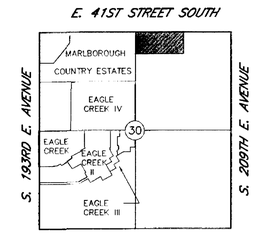
TURNBERRY

A TRACT OF LAND IN NE/4 OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, OKLAHOMA

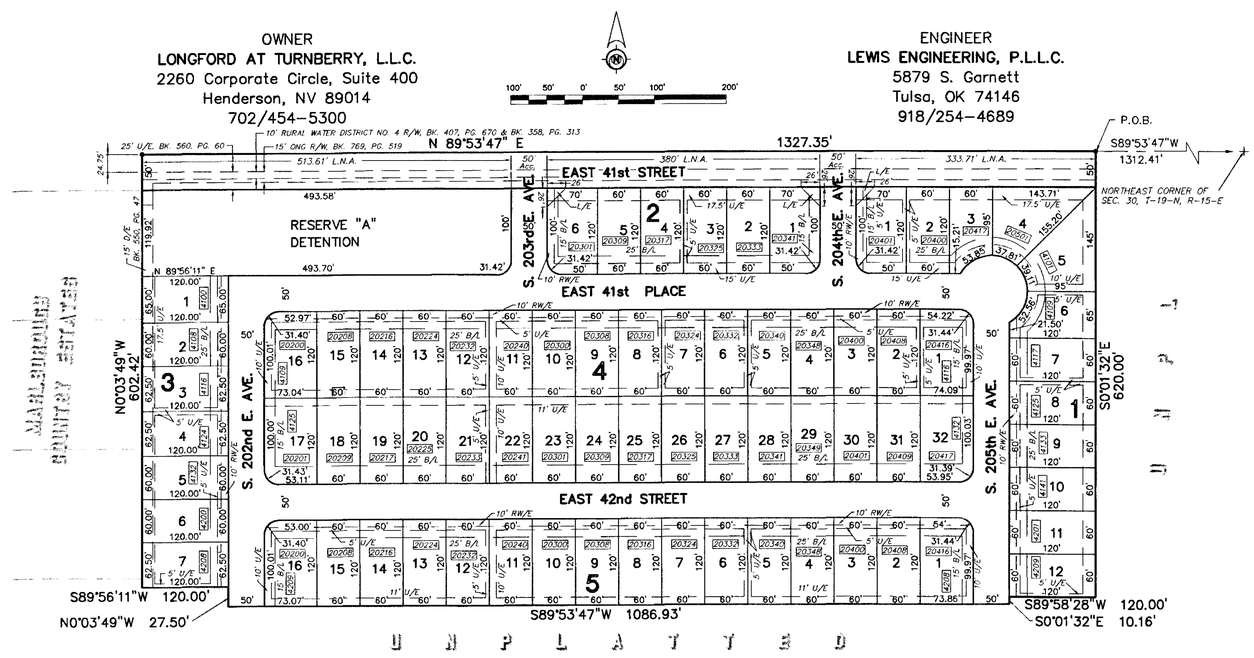
R 15 E



LOCATION MAP
19.09 Ac.
73 Lots

OWNER
LONGFORD AT TURNBERRY, L.L.C.
2260 Corporate Circle, Suite 400
Henderson, NV 89014
702/454-5300

ENGINEER
LEWIS ENGINEERING, P.L.L.C.
5879 S. Garnett
Tulsa, OK 74146
918/254-4689



PLAT No.

FINAL PLAT
CERTIFICATE OF APPROVAL
I hereby certify that this plat was approved by the Wagoner Metropolitan Area Planning Commission on 6-21-00
Brenda Hutchison, Clerk
WMAPC OFFICIAL

APPROVED 7-3-00 by the Board of County Commissioners, Wagoner, County, Oklahoma.
Chairman
Commissioner
Commissioner

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat all such 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 $ 1200.00 per trust receipt no. 5722 to be applied to 2000 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of 2000 taxes in full but is given in order that this plat may be filed of record 2000 taxes could exceed the amount of the security deposit.

