

TURNBERRY BLOCKS 6 THROUGH 10

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



PLAT No.
FINAL PLAT
CERTIFICATE OF APPROVAL
I hereby certify that this plat was approved by the Register of Deeds for Wagoner County, Oklahoma, on February 27, 2001.
Commissioner: *[Signature]*
Approved: March 5, 2001 by State of Oklahoma, Wagoner County, Oklahoma
[Signatures]
Commissioner: *[Signature]*

Monumentation
ALL CORNERS SHOWN ON THIS PLAT WERE SET USING A 3/8" X 18" IRON PIN WITH A YELLOW CAP STAMPED "SACK LS 1139".

Curve	Radius	Delta	Length
C1	20.00'	90°02'24"	31.43'
C2	20.00'	89°57'36"	31.40'
C3	20.00'	89°55'19"	31.39'
C4	20.00'	90°04'41"	31.44'

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.

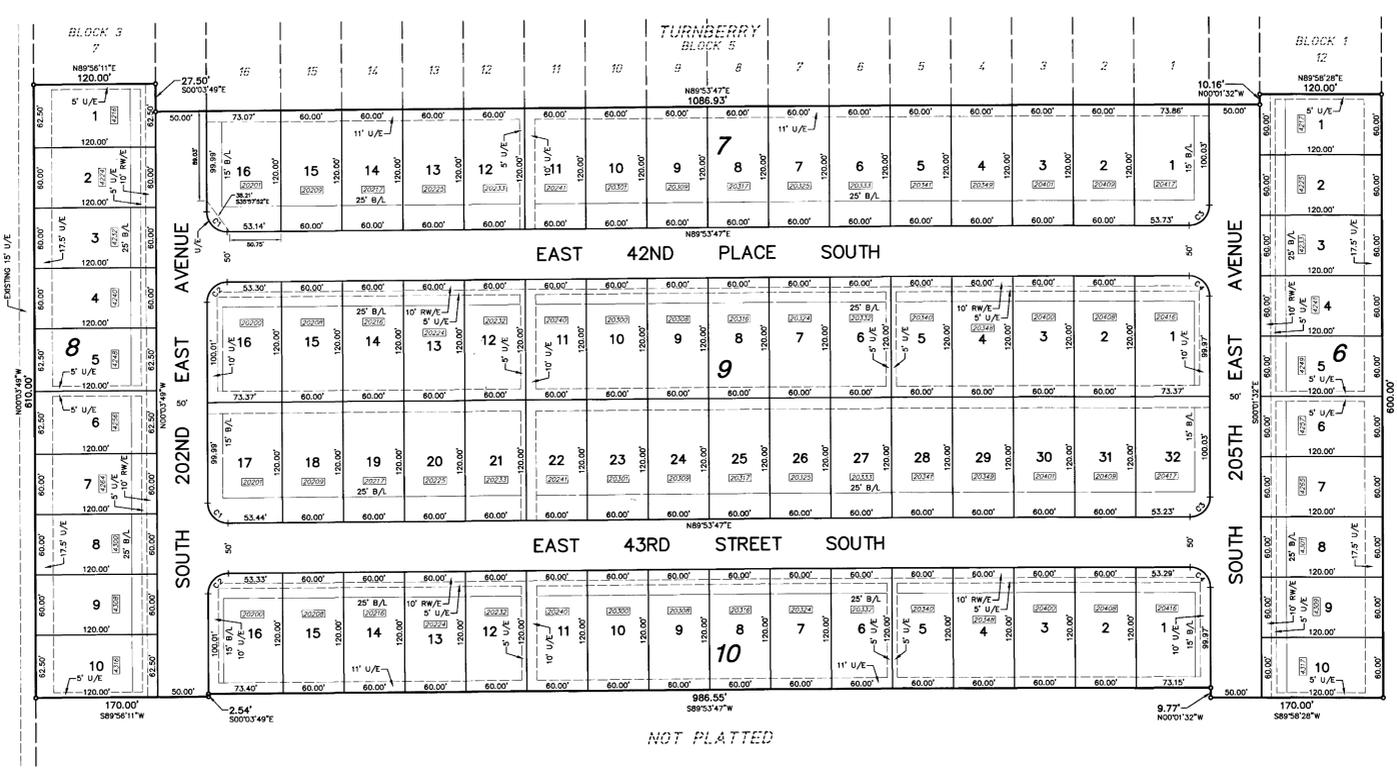
Owner
LONGFORD AT TURNBERRY, L.L.C.
2260 CORPORATE CIRCLE, SUITE 400
HENDERSON, NV 89014
PHONE: (702) 454-5300

