

FINAL PLAT

ESTATES at TEAL RIDGE

A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA
PART OF NE¼ SECTION 25, T-19-N, R-11-E, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

DEED OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

SECTION 1. CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS OF ESTATES AT TEAL RIDGE KNOWN ALL BY THESE PRESENTS:

TULSA REAL ESTATE INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER," IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE ELEVEN (11) EAST, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN (19) NORTH, RANGE ELEVEN (11) EAST, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION TWENTY-FIVE (25), THENCE NORTH 88°51'49" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION TWENTY-FIVE (25) FOR A DISTANCE OF 343.65 FEET; THENCE SOUTH 01°08'11" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°51'49" EAST FOR A DISTANCE OF 80.00 FEET; THENCE SOUTH 01°08'11" EAST A DISTANCE OF 2.89 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 170°39'45" AND A BEARING OF 174.00 FEET; THENCE SOUTH 19°03'31" EAST A DISTANCE OF 719.12 FEET; THENCE NORTH 88°51'49" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION TWENTY-FIVE (25) FOR A DISTANCE OF 343.65 FEET; THENCE SOUTH 01°07'07" EAST ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH 1070.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW¼ NE¼) FOR A DISTANCE OF 250.00 FEET; THENCE NORTH 88°51'49" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 308.00 FEET; THENCE NORTH 01°08'11" WEST TO THE NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼ NE¼) FOR A DISTANCE OF 4.38 FEET; THENCE NORTH 88°00'00" EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHEAST QUARTER (NE¼) FOR A DISTANCE OF 1070.00 FEET; THENCE SOUTH 01°08'11" WEST TO THE SOUTH LINE OF THE NORTHEAST QUARTER (NE¼) FOR A DISTANCE OF 89.1609' WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE¼) TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) FOR A DISTANCE OF 2829.12 FEET; THENCE NORTH 01°02'11" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE¼) FOR A DISTANCE OF 1551.93 FEET; THENCE NORTH 88°51'49" EAST FOR A DISTANCE OF 651.29 FEET; THENCE NORTH 10°39'45" WEST FOR A DISTANCE OF 0.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET, A DELTA ANGLE OF 08°07'28" FOR AN ARC LENGTH OF 79.83 FEET; THENCE NORTH 19°03'31" EAST A DISTANCE OF 80.95 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 07°07'28" FOR AN ARC LENGTH OF 79.83 FEET; THENCE NORTH 01°08'11" WEST FOR A DISTANCE OF 2.89 FEET TO THE POINT OF BEGINNING, AND LESS THE NORTH 30 FEET THEREOF.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 10 LOTS IN 2 BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "ESTATES AT TEAL RIDGE," A SUBDIVISION IN TULSA COUNTY, OKLAHOMA, (HEREINAFTER REFERRED TO AS "ESTATES AT TEAL RIDGE").

THE OWNER DOES HEREBY MAKE THE FOLLOWING DEDICATIONS AND GRANTS AND AGREES TO BE BOUND BY THE FOLLOWING PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION OF THE ABOVE DESCRIBED LAND WHICH SHALL BE DESIGNATED AND REFERRED TO HEREIN AS "ESTATES AT TEAL RIDGE":

1. PUBLIC UTILITY EASEMENTS

THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM 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, MANHOLES AND EQUIPMENT FOR EACH OF 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 STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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 AREAS DEPICTED ON THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF SAND SPRINGS, OKLAHOMA, (HEREINAFTER THE "CITY"), AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANY PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION. NO PARKING SHALL BE ALLOWED WITHIN STREET RIGHTS-OF-WAY OF CUL-DE-SACS.

2. WATER AND STORM SEWER SERVICE

A. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM SEWERS LOCATED ON THE OWNERS' LOT.

B. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGEMENT OF THE CITY, WOULD INTERFERE WITH PUBLIC WATER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

C. THE CITY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS' AGENTS AND/OR CONTRACTORS.

D. THE CITY, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR STORM SEWER FACILITIES.

E. THE COVENANTS SET FORTH IN THE SUBSECTION SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

3. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED THE CITY OF SAND SPRINGS, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

4. UTILITY SERVICES

A. UNDERGROUND LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES MAY BE LOCATED WITHIN THE PERMETER EASEMENTS OF THE SUBDIVISION, HOWEVER, OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC SERVICES MAY BE LOCATED WITHIN THE SOUTHERN, EASTERN AND WESTERN PERMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS 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 UTILITY EASEMENTS.

B. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT PROVIDED, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE RESPONSIBLE FOR THE DEFINITIVE, PERMANENT EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT COVERING A 5 FOOT STRIP EXTENDING 2½ FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

C. THE RESPECTIVE SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT TIMES HAVE THE RIGHT AND ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR THIS DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING AND PROTECTING UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE. THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICES SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

D. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF SUCH UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNERS' LOT AND SHALL PREVENT THE ALTERATION OR GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES 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 THE OWNERS' AGENTS OR CONTRACTORS.

E. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE, AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

5. SURFACE DRAINAGE

ALL LOTS WITHIN THE SUBDIVISION 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. THE OWNER OF EACH LOT SHALL NOT CONSTRUCT NOR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNERS' LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY.

SECTION II. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ARCHITECTURAL COMMITTEE

A. COMPOSITION OF COMMITTEE

AN ARCHITECTURAL COMMITTEE COMPOSED OF THE OWNER/DEVELOPER IS HEREBY FORMED (THE ARCHITECTURAL COMMITTEE) TO REVIEW AND APPROVE ANY STRUCTURE BUILT WITHIN THE ESTATES AT TEAL RIDGE, TO INTERPRET THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN, AND TO PERFORM ANY OTHER DUTIES ASSIGNED TO IT HEREIN. THE OWNER/DEVELOPER MAY APPOINT AN ADDITIONAL MEMBER OR MEMBERS AND/OR DELEGATE ITS DUTIES IN WHOLE OR IN PART TO OTHER MEMBERS OR THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC. THE ARCHITECTURAL COMMITTEE FOR THE ESTATES AT TEAL RIDGE SHALL REMAIN IN THE EXCLUSIVE CONTROL OF THE OWNER/DEVELOPER UNTIL THE ESTATES AT TEAL RIDGE IS TRANSFERRED TO THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC. AS PROVIDED FOR IN SECTION III(f), AT WHICH TIME THERE SHALL BE ONE ARCHITECTURAL COMMITTEE FOR THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC.

B. APPROVAL OF PLANS

NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY PROPERTY WITHIN THE ESTATES AT TEAL RIDGE UNTIL THE BUILDING PLANS AND SPECIFICATIONS THEREFOR, EXTERIOR COLOR SCHEME AND MATERIAL, THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE ESTATES AT TEAL RIDGE AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREIN, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION UNLESS THE ARCHITECTURAL COMMITTEE HAS GRANTED THE WAIVER UNDER THE PROCEDURES SET FORTH HEREIN. NOTHING HEREIN CONTAINED SHALL ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THE ESTATES AT TEAL RIDGE WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

2. FLOOR AREA. ALL LOTS BLOCK 1, SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. ALL HOMES SHALL HAVE A MINIMUM OF 2,400 SQUARE FEET OF LIVING AREA FOR ONE-STORY HOMES AND SHALL HAVE A MINIMUM OF 2,400 SQUARE FEET OF LIVING AREA FOR ONE-AND-A-HALF STORY AND TWO STORY HOMES. WITH A MINIMUM OF 1,800 SQUARE FEET ON THE FIRST FLOOR, HOMES IN BLOCK 2 SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. ALL HOMES SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE OPEN PORCHES, GARAGES AND BREZEVAYS.

3. GARAGES. A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO (2) AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED AND ATTACHED. CARPORTS ARE NOT PERMITTED.

4. DRIVEWAYS. ALL DRIVEWAY CULVERTS SHALL HAVE MASONRY OR BRICK HEADWALLS AND SHALL CONFORM TO THE STANDARD DETAILS AS ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXEMPTION TO THIS PROVISION.

6. ON-SITE CONSTRUCTION. NO PREEXISTING OR OFF-SITE BUILT RESIDENCE, BUILDING AND/OR METAL BUILDING MAY BE MOVED ONTO ANY LOT.

7. OUTBUILDINGS

OUTBUILDINGS ALLOWED WITHIN THE REAR 150 FEET OF EACH LOT. NO OUT BUILDING OR OTHER PERMANENT STRUCTURE SHALL BE BUILT WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. SAID BUILDINGS OR IMPROVEMENTS, IF APPROVES, SHALL BE BUILT ON SITE AND SHALL MATCH ARCHITECTURAL SCHEME OF THE RESIDENCE.

8. FENCES

A. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE OF ANY RESIDENCE.

B. FENCES OR OTHER OBSTRUCTIONS SHALL NOT IMPAIR THE FLOW OF STORM OR SURFACE WATER ACROSS A LOT.

C. FENCES OTHER THEN BRICK, NATURAL STONE OR BLACK-LINK WOOD RAILS AND WOOD POSTS MUST BE APPROVED BY ARCHITECTURAL COMMITTEE.