Dated 8-14- 2000

MARY SUE TEDDER
WAGONER COUNTY TREASURER
By Gloria Marshall Deputy

LEGEND

B/L – Building Line
U/E – Utility Easement
L.N.A. – Limits of No Access
F/E – Fence Easement
L/E – Landscape Easement
P.O.B. – Point of Beginning
RW/E – Restricted Water Line Easement
C-1 – Curve No.
20200 – Street Address

Note:
1. The basis of bearings is an assumed N89°53'47"E bearing of the north section line.
2. This plat meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

"Addresses shown on this plat were accurate at the time this plat was filled. Addresses are subject to change and should never be relied on in place of legal descriptions."

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: 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:

Part of the NE/4 Section 30, T19N, R15E of the Indian Base and Meridian, Wagoner County, Oklahoma according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northeast corner of said Section; thence S89°53'47"W along the North line of said section 1312.41 to the point of beginning; thence S00°01'32"E and parallel with the East line of said section 620.00 feet; thence S89°58'28"W 120.00 feet; thence S00°01'32"E 10.16 feet; thence S89°53'47"W 1086.93 feet; thence N00°03'49"W 27.50 feet; thence S89°56'11"W 120.00 feet to a point on the East line of MARLBOROUGH COUNTRY ESTATES, an addition in Wagoner County; thence N0°03'49"W along said East line 602.42 feet to the Northeast corner of said Addition; thence N89°53'47"E along the North line of said section 1327.35 feet to the point of beginning; containing 19.09 acres, more or less.

and has caused the same to be surveyed, staked and platted into blocks, lots and streets and has designated the same as "TURNBERRY", a subdivision in Wagoner County, Oklahoma.

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 for the public use 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 storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said utility easements and right-of-ways for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown; PROVIDED, HOWEVER, that the Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements, shown in said plat, for the purpose of furnishing water and/or sewer services to the area included in said plat. The owner of each lot shall be responsible for the repair and replacement of any landscaping and paving located within the utility easements in the event it is necessary to repair and 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 41st Street and the west boundary 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 easement-ways reserved for general utility services, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

2. Underground service cables to all structures which may be located on all lots in the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable to a particular structure, the suppliers of electric or communication service shall thereafter be deemed to have a definitive, 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 structure.

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 easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

4. The owner of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. The Utility Company will be responsible for ordinary maintenance of underground electric and communication facilities, but the owner will pay for damage or relocation 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 shall be enforceable by the supplier of electric or communication service, and the owner of each lot agrees to be bound hereby.

C. Restricted Waterline Easement

1. 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, Solid Waste, and Natural Gas District No. 4, their sucessors and assigns for waterline construction, operation and maintenance. However, other utilities 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 depicted utility easement areas, the alteration of grade in excess of 3 feet from the contours existing upon the completion of the installation of a public water or sewer main or any construction activity which may interfere with public water or sewer mains shall be prohibited.

3. Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 or its successors will be responsible for ordinary maintenance of public 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.

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 relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

5. Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas 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 easement-ways shown on said plat, or provided for in this 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, the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and Green Country Sewer Company shall use reasonable care in the performance of such activities.

7. The foregoing covenants set forth in this Paragraph C shall be enforceable by the Wagoner County Rural Water, Sewer, Solid Waste, and Natural Gas District No. 4 and Green Country Sewer Company or its successors, and the owner of each lot agrees to be bound hereby.

E. Limits of No Access

The undersigned Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 41st Street South within the bounds designated as "Limits Of No Access" (L.N.A.) as shown on the attached plat, which "Limits of No Access" may be modified, amended, or released by the concurring approval of Wagoner County, or its successor, or as otherwise provided by the Statutes and laws of the State of Oklahoma pertaining thereto.

The foregoing covenant concerning Limits of No Access shall be enforceable by Wagoner County, and the owner of each lot agrees to be bound hereby.

F. Landscape Easement

The Owner herein establishes for the benefit of the Property Owners' Association a perpetual easement as depicted on the accompanying plat as "landscape easement", for the purposes of the erection and maintenance of decorative fencing and walls and landscaping and irrigation system and maintenance of such facilities shall be the obligation of the property owners' association.

