

TRIPLE CROWN ESTATES
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

TRIPLE CROWN PROPERTIES, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, STEVEN M. SCHOOLEY AND TERESA ANN SCHOOLEY, HUSBAND AND WIFE, DAVID NEAL CLONTS AND MARY VIRGINIA CLONTS, HUSBAND AND WIFE, TODD M. AND CYNTHIA J. TURNER, HUSBAND AND WIFE, LARRY G. RAMPEY AND SHIRLEY J. RAMPEY, HUSBAND AND WIFE, CHARLES J. HENDRICKS AND LYNN A. PALMER, HUSBAND AND WIFE, AND JOHN D. & LINDA ANN HUDKINS, HUSBAND AND WIFE, HERINAFTER REFERRED TO AS THE "OWNERS/DEVELOPERS", ARE THE OWNERS IN PART OF THE FOLLOWING DESCRIBED LAND IN THE COUNTY OF WAGONER, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND IN A PART OF THE E/2 NW/4 AND W/2 W/2 NE/4 OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE NW CORNER OF SAID E/2 NW/4 SECTION 7; THENCE S 89°51'11" E ALONG THE NORTH SECTION LINE A DISTANCE OF 807.00 FEET TO THE POINT OF BEGINNING; THENCE S 89°51'11" E A DISTANCE OF 1172.47 FEET; THENCE S 00°31'19" E A DISTANCE OF 2646.96 FEET; THENCE N 89°51'07" E A DISTANCE OF 774.13 FEET; THENCE N 0°0'06" W A DISTANCE OF 811.64 FEET; THENCE S 80°00'02" W A DISTANCE OF 79.77 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 40°00'00" FOR A DISTANCE OF 104.72 FEET; THENCE S 40°00'02" W A DISTANCE OF 287.98 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 50°00'00" FOR A DISTANCE OF 130.90 FEET; THENCE N 89°59'58" W A DISTANCE OF 158.53 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 149.94 FEET AND A CENTRAL ANGLE OF 90°00'02" FOR A DISTANCE OF 235.53 FEET; THENCE N 00°00'01" W A DISTANCE OF 754.13 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 61°05'25" E A DISTANCE OF 159.93 FEET; THENCE N 61°05'25" E A DISTANCE OF 639.75 FEET; THENCE N 49°30'00" W A DISTANCE OF 505.39 FEET; THENCE N 20°46'45" E A DISTANCE OF 280.98 FEET; THENCE N 00°08'49" E A DISTANCE OF 240.00' TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STACKED, PLATTED AND SUBDIVIDED IN TO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNED THE SUBDIVISION AS "TRIPLE CROWN ESTATES", A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA.

DEED OF DEDICATION

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PRIVATE STREET AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY ACKNOWLEDGE PRIVATE ROAD AS DEPICTED ON THE ACCOMPANYING PLAT AND ACCEPTS THE RESPONSIBILITY OF MAINTAINING SAID ROAD AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, 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 SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE UTILITY EASEMENTS ABOVE DEDICATED TO THE PUBLIC SHALL ADDITIONALLY BE DEEMED A GRANT, TO ANY ENTITY PROVIDING SANITARY SEWER AND WATER SERVICE TO THE SUBDIVISION AND THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONDUCT, 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 RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT OR AREAS NOT INCLUDED WITHIN THE PLAT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID WILL BE PLACED, ERRECTED INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHT-OF-WAY AS SHOWN.

B. UNDERGROUND SERVICES

- 1. STREET LIGHT POLES OR STANDARDS MAY ONLY BE SERVED BY UNDERGROUND CABLE TELEVISION AS GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.
- 2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MY BE LOCATED WITHIN 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 THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-A-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE LINE SERVICE ENTRANCE ON THE STRUCTURE.
- 3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAY SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- 4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL 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 SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, THE TELEPHONE, CABLE TELEVISION OR GAS SERVICES AND THE OWNER OF THE LOT AGGRESS TO BE BOUND HEREBY.

C. WATER, SEWER AND GAS SERVICES

- 1. EACH SUPPLIER OF WATER, SEWER, OR GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT-WAYS SHOWN ON SAID PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND FACILITIES INSTALLED BY THE SUPPLIER OF SERVICE.
- 2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE UNDERGROUND FACILITIES LOCATED ON HIS LOT, AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR ANY DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENTS OR CONTRACTORS.
- 3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE SUPPLIER OF SERVICE AND THE OWNERS OF THE LOT AGGRESS TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE COUNTY OF WAGONER, OKLAHOMA

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. SEPTIC SYSTEMS

ALL INDIVIDUAL WELLS AND SEWAGE DISPOSAL OR SEPTIC TANK SYSTEMS MUST BE CONSTRUCTED, EQUIPPED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND RECOMMENDATIONS OF THE OKLAHOMA STATE DEPARTMENT OF HEALTH AND DEPARTMENT OF ENVIRONMENTAL QUALITY. ALL SYSTEMS MUST HAVE A MINIMUM OF THREE HUNDRED (300) LINEAL FEET OF FIELD TILE.