9. GRADING. EACH LOT SHALL BE FINISH GRADED SO THAT IT WILL DRAIN IN AN UNOBSTRUCTED MANNER AND RESIST EROSION ONTO ADJACENT LOTS).

10. EXTERIOR FINISH. 100% EXTERIOR MASONRY COVERAGE ON FRONT OF HOUSE (EXCLUDING WINDOWS, DOORS AND COVERED FRONT PORCHES) SHALL BE REQUIRED. BRICK, NATURAL ROCK OR STUCCO FROM THE BRICK LEDGE TO 4' HIGH. THE ARCHITECTURAL COMMITTEE MAY APPROVE UPON WRITTEN REQUEST AN EXCEPTION TO THIS PROVISION, WHERE A SPECIFIC ARCHITECTURAL DESIGN CONFLICTS WITH THE MASONRY STANDARD.

11. SETBACKS. NO BUILDING SHALL BE LOCATED BEYOND THE MINIMUM FRONT BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT. NO BUILDING SHALL BE LOCATED BEYOND THE MINIMUM REAR BUILDING SETBACK LINE OF TWENTY-FIVE FEET (25). NO BUILDING SHALL BE LOCATED BEYOND THE MINIMUM SIDE BUILDING SETBACK LINES OF FIVE FEET (5) ON EACH SIDE. NO BUILDING CAN BE SITUATED IN ANY EASEMENTS OR FLOOD PLAINS.

SECTION III. HOMEOWNERS' ASSOCIATION

1. FORMATION OF HOMEOWNERS' ASSOCIATION.

THE OWNER/DEVELOPER HAS FORMED THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC. AND NOW DESIRES, PURSUANT TO SECTION 102 OF THE DEED OF DEDICATION FOR TEAL RIDGE FILED AS DOCUMENT NO. 8735, TO ANNEK THE ESTATES AT TEAL RIDGE INTO THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC. THE ASSOCIATION SHALL BE COMPOSED OF THE OWNERS OF ALL LOTS IN TEAL RIDGE AND ESTATES AT TEAL RIDGE. THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC. IS FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION, THE RESERVES OF MAINTAINING THE LOT FOR TEAL RIDGE AND UPON THE ACCOMPANYING PLAT FOR ESTATES AT TEAL RIDGE AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ESTATES AT TEAL RIDGE. THE OWNER/DEVELOPER SHALL TRANSFER THE RESPONSIBILITIES AND CONTROL OF THE ESTATES AT TEAL RIDGE AND COMMON AREAS AND RESERVES THEREIN TO THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC. AT SUCH TIME THE OWNER/DEVELOPER NO LONGER OWNS ANY LOTS WITHIN THE ESTATES AT TEAL RIDGE OR AT AN EARLIER DATE AT THE OWNER/DEVELOPER'S DISCRETION, WHICHEVER OCCURS FIRST.

2. MEMBERSHIP

EVERY PERSON OR ENTITY, SAVE AND EXCLUDING THE OWNER/DEVELOPER, WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ESTATES AT TEAL RIDGE HOMEOWNERS ASSOCIATION. 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 BY THE OWNER/DEVELOPER, OR AS THE DATE OF RECORDING THE DEED, WHICHEVER OCCURS LAST, AT ANY TIME AFTER INCORPORATION, THE OWNER/DEVELOPER MAY TRANSFER THE RESPONSIBILITIES AND CONTROL OF THE COMMON AREAS AND RESERVES OF THE ESTATES AT TEAL RIDGE TO THE ESTATES AT TEAL RIDGE HOMEOWNERS ASSOCIATION, UPON SUCH TRANSFER OF CONTROL. THE ESTATES AT TEAL RIDGE HOMEOWNERS ASSOCIATION, UPON SUCH ALL THE BENEFITS, RIGHTS, AND RESPONSIBILITIES OF THE ESTATES AT TEAL RIDGE HOMEOWNERS ASSOCIATION AS DESCRIBED IN SECTION IV, PROVIDED, HOWEVER, THE ARCHITECTURAL COMMITTEE SHALL REMAIN IN THE EXCLUSIVE CONTROL OF THE OWNER/BUILDER UNTIL ITS SECTION III(f). IT IS CONTEMPLATED THAT ADDITIONAL LANDS ADJOINING THE SUBDIVISION AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES MAY BE ANNEXED BY THE OWNER/DEVELOPER INTO THE GEOGRAPHIC JURISDICTION OF THE ESTATES AT TEAL RIDGE HOMEOWNERS ASSOCIATION.