G. RESERVE "A"

Reserve "A" is hereby established for green belt and detention purposes for subsequent conveyance to the property owners association.

1. For the Common use and benefit of the owners of lots within the Subdivision and for the benefit of Wagoner County detention and drainage facilities are to be constructed in Reserve Area "A" on the plat which is necessary to meet Wagoner County detention requirements applicable to the Subdivision, and for the further purpose of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the Subdivision and from properties outside the subdivision.

2. Detention and drainage facilities constructed in detention easements shall be in accordance with adopted standards of the Wagoner County, and plans and specifications approved by the County Engineer of Wagoner County.

3. No fence, wall building, or other obstruction may be placed or maintained in the detention easement areas nor shall there by any alteration of the grades or contours in such ease easement areas unless approved by the County Engineer of Wagoner County; provided, however, that the planting of turf or single trunk trees having a caliber of not less than two and one-half (2-1/2) inches shall not require the approval of the County Engineer of Wagoner County.

4. The detention easements or drainage facilities located thereon shall be maintained by the Association in accordance with the following standards

(1) The detention easement areas shall be kept free of silt, obstruction and debris;

(2) The detention easement areas shall be mowed during the growing season at intervals not exceeding four (4) weeks.

(3) Concrete appurtenances, if any shall be maintained in good and working condition; and

(4) Trickle channels, if any, shall be cleaned of siltation and vegetation twice yearly.

5. In the event the Association should fail to properly maintain the detention easement areas and facilities there situated Wagoner County, or its designated contractor, may enter the detention easement areas and perform maintenance necessary to the achievement of the intended drainage and detention functions, and the cost thereof shall be paid by the Association.

6. In the event the aforesaid Association fails to pay the cost of land maintenance after completion of the maintenance and receipt of a statement of cost, Wagoner County may file of record a copy of the statement of cost, and thereafter the costs shall be a lien against each of the lots within the Subdivision: PROVIDED, HOWEVER, the lien against each lot shall not exceed its proportionate share, based on the total number of lots in the Association, of the Association's cost of maintenance. A lien established shall be subordinate to the lien of any first mortgage, as above provided may be foreclosed by Wagoner County.

SECTION II. RESTRICTIONS

A. Lot Use

No building except a single-family residential dwelling (hereinafter sometimes called "dwelling") shall be erected, maintained, or permitted on any lot or portion thereof. No dwelling shall be used except as a single-family dwelling.

DEQ CERTIFICATE

I certify that I have approved the application and plan for a plat of 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.

Dated 5-10 2000

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

TURNBERRY
Sheet 1 of 2

FILE DATE: 08/14/2000 FILE TIME: 02:32
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK
BOOK: PLC4 PAGE: 364
RECE#: 2000 9508

B. Drainage

No alteration of the drainage plan as originally implemented by Developer shall be made. If anyone does so alter the drainage plan, he assumes absolute liability therefor 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 periods, not to exceed forty-eight (48) hours, as may occasionally arise when preparation for use or 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 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.

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 erected on any part of any lot shall be occupied in any manner at any time prior to its being fully completed, provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of material, etc. may be erected and maintained by the person doing such work.

D. Business

Excluding only such business activities permitted by the City as "house occupations" and provided there is no external evidence of the business activity, no store, office or other place of business of any kind, and no hospital, sanitarium or other place for the care or treatment of the physically or mentally ill, nor any theater, saloon, or other place of entertainment, shall be erected or permitted upon any lot, and no trade or offensive activity 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 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 they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers.

F. Walls and Fences

Except as planned or erected by Developer, no solid wall, fence, hedge, or other improvements shall be erected or maintained nearer to the front property line than the walls, attached open porch or balcony of the dwelling erected on said lots. Except as planned or erected by Developer, no side or rear wall, fence or hedge other than the wall of a building constructed on said lots, shall be less than four feet (4') in height nor more than six feet (6') measured from the Developer graded ground elevation to the highest point of the fence or the fence posts, wall or wall posts or the hedge. Any walls installed by Developer shall be maintained in their original condition and color and shall not be allowed to deteriorate. Any fence, hedge or wall in front of the residence may not be over thirty inches (30") in height. No barbed wire, welded wire, or welded pipe 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 erected, used or maintained outdoors, whether attached to a building or structure or otherwise, except that a wireless cable or color television and radio antenna may be used, provided it does not extend higher than the roof line of the house. A dish antenna may be used if it is installed and maintained at ground level and is substantially concealed from ground level view of other residences or a dish no larger than 18" in diameter may be mounted on the building.