Engineer / Surveyor
SACK AND ASSOCIATES, INC.
SANTA FE DEPOT
111 SOUTH ELGIN AVENUE
TULSA, OKLAHOMA 74120-1818
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 84 LOTS IN 5 BLOCKS
BLOCK 6 CONTAINS 1.6529 ACRES
BLOCK 7 CONTAINS 2.7148 ACRES
BLOCK 8 CONTAINS 1.6804 ACRES
BLOCK 9 CONTAINS 5.4287 ACRES
BLOCK 10 CONTAINS 2.7139 ACRES

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



CERTIFICATE
As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes levied on this plat, all taxes have been paid as reflected by the current tax rolls and security as required by said Section 514. Has been provided in the amount of \$ 101.76 per acre record no. 57442.
This certificate is NOT to be construed as payment of 2001 taxes in full but is given in order that this plat may be filed for record on 2/27/01. Taxes could be levied by the assessor of the county department.
Date: *April 5, 2001*
MARY SUZ FISHER
WAGONER COUNTY TREASURER
By: *Mary Suz Fisher*

KNOW ALL MEN BY THESE PRESENTS:

THAT LONGFORD AT TURNBERRY, L.L.C., A NEVADA LIMITED LIABILITY COMPANY, HEREINAFTER 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°53'47" W ALONG THE NORTHERLY LINE OF SECTION 30 TO 1312.41' TO A POINT ON THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF "TURNBERRY"; AN ADDITION TO WAGONER COUNTY, OKLAHOMA; THENCE S 00°13'32" E PARALLEL WITH THE EASTERLY LINE OF SECTION 30 AND SAID SAID EXTENSION AND ALONG THE EASTERLY LINE OF "TURNBERRY" FOR 620.00' TO THE SOUTHWEST CORNER OF "TURNBERRY" AND THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUOUSLY S 00°13'32" E FOR 800.00'; THENCE S 89°58'28" W FOR 170.00'; THENCE N 00°01'32" W FOR 97.72'; THENCE S 89°53'47" W AND PARALLEL WITH THE NORTHERLY LINE OF SECTION 30 FOR 888.55'; THENCE S 00°03'49" E FOR 2.54'; THENCE S 89°58'11" W FOR 170.00'; TO A POINT ON THE EASTERLY LINE OF "MARLBOROUGH COUNTRY ESTATES"; AN ADDITION TO WAGONER COUNTY, OKLAHOMA; THENCE N 00°03'49" W ALONG SAID EASTERLY LINE FOR 610.00' TO A POINT THAT IS THE SOUTHWEST CORNER OF LOT 7, BLOCK 9 OF "TURNBERRY"; THENCE N 89°58'11" E ALONG THE SOUTHERLY LINE OF SAID LOT 7 FOR 120.00'; THENCE S 00°03'49" 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 FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE THE PUBLIC USE OF THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING TOWNSEWER, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, VALVES, MASTS AND EQUIPMENT FOR EACH OF THE ABOVE SAID UTILITIES AND APPURTENANCES THEREWITH WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT OF WAY FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND STRUCTURE THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERRECTED, INSTALLED OR PERMITTED UPON OR RIGHTS OF WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, AND REPAIR WATER AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OF LINES, AND THE USE OF THE UTILITY EASEMENTS, SHOWN IN SAID PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED IN SAID PLAT. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING AND PAINT LOCATED WITHIN THE UTILITY EASEMENT OR RIGHTS OF WAY IS 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 SERVICES MAY BE LOCATED ALONG EAST AND WEST SIDES OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLES OR TRANSFORMERS. THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURES AS MAY BE LOCATED UPON SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO PARTICULAR STRUCTURE OR SUPPLIES OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EXCLUSIVE AND INCLUSIVE 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 STRUCTURE.
- 2. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON SAID PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING OR REPLACING ANY PORTION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- 3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON SAID PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING OR REPLACING ANY PORTION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- 4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED WITHIN THE UTILITY EASEMENT OR RIGHTS OF WAY. THE ALTERATION OF OR OBSTRUCTION OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELIEF OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- 5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES BY THE ENFORCEMENT OF THE SUPPLIER OF SUCH ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HERETO.
- C. RESTRICTED WATERLINE EASEMENT**
THE RESTRICTED WATERLINE EASEMENT (RW/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. THEIR SUCCESSORS AND ASSIGNS, FOR THE PURPOSES OF ORDINARY MAINTENANCE OF WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4. OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELIEF OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 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 DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF SUCH FACILITIES 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 PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELIEF OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