RESTRICTIVE COVENANTS

SECTION II PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNERS/DEVELOPERS DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNERS/DEVELOPERS DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HERINAFTER SET FORTH.

A. USE

ALL LOTS SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE LIMITED TO USE FOR DETACHED SINGLE-FAMILY RESIDENCES AND PURPOSES.

B. FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT AN INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET. ON CORNER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

C. YARDS AND SETBACKS

1. STREET SETBACK. NO BUILDING SHALL BE ERRECTED NEARER TO A PUBLIC STREET THAN TWENTY-FIVE (25) FEET AS DEPICTED ON THE ACCOMPANYING PLAT UNLESS SUBSEQUENTLY MODIFIED BY THE WAGONER COUNTY PLANNING COMMISSION AND COUNCIL.

2. EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCR OACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

D. BUILDING COMMITTEE - PLAN REVIEW

1. NO DWELLINGS, FENCE OR OTHER STRUCTURE, OR DRAINAGE AND/OR GRADE MODIFICATIONS SHALL BE STARTED IN THIS AREA WITHOUT PRIOR APPROVAL OF THE PLANS AND SPECIFICATIONS BY THE BUILDING COMMITTEE. THE FIRST BUILDING COMMITTEE SHALL CONSIST OF THREE MEMBERS AND A MAJORITY OF THESE MEMBERS SHALL BE REQUIRED FOR APPROVAL OR DISAPPROVAL OF PLANS AND SPECIFICATIONS. SHOULD PLANS BE SUBMITTED AND NO ACTION TAKEN WITHIN 30 OF SUBMISSION OF SAME, SAID PLANS WILL BE DEEMED APPROVED.

E. FLOOR AREA

NO DWELLING SHALL BE ERRECTED IN THIS AREA WHICH HAS A LIVING SPACE OF LESS THAN 3,000 SQUARE FEET. NO BUILDING SHALL EXCEED TWO (2) STORIES IN HEIGHT. LIVING AREA DOES NOT INCLUDE GARAGE, CARPORTS, PORCHES, OR ATTIC SPACE. IN SPECIAL CASES, 2800 SQUARE FOOT HOMES WILL BE CONSIDERED ONLY IF CONSTRUCTION COSTS ARE IN EXCESS OF \$100 PER SQUARE FOOT.

F. MASONRY

THE EXTERIOR WALLS OF ALL DWELLINGS WILL BE A MINIMUM OF 80% MASONRY (STONE, BRICK OR STUCCO). ALL BARN AND/OR OTHER DETACHED BUILDINGS WILL HAVE EXTERIOR WALLS OF METAL OR MASONRY.

G. ON-SITE CONSTRUCTION

NO MOBILE HOME, NEW OR USED, NOR ANY DWELLING OR OUT-BUILDING WHICH HAS BEEN PREVIOUSLY USED SHALL BE MOVED INTO THIS AREA. THIS SPECIFICALLY PROHIBITS "MOVED IN" BUILDINGS. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

H. FENCING

ALL FENCING AND GATES WILL BE "HORSE FRIENDLY" (STEEL PIPE, VINYL OR WOOD) CONSTRUCTION. ABSOLUTELY NO BARBED WIRE FENCING IS PERMITTED. CERTAIN OTHER TYPES OF FENCING MAY BE USED WITH WRITTEN APPROVAL OF THE BUILDING COMMITTEE.

I. OUTBUILDINGS

NO OUTSIDE TOILETS SHALL BE ALLOWED ON THE PROPERTY HEREON AND ALL SANITARY ARRANGEMENTS MUST COMPLY WITH LOCAL AND STATE HEALTH REQUIREMENTS.

L. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD UNLESS APPROVED IN WRITING BY THE MANAGERS.

M. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 60 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN 12 MONTHS THEREAFTER.

SECTION III HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNERS/DEVELOPERS FORMED THE HOMEOWNER'S ASSOCIATION IN ACCORDANCE WITH THE TRIPLE CROWN ESTATES SUBDIVISION (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NONPROFIT LLC ENTITY ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, SECURITY GATE, LANDSCAPING, FENCING AND ROADWAYS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF TRIPLE CROWN ESTATES, AND OTHER SINGLE FAMILY SUBDIVISIONS WHICH MAY LATER BE ANNEXED TO THE ASSOCIATION. THE ASSOCIATION WILL ALSO BE RESPONSIBLE FOR THE MAINTENANCE OF THE ENTRANCE COMMONLY KNOWN AS TRIPLE CROWN DRIVE OR 202ND EAST AVENUE UNTIL SUCH TIME THAT THE COUNTY OF WAGONER ASSUMES CUSTODY OF THE ROADWAY.