I. Signs

No advertising signs (except one of not more than three (3) square feet "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way or for any purpose which may endanger the health, safety or welfare of the owner of any residents thereof. These restrictions shall not 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 prohibit Developer from constructing, placing and maintaining one or more promotional signs and/or sales models within Turnberry to aid 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 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 erected, 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 erected, 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 boxed 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 commences, owner agrees to place a container or enclosure on 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 these set out herein, in any contract or deed to any lots without otherwise modifying the general plan as now set forth, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

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 Developers 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 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 including "Reserve "A" and its detention facilities and the landscaping in the landscape easements.

B. 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 from the ownership of a lot. The acceptance of a deed to 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 therefor, is deemed to covenant and agree to pay to the Association an annual assessment as established by the Board of Directors, not to exceed $150.00 per year 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 5%, 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 exceeding the amount above set forth shall require the assent of 75% of the lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorneys' fees shall be a continuing lien on the lot and the personal obligation of the ownership of the lot at the time of the assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any 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 deemed a beneficiary, to the same extent as a lot owner, of the various covenants within this document contained, and shall have the right to enforce said covenants and agreements.

E. Additional Areas

The Owner may acquire additional property adjacent to TURNBERRY. Consequently, he, his successors and assigns reserve the right to develop and add additional land in this area to this development and the Property Owners Association. The lot owners of the combined areas shall be considered as one entity for the mutual enjoyment and responsibilities of the total area.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Developers, successors and assigns and all parties claiming under them. Within the provisions of Section I, are set forth certain covenants and the enforcement rights pertaining thereto and additionally the covenants within Sections I whether or not specifically therein 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 lots within the subdivision, and the Property Owners' Association provided for in Section III. If the Developer or owners of lots within TURNBERRY, or their successors or assigns shall violate any of the covenants within Section II, it shall be lawful for any person or persons owning any lot situated within the subdivision or the property owners' association to maintain any action in law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

B. Amendment or Termination

The covenants contained within Section I may be amended, modified, changed, or canceled only by a written instrument signed and acknowledged by the owners 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 herein established may be amended, modified, changed, or canceled 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.

C. Severability

Invalidation of any restriction 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 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 2 day of August, 2000.

LONGFORD AT TURNBERRY, L.L.C.
Managing Member of Longford At Turnberry, L.L.C.
By
John K. Murtagh
President, Longford Homes of Oklahoma, Inc., Managing Member

STATE OF OKLAHOMA)
) SS
County of Tulsa)

Before me, the undersigned, a Notary Public, in and for the said County and State, on this 2 of August, 2000, personally appeared John K. Murtagh, to me known as the identical person who subscribed the name of LONGFORD AT TURNBERRY, L.L.C., thereof to the foregoing instrument as the managing member and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My commission expires:
2-25-04

CERTIFICATE OF SURVEY

I, WILLIAM E. LEWS, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have at the instance of the owner designated above, caused the above described survey performed under my supervision, and that the accompanying plat is a true and accurate representation of said survey.

Signed and sealed this 2 day of August, 2000.

Registered Land Surveyor

REGISTERED LAND SURVEYOR WILLIAM E. LEWIS L.S. 728 OKLAHOMA

STATE OF OKLAHOMA)
) SS
County of Tulsa)

Before me, the undersigned, a Notary Public in and for said County and State, on this 2 day of August, 2000, personally appeared WILLIAM E. LEWS, to me known to be the identical person who executed the within and foregoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above last written.

Notary Public

My commission expires:
2-25-04

I, the undersigned, the duly qualified county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the ____ tax rolls the taxes on the above description are paid.

Mary Sue Tedder, County Treasurer
Deputy

TURNBERRY
Sheet 2 of 2