Deed of Dedication and Restrictive Covenants

- 4. GREEN COUNTRY SEWER COMPANY OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELIEF OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.**
- 5. WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENTS-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THEIR DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.**
- 6. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OR REPAIR OF THE PUBLIC WATER OR SEWER FACILITIES WITHIN THE EASEMENT AREAS; PROVIDED, HOWEVER, THAT THE WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY SHALL HAVE REASONABLE CARE IN THE PERFORMANCE OF SUCH SERVICES.**
- 7. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE WAGONER COUNTY RURAL WATER, SEWER, GAS AND SOLID WASTE MANAGEMENT DISTRICT NO. 4 AND GREEN COUNTRY SEWER COMPANY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HERETO.**
- SECTION II. RESTRICTIONS**
 - A. LOT USE**
NO BUILDING EXCEPT A SINGLE-FAMILY RESIDENTIAL DWELLING (HEREINAFTER SOMETIME 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 SO AS TO CHANGE OR ALTER THE DRAINAGE PLAN, OR ASSUME ABSOLUTE LIABILITY FOR 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. THE PARKING, PLACING OR MAINTAINING OF BOATS, TRAILERS, HORSE TRAILERS, MOBILE HOMES, CAMPERS, MOTOR HOMES OR OTHER SUCH VEHICLES ON ANY PART OF THE LOT, OR ON ANY STREET ADJACENT TO SUCH LOT, OTHER THAN IN A GARAGE OR OTHER PARTS OF THE LOT, SCREENED FROM VIEW OF OTHER LOTS BY THE HOUSE OR PRIVACY WALL, IS PROHIBITED. EXCEPT FOR SUCH TEMPORARY PARKING, NO TRUCKS, TRAILERS, OR OTHER VEHICLES SHALL BE OCCUPIED OR STORED ON ANY LOT FOR MORE THAN (48) HOURS, AS MAY OCCASIONALLY ARISE WHEN PREPARATION FOR USE OR REPAIR OF SUCH VEHICLES IS REQUIRED. SUCH TEMPORARY PARKING SHALL BE CONVENIENCE OF THEIR OWNERS. A GARAGE SHALL BE USED FOR VEHICLE PARKING AND STORAGE PURPOSES ONLY AND SHALL NOT BE CONVERTED FOR USE AS A LIVING AREA OR FOR RECREATIONAL ACTIVITIES. PARKING OF ANY VEHICLE ON A LOT IS PROHIBITED EXCEPT IN THE GARAGE OR ON THE DRIVEWAY APPURTENANT TO THE RESIDENCE.
 - D. BUSINESS**
NO TEMPORARY HOUSE, MOBILE HOME, TRAILER, TENT, GARAGE, OR OTHER OUT-BUILDINGS SHALL REMAIN ON ANY LOT OR BE USED 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 OCCUPIED IN ANY MANNER AT ANY TIME PRIOR TO THE BEING FULLY COMPLETED, PROVIDED, HOWEVER, THAT DURING THE ACTUAL CONSTRUCTION OR ALTERATION OF A BUILDING ON ANY LOT, NECESSARY TEMPORARY BUILDINGS OR STRUCTURES SHALL BE ERRECTED AND MAINTAINED BY THE PERSON DOING SUCH WORK.
 - E. ANIMALS**
NO SWINE, HORSES, COWS, OR OTHER LIVESTOCK, AND NO PIGEONS, CHICKENS, DUCKS, TURKEYS, OR OTHER POULTRY, SHALL EVER BE KEPT UPON SAID LOTS, DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE CONFINED TO THEIR 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 THAT THEY ARE NOT KEPT, BRED 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 ON THE FRONT PROPERTY LINE WITH THE WALLS, ATTACHED OPEN PORCH OR BALCONY OF THE BUILDING OR RAILING ERRECTED ON THE FRONT PROPERTY LINE. NO WALLS, FENCES OR OTHER STRUCTURE OR IMPROVEMENTS SHALL BE ERRECTED OR MAINTAINED ON THE SIDE OR REAR WALL, FENCE OR HEDGE OTHER THAN THE WALL OF A BUILDING OR RAILING ERRECTED ON SAID PROPERTY LINE. NO WALLS, FENCES OR OTHER STRUCTURE MORE THAN SIX FEET (6') MEASURED FROM THE DEVELOPED GRADE ELEVATION TO THE HIGHEST POINT OF THE FENCE OR HEDGE SHALL BE ERRECTED OR MAINTAINED IN THEIR ORIGINAL CONDITION AND COLOR AND SHALL NOT BE ALLOWED TO WEAR THINNY INCHES (3/8") IN HEIGHT, NO BARBED WIRE, WELDED WIRE, OR WELDED FENCE SHALL BE PERMITTED ON ANY LOT. OWNERS SHALL PROMPTLY REMOVE GRAFFITI FROM ALL WALLS AND FENCES ON THEIR LOTS.