3. COVENANT FOR ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERE TO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE TEAL RIDGE PROPERTY OWNERS ASSOCIATION, INC. ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS PROVIDED THAT ANY LOT OWNED BY THE OWNER/DEVELOPER OR CONCEPT BUILDERS, INC. SHALL BE EXEMPT FROM PAYMENT OF ANY ASSESSMENTS. ANY ASSESSMENT SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTERESTS INCLUDING WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION, AN UNPAID ASSESSMENT TOGETHER INTEREST, LATE FEES AND REASONABLE ATTORNEY FEES SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. ALL COSTS INCURRED BY THE ASSOCIATION IN COLLECTION OF A DELINQUENT ASSESSMENT ACCOUNT INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEY FEES AND ANY COURT COSTS, SHALL BE ASSESSABLE AGAINST THE RESPONSIBLE OWNER. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

4. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ESTATES AT TEAL RIDGE HOMEOWNERS ASSOCIATION MAY HAVE, THE HOMEOWNERS ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

FINAL PLAT

ESTATES at TEAL RIDGE

A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, OKLAHOMA
PART OF NE¼ SECTION 25, T-19-N, R-11-E, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

1. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. THE COVENANTS SET FORTH WITHIN SECTION II, DEVELOPMENT AND CONSTRUCTION STANDARDS, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY ANY OWNER OF PROPERTY WITHIN THE ESTATES at TEAL RIDGE. THE COVENANTS SET FORTH WITHIN SECTION III, ASSIGNMENT OF RIGHTS OF THE HOMEOWNERS ASSOCIATION, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER AND THE OWNER/DEVELOPER'S SUCCESSORS OR ASSIGNS TO WHOM THE OWNER/DEVELOPER HAS ASSIGNED THE RIGHTS OF OWNER/DEVELOPER. IF THE OWNER/DEVELOPER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS CONTAINED IN SECTION III, IT SHALL BE LAWFUL FOR THE PERSON OR ENTITY WITH ENFORCEMENT RIGHTS HEREUNDER, TO MAINTAIN ANY ACTION AT 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 COVENANT OR TO RECOVER DAMAGES, IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS HEREOF. THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

2. 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 CERTIFICATE OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

3. AMENDMENT

THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN THIS DECLARATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF ANY PROPERTY WITHIN THE ESTATES at TEAL RIDGE. OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LAND AREA WITHIN THE ESTATES at TEAL RIDGE. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF ANY PROPERTY WITHIN THE ESTATES at TEAL RIDGE) AND AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LAND AREA WITHIN THE ESTATES at TEAL RIDGE, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

4. 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 OWNERSHIP
IN WITNESS WHEREOF, TULSA REAL ESTATE INVESTMENTS, BEING THE OWNER OF THE SUBDIVISION, HEREBY APPROVES THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON THIS

5 DAY OF October 2028.

BY: Jesse Powell, GENERAL PARTNER

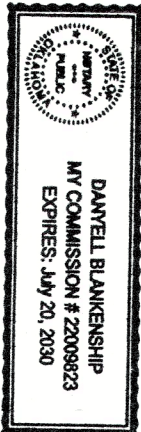
STATE OF OKLAHOMA COUNTY OF LeFlore

BEFORE ME, THE UNDERSIGNED, NOTARY OF PUBLIC IS, AND FOR SAID COUNTY AND STATE, ON THIS 5th DAY OF October, 2028 PERSONALLY APPEARED TO ME, JESSE POWELL, KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME AS THE MAKER OF THE FOREGOING INSTRUMENT, AS ITS OWNER AND ACKNOWLEDGED TO ME THAT 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 OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 11/26/2030

NOTARY PUBLIC



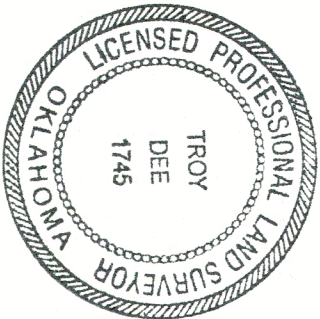
CERTIFICATE OF SURVEY

I, TROY DEE, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS THE FINAL PLAT OF "ESTATES at TEAL RIDGE," A SUBDIVISION IN THE CITY OF SAND SPRINGS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 30th DAY OF September, 2028.

Troy Dee

TROY DEE
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 7283



STATE OF OKLAHOMA)
COUNTY OF Okfuskee)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 30th DAY OF September, 2028, PERSONALLY APPEARED TROY DEE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.



MY COMMISSION EXPIRES: 10/23/2028

NOTARY PUBLIC