROPERTY ADJACENT TO TURNBERRY BLOCKS 11 THROUGH 15, CONSEQUENTLY, HE, HIS SUCCESSIONS AND ASSIGNS RESERVE THE RIGHT TO DEVELOP AND ADD ADDITIONAL LAND IN THIS AREA TO THIS DEVELOPMENT AND THE PROPERTY OWNERS ASSOCIATION OF THE DEVELOPMENT. THE DEVELOPER AND HIS SUCCESSIONS OR ASSIGNS, SHALL BE ENTITLED TO THE SAME EXTENT AS ANY OTHER ENTITY TO ENFORCE SAID COVENANTS AND AGREEMENTS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT THE RESTRICTIONS HEREBY SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE DEVELOPERS, THEIR SUCCESSORS AND ASSIGNS, AND FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS OF SECTION I ARE SET FORTH IN THIS SECTION. THE RESTRICTIONS HEREBY SET FORTH SHALL BE ENFORCEABLE HEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE COUNTY OF WAGONER, OKLAHOMA. THE COVENANTS WITHIN SECTION II SHALL INURE TO THE BENEFIT OF OWNERS OF RESIDENTIAL SUBDIVISION. IF THE DEVELOPER OR OWNERS OF LOTS WITHIN TURNBERRY BLOCKS 11 THROUGH 15, OR THEIR SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE DEEMED TO BE A VIOLATION OF THE COVENANTS WITHIN SECTION I. THE DEVELOPER OR OWNERS OF LOTS WITHIN TURNBERRY BLOCKS 11 THROUGH 15, OR THEIR SUCCESSORS OR ASSIGNS, SHALL BE ENTITLED TO THE SAME EXTENT AS ANY OTHER ENTITY TO ENFORCE SAID COVENANTS AND AGREEMENTS.

B. AMENDMENT OR TERMINATION THE COVENANTS CONTAINED WITHIN SECTION I MAY BE AMENDED, MODIFIED, CHANGED, OR CANCELLED ONLY BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, APPROVED BY THE COUNTY OF WAGONER, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED. THE COVENANTS OF SECTION I HEREBY ESTABLISHED MAY BE AMENDED, MODIFIED, CHANGED, OR CANCELLED ONLY IF 75% OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION, AND THE PROVISIONS OF SUCH INSTRUMENT SHALL BE BINDING FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

C. SEVERABILITY INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY INVALUATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF, AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, LONGFORD AT TURNBERRY, L.L.C., A NEVADA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 19TH DAY OF MARCH, 2001.

LONGFORD AT TURNBERRY, L.L.C. MANAGING MEMBER OF LONGFORD AT TURNBERRY, L.L.C.

JOHN K. MURTAGH PRESIDENT, LONGFORD HOMES OF OKLAHOMA, INC., MANAGING MEMBER

STATE OF OKLAHOMA ) SS. COUNTY OF TULSA )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 19TH DAY OF MARCH, 2001, BY

JOHN K. MURTAGH, AS PRESIDENT OF LONGFORD HOMES OF OKLAHOMA, INC., MANAGING MEMBER.

AUGUST 26, 2001 MY COMMISSION EXPIRES

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 19TH DAY OF MARCH, 2001, BY THEOREDOR A. SACK.

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