 - 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 TELEVISIONS OR RADIO SIGNALS OR ANY OTHER FORM OF ELECTROMAGNETIC RADIATION SHALL BE ERRECTED, USED OR MAINTAINED OUTDOORS, WHETHER ATTACHED TO A BUILDING OR STRUCTURE OR OTHERWISE, EXCEPT THAT A WIRELESS CABLE OR COLOR TELEVISION ANTENNA MAY BE ERRECTED, USED OR MAINTAINED OUTDOORS, PROVIDED THAT THE ROOF LINE OF THE HOUSE, A DISH ANTENNA MAY BE USED IF IT IS INSTALLED AND MAINTAINED AT LEAST 10 FEET ABOVE THE GRADE AND SHALL NOT BE MORE THAN 10 FEET ABOVE THE GRADE AND SHALL NOT BE MORE THAN 18" IN DIAMETER MAY BE MOUNTED ON THE BUILDING.
 - I. SIGNS**
NO ADVERTISING SIGNS (EXCEPT ONE NOT MORE THAN THREE (3) SQUARE FEET "FOR RENT" OR "FOR SALE" SIGN PER LOT), BILLBOARDS, UNSIGHTLY OBJECTS OR NUISANCES SHALL BE ERRECTED, PLACED OR PERMITTED TO REMAIN ON THE PREMISES, NOR SHALL THE PREMISES BE USED IN ANY MANNER OR FOR ANY PURPOSE WHICH ENDANGER THE HEALTH, SAFETY OR WELFARE OF THE OWNER OF ANY RESIDENTS THEREOF. THESE RESTRICTIONS SHALL APPLY TO THE BUSINESS ACTIVITIES, SIGNS, BILLBOARDS, OR THE CONSTRUCTION OR MAINTENANCE OF BUILDINGS, IF ANY, OF DEVELOPER, ITS AGENTS OR DESIGNEES, DURING THE CONSTRUCTION AND SALE PERIOD.
- J. PROMOTIONAL ADVERTISING**
NO RESTRICTIONS IN THIS SECTION SHALL PREVENT DEVELOPER FROM CONSTRUCTING, PLACING AND MAINTAINING ONE OR MORE PROMOTIONAL SIGNS AND/OR SALES MODELS WITHIN TURNBERRY BLOCKS 6 THROUGH 10 TO AD AND PROMOTE THE SALE OF LOTS IN THIS AND OTHER SUBDIVISIONS, PROVIDED THE DEVELOPER'S SALES MODELS RIGHT SHALL TERMINATE AND BE CONVERTED INTO ONE OR MORE REGULAR RESIDENTIAL LOTS WHEN ALL THE LOTS IN TURNBERRY BLOCKS 6 THROUGH 10 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 OR OTHER PURPOSE SHALL BE ERRECTED, CONSTRUCTED, INSTALLED OR MAINTAINED ON ANY LOT IF IT IS VISIBLE FROM THE FRONT OF THE LOT OR FROM THE SIDE OF THE INTERSECTING STREET IF IT IS ON A CORNER LOT. A SOLAR UNIT MAY BE ERRECTED, CONSTRUCTED, INSTALLED OR MAINTAINED ON THE REAR OF THE HOUSE IF IT CONSISTS OF FLAT PLATE COLLECTORS LYING FLUSH WITH THE ROOF SURFACE AND PROTRUDING THEREFROM NO MORE THAN SIX INCHES (6") OR THE SOLAR UNIT IS ROOVED IN 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 CASUALTY, SAID STRUCTURE SHALL BE PROPERLY REBUILT, 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 CONSTRUCTION COMPLETION, OWNER AGREES TO PLACE A CONTAINED OR ENCLOSED ON THE LOT FOR DISCARDED BUILDING MATERIALS WHICH ARE EASILY DISPLACED BY WIND OR 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 THESE SET FORTH HEREIN, IN ANY CONTRACT OR DEED TO ANY LOTS WITHIN THIS SUBDIVISION. THE GENERAL PLAN AND NOW SET FORTH, AND SUCH OTHER RESTRICTIONS AS INCORPORATED IN THE BENEFIT OF AND BIND THE RESPECTIVE PARTIES IN THE SAME MANNER AS THOUGH THEY HAD BEEN EXPRESSED HERETO.
- O. DEEDS**
THE RESTRICTIONS HEREIN 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 OF SAID PROPERTY AND ANY PART THEREOF, TO ALL SUCH INTENTS AND PURPOSES AS THOUGH INCORPORATED IN FULL THEREOF, AND EACH SUCH CONTRACT AND/OR DEED SHALL BE CONCLUSIVELY HELD TO HAVE BEEN SO EXECUTED, DELIVERED AND ACCEPTED UPON THE EXPRESS CONDITIONS HEREIN STATED.
- P. DURATION**
THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL MEMBERS OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO ALL SUCH INTENTS AND PURPOSES AS THOUGH INCORPORATED IN FULL THEREOF. AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS REVOKED AS HEREINAFTER PROVIDED.

