DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Winston D. Tallent and Linda L. Tallent, Husband and Wife, hereinafter referred to as "Grantors", being the owners in fee simple title of the real estate and premises described as follows, to–wit:

A tract of land in the Northeast Quarter (NE/4) of Section 24, Township 19 North, Range 10 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the Southwest corner of said NE/4; Thence N 89°41'18" E along the South line of said NE/4 for a distance of 647.51 feet to the Southwest corner of Lot 4, Block 2 of "Twilight Hills Estates" (Plat # 5843), a Subdivision in Tulsa County, State of Oklahoma, according to the recorded Plat thereof; Thence N 00°09'14" W along the West line of said Subdivision and the prolongation of said West line a distance of 1567.00 feet; Thence S 89°50'46" W a distance of 646.70 feet to a point on the West line of said NE/4; Thence S 00°07'28" E along the West line of said NE/4 a distance of 1568.78 feet to the Point of Beginning, containing 23.2917 acres, more or less.

And whereas said "Grantors" have caused THE PROPERTY to be subdivided in accordance with Tulsa County regulations, and have designated the same as TWILIGHT RIDGE, a subdivision in Tulsa County, State of Oklahoma (the Subdivision).

Now, therefore, the undersigned Grantors do hereby dedicate for public use the street shown on the accompanying plat and do further dedicate for public use forever, the easements as shown for the several purposes of constructing, maintaining, operating, repairing, removing or replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with right of ingress and egress to and upon said easements and rights–of–way for the uses and purposes aforesaid, together with similar rights in the street as shown on said plat. 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 Grantors hereby reserves the right to construct, maintain, operate, lay and relay waterlines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water services to the area included in said plat and to any other areas.

EASEMENTS AND UTILITIES

1. In connection with the provision of water service, all of the lots are subject to the following provisions, to–wit:

(A) The owner of each lot shall be responsible for the protection of the public water mains located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water mains. Said alteration of grade restrictions shall be limited to easement areas.

(B) Tulsa County Rural Water District #1 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 or his agents or contractors.

(C) Tulsa County Rural Water District #1 or its successors through its proper agents and employees shall at all times have the 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 said underground water facilities.

(D) Pavement or landscape repair within restricted water line, sewer line, or utility easements as a result of water or sewer line or other utility repairs due to breaks and failures, shall be borne by the owner(s) of the lot(s). This shall also apply to repairs of gas lines located within utility easements.

(E) 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 obstruction which would impair the drainage of storm and surface waters over and across said owner's lot.

(F) The foregoing covenants concerning water facilities shall be enforceable by Tulsa County Rural Water District #1 or its successors, and the owner of each lot agrees to be bound hereby.

2. In connection with the installation of underground electric, gas and communication services, all of the lots are subject to the following provisions, to–wit:

(A) All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located in the easements reserved for general utility services and streets shown on the plat of the Subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

(B) Underground service cables and gas service lines to all houses which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable or gas service line to a particular house, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right–of–way easement on said lot, covering a five–foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the house.

(C) The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or 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 service facilities so installed by it.

(D) The owner of each lot in the Subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors.

(E) The foregoing covenants concerning underground electric, communication and gas facilities shall be enforceable by the supplier of service, and the owner of each lot agrees to be bound thereby.

3. Sewage Facilities (All lots)

The following private sewage systems will be permitted in TWILIGHT RIDGE with the proper approval from the Oklahoma Department of Environmental Quality.

(A) Aerobic systems, permitted by right.

(B) Septic systems, permitted with an approved perk test.

(C) or other on–site systems which are approved by the Oklahoma Department of Environmental Quality.

4. Drainage Areas

In areas where a Drainage Easement is depicted, no altering of Grade will be permitted that may damage the Pond dike or inhibit the natural flow of water from said Pond.

WHEREAS, it is the desire and intention of the Grantors to impose upon THE PROPERTY mutual and beneficial restrictions, covenants, conditions and charges under a general plan or scheme of improvement to the benefit of all the lands in THE PROPERTY and the future owners thereof;

NOW, THEREFORE, Grantors hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a development scheme, improvement and sale of THE PROPERTY and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of THE PROPERTY and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

PART ONE

MUTUALITY OF BENEFIT & OBLIGATIONS

All of said restrictions, conditions, charges, covenants, and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot owner in the Subdivision. Each of said restrictions, conditions, covenants, charges and agreements shall be binding upon the owner or owners of each lot or other piece of property located in the Subdivision.

PART TWO

IMPROVEMENT

2.01 This property shall be used for residential purposes only. No building or structure intended for or adapted to business or professional purposes and no apartment house, lodging house, rooming house, church, school, hospital, sanitarium, unattached servants' quarter or multiple family dwelling shall be erected, placed, permitted or maintained on this property other than one single family dwelling hereinafter called "dwelling" and the following permissible accessory components, buildings or structures:

a. Greenhouse

b. One attached garage or carport

c. One storage building

d. Swimming pool facilities

e. Tennis court and other game court structures

2.02 Each dwelling constructed on a lot shall contain a minimum of 2200 square feet of covered living area exclusive of porches, decks, patios, carports, garages or breezeways.

2.03 No office, mobile home, double wide manufactured home, tent or other outbuilding shall be placed or erected on any lot or lots; and no structure of any description shall be moved from any other location to a lot in this addition, provided, however, that a Mobile Home shall be permitted on a temporary basis while a single–family dwelling is being constructed on the same lot and provided that Tulsa County Zoning requirements are met. A new offsite manufactured Storage Building may be moved and erected on this site in conformance with item 2.01.