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. COVENANTS FOR ASSESSMENTS

THE OWNERS/DEVELOPERS AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFORE, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNERS/DEVELOPERS. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRTS MORTGAGE.

D. 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.

SECTION IV ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONAL OWNING ANY REAL PROPERTY SITUATED IN TRIPLE CROWN ESTATES TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING THE SAME, AND EITHER PREVENT HIM OR THEM FROM DOING SO, OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH DAMAGES.

B. 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 THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HERINAFTER PROVIDED.

C. AMENDMENT

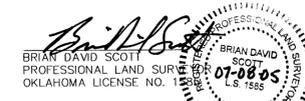
THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM. IT SHALL BE POSSIBLE, BY A VOTE OF TWO-THIRDS (2/3) OF THE PROPERTY OWNERS TO CHANGE THEM IN WHOLE OR IN PART AT ANY TIME CHANGES ARE DEEMED NECESSARY.

D. 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.

CERTIFICATE OF SURVEY

I, BRIAN D. SCOTT, OF COOK & ASSOCIATES ENGINEERING, 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 A "TRIPLE CROWN ESTATES", A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, IS A 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 AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



State of Oklahoma)

County of Wagoner) ss

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THE 8 DAY OF July 2005.

Signature of Joseph Watt, Notary Public



IN WITNESS WHEREOF: TRIPLE CROWN PROPERTIES, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THE 8th DAY OF July 2005.

TRIPLE CROWN PROPERTIES, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY.

Signature of Steven M. Schooley, Manager

State of Oklahoma)

County of Tulsa) ss

Muskogee)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF July 2005, BY Steven M. Schooley AND Teresa Ann Schooley AS MANAGERS OF TRIPLE CROWN PROPERTIES, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY.

Signature of Brian David Scott, Notary Public



IN WITNESS WHEREOF: STEVEN M. SCHOOLEY AND TERESA ANN SCHOOLEY, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THE 8th DAY OF July 2005.

Signature of Steven M. Schooley

Signature of Teresa Ann Schooley

State of Oklahoma)

County of Tulsa) ss

Muskogee)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF July 2005, BY Steven M. Schooley AND Teresa Ann Schooley TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE SAME AS THEIR FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Signature of Brian David Scott, Notary Public



IN WITNESS WHEREOF: DAVID NEAL CLONTS AND MARY VIRGINIA CLONTS, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THE 8th DAY OF July 2005.

Signature of David Neal Clonts

Signature of Mary Virginia Clonts

State of Oklahoma)

County of Tulsa) ss

Muskogee)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF July 2005, BY David Neal Clonts AND Mary Virginia Clonts TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE SAME AS THEIR FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Signature of Brian David Scott, Notary Public



IN WITNESS WHEREOF: TODD M. AND CYNTHIA J. TURNER, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THE 8th DAY OF July 2005.

Signature of Todd M. Turner

Signature of Cynthia J. Turner

State of Oklahoma)

County of Tulsa) ss

Muskogee)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF July 2005, BY Todd M. Turner AND Cynthia J. Turner TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE SAME AS THEIR FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Signature of Brian David Scott, Notary Public



IN WITNESS WHEREOF: KRISTOPHER M. LEPERER AND KRISTI M. LEPERER, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THE 8th DAY OF July 2005.

Signature of Kristopher M. Leperer

Signature of Kristi M. Leperer

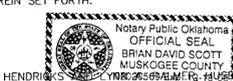
State of Oklahoma)

County of Tulsa) ss

Muskogee)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF July 2005, BY Kristopher M. Leperer AND Kristi M. Leperer TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE SAME AS THEIR FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Signature of Brian David Scott, Notary Public



IN WITNESS WHEREOF: CHARLES J. HENDRICKS AND LYNN A. PALMER, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THE 8th DAY OF July 2005.

Signature of Charles J. Hendricks

Signature of Lynn A. Palmer

State of Oklahoma)

County of Tulsa) ss

Muskogee)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF July 2005, BY Charles J. Hendricks AND Lynn A. Palmer TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE SAME AS THEIR FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Signature of Brian David Scott, Notary Public



IN WITNESS WHEREOF: JOHN D. HUDKINS AND LINDA ANN HUDKINS, HUSBAND AND WIFE, HAS EXECUTED THIS INSTRUMENT THE 8th DAY OF July 2005.

Signature of John D. Hudkins

Signature of Linda Ann Hudkins

State of Oklahoma)

County of Tulsa) ss

Muskogee)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF July 2005, BY John D. Hudkins AND Linda Ann Hudkins TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE SAME AS THEIR FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

Signature of Brian David Scott, Notary Public