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 II HEREBY ESTABLISHED MAY BE AMENDED, MODIFIED, CHANGED, OR CANCELLED ONLY BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 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.

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.
By: *[Signature]*
PRESIDENT, LONGFORD HOMES OF OKLAHOMA, INC., MANAGING MEMBER

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.
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

[Signature]
NOTARY PUBLIC
STATE OF OKLAHOMA

Certificate of Survey
I, THEODORE A. SACK, OF SACK AND ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "TURNBERRY BLOCKS 6 THROUGH 10," A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS 19TH DAY OF MARCH, 2001.

[Signature]
THEODORE A. SACK
REGISTERED PROFESSIONAL LAND SURVEYOR, OKLAHOMA NO. 1139

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.
THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS 19TH DAY OF MARCH, 2001, BY THEODORE A. SACK.

AUGUST 26, 2001
MY COMMISSION EXPIRES

[Signature]
NOTARY PUBLIC
STATE OF OKLAHOMA

Planning Commission Approval
I, *[Signature]*, CHAIRMAN/SECRETARY OF THE WAGONER METROPOLITAN AREA PLANNING COMMISSION, HEREBY CERTIFY THAT THE SAID COMMISSION DID APPROVE THE ANNEXED MAP OF TURNBERRY BLOCKS 6 THROUGH 10 ON THE 27TH DAY OF FEBRUARY, 2001.

[Signature]
PLANNING COMMISSION SECRETARY

Oklahoma Department of Environmental Quality Approval
I CERTIFY THAT I HAVE APPROVED THE APPLICATION AND PLAN FOR A PLAT OF A RESIDENTIAL DEVELOPMENT WHICH IS ON FILE AT THE WAGONER OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY, AND HEREBY APPROVE THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND PRIVATE SEWAGE SYSTEMS.

[Signature]
4701