2.04 The work of constructing, altering or remodeling any structure or improving any lot or lots shall be prosecuted diligently from the commencement until the completion thereof. Initial landscaping of a lot must be completed within twenty–four (24) months after the date on which the construction of the dwelling on such lot is completed.

2.05 All homes shall conform to TULSA County Residential Zoning Restrictions. Homes shall be placed on a permanent foundation.

2.06 Any dwelling or other structure on any lot which is fully or partially destroyed or damaged by fire, storm or any other means, must be fully rebuilt, repaired or removed within nine (9) months after the date of such destruction or damage occurs.

2.07 No Lot may be split or further subdivided.

PART THREE

PETS & OTHER ANIMALS

No animals may be kept or permitted on any lot with the exception of dogs, cats and other animals which are of the normal and customary household variety (including birds) and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other properties nearby. No commercial breeding or dealing in dogs, cats or other animals will be permitted on or from any lot. No more that three (3) dogs, or three (3) cats or a combination total of three (3) dogs or cats may be kept or permitted on each lot. No large animals may be kept or permitted on any lot.

PART FOUR

USE & MAINTENANCE

4.01 No lot, dwelling or improvement nor any part thereof, shall be used for business or professional purposes including, but not limited to, use as a school, nursery, church, hospital or office, use for music lessons, swimming lessons or other individual group instruction, excepting those customary home office and home care uses.

4.02 All lots at all times shall be kept in a clean, sightly and wholesome condition, both prior to, during and after construction. No boxes, containers, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or street except as necessary during the period of construction. No lot shall be used in whole or part as a dumping ground for rubbish or for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No trash, litter, junk, bottles, debris or other unsightly materials shall be permitted to remain exposed upon any lot so they are visible from neighboring lots or street and shall be kept only in sanitary containers.

4.03 No trucks, trailers, semi–trailers, aircraft, or mobile homes shall be permitted to remain on any lots, or upon any street or access easement adjacent thereto, unless completely screened from the other lots or streets adjacent thereto except where they are temporarily parked for no more than twenty–four (24) hours in any one calendar month. All family motor vehicles shall be parked upon the lot.

4.04 The exterior of all structures shall be continuously maintained and never allowed to fall into disrepair as long as this Declaration is in effect.

PART FIVE

ENFORCEMENT, DURATION AND SEVERABILITY

5.01 The restrictions herein set forth are to run with the land and shall be binding upon the owners, their successors and assigns and all parties claiming under them. If the owners, successors or assigns, shall violate any of the covenants herein, it shall be lawful for the grantor, their successors and assigns 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 covenants and restrictions or to recover damage for such violations.

5.02 All of the agreements, restrictions, conditions, charges and covenants set forth above shall run with the land and shall exist and be binding upon all parties and all persons claiming title by, through, or under Grantors for a period of fifty (50) years from the date of recordation hereof.

5.03 No delay or omission on the part of the Grantors, or their heirs, personal representatives, successors or assigns in interest, or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the agreements, conditions, restrictions, charges and covenants herein contained shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provisions breached has expired; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Grantors, their heirs, personal representatives, successors or assigns, for or on account of his failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach or for imposing herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

5.04 In the event that any one or more of the agreements, conditions, restrictions, charges and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining agreements, conditions, restrictions, charges and covenants herein set forth shall continue unimpaired and in full force and effect.

5.05 The various rights and remedies of Grantors and the owners of the property as herein before set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability of Grantor or the said tract owners to use, rely upon, resort to or enforce the others, or any of them.

IN WITNESS WHEREOF, Winston D. Tallent and Linda L. Tallent, Husband and Wife, being the owners of the property known as TWILIGHT RIDGE, which is platted herewith, hereby approve the foregoing Deed of Dedication, Conditions, Restrictions and Plat this _____ day of _____2005.

_____
Winston D. Tallent, Owner

_____
Linda L. Tallent, Owner

STATE OF OKLAHOMA)
) SS.
COUNTY OF CREEK)

Before me, the undersigned, a Notary Public, in and for said County and State, on the ____ day of _____, 2005, personally appeared Winston D. Tallent, to me known to be the identical one who subscribed the name of Breisch & Associates, Inc., to the foregoing instrument 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 corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: September 27, 2007
Commission No.: 99013723

_____
Notary Public

NALEA L. BARBER NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA NO.99013723 CREEK COUNTY

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 Tulsa office of the Department of Environmental Quality, and hereby approve this plat for the use of public water systems and private sewage systems."

Note: Once plat approval has been obtained from the Department of Environmental Quality, no major soil modification may occur in an area designated for septic system disposal.

Restrictions to approval: _____

Date: _____ Signed: _____
Department of Environmental Quality

CERTIFICATE OF SURVEY

We, Breisch & Associates, Inc., an Oklahoma corporation, do hereby certify that we have carefully and accurately surveyed, staked and platted the tract of land described above and that the accompanying plat of the above designated TWILIGHT RIDGE a subdivision in Tulsa County, Oklahoma, is a true representation of said survey, dated this ____ day of _____, 2005.

_____
Winston D. Tallent P.L.S. 1024

REGISTERED LAND SURVEYOR WINSTON D. TALLENT LS 1024 OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF CREEK)

Before me, the undersigned, a Notary Public, in and for said County and State, on the ____ day of _____, 2005, personally appeared Winston D. Tallent, to me known to be the identical one who subscribed the name of Breisch & Associates, Inc., to the foregoing instrument 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 corporation for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: September 27, 2007
Commission No.: 99013723

_____
Notary Public

NALEA L. BARBER NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA NO.99013723 CREEK COUNTY

TWILIGHT RIDGE
DRAFT FINAL PLAT - SHEET 2 OF 2
NOVEMBER 1, 2005