DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF
TIMBERLAKE

KNOW ALL MEN BY THESE PRESENTS:

THAT TIMBERLAKE, L.L.C. AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO AS THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN ROGERS COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

A PARCEL OF LAND LOCATED IN THE W/2 OF THE SE/4 AND A PORTION OF THE APPROXIMATE EAST 330' OF THE SW/4 OF SAID SECTION 36; OF THE I.B. & M.; IN ROGERS COUNTY, OKLAHOMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S/4 CORNER OF SAID SECTION 36, TOWNSHIP 22 NORTH, RANGE 16 EAST (SAID POINT BEING THE "POINT OF BEGINNING"; THENCE N 89°28'15" E A DISTANCE OF 330.24 FEET A POINT BEING THE SOUTHEAST CORNER OF SAID PARCEL OF LAND; THENCE N 00°30'27" W A DISTANCE OF 1317.35 FEET TO A POINT BEING ONE OF SEVERAL POINTS OF INTERSECTIONS ("P.I."), THAT WILL BE PROPERTY CORNERS OF SAID DESCRIBED PARCEL OF LAND; THENCE N 89°24'07" E A DISTANCE OF 990.22 FEET TO A POINT BEING A P.I. CORNER OF SAID PARCEL; THENCE N 00°32'40" W A DISTANCE OF 588.90 FEET ALONG THE EASTERLY MOST LINE OF SAID DESCRIBED PARCEL TO A POINT, BEING THE NORTHEAST PROPERTY CORNER OF SAID PARCEL; THENCE S 89°21'01" W A DISTANCE OF 1319.81 FEET TO A POINT, SAID POINT BEING S 00°30'56" E A DISTANCE OF 329.24 FROM THE CENTER OF SAID SECTION 36; THENCE S 00°30'56" E AND ALONG THE NORTH SOUTH QUARTER LINE A DISTANCE OF 329.24 FEET TO A "P.I." POINT; THENCE N 89°22'03" E A DISTANCE OF 725.00 FEET TO A "P.I." POINT; THENCE S 00°31'53" E A DISTANCE OF 360.00 FEET TO A "P.I. POINT; THENCE S 89°23'14" W A DISTANCE OF 725.11 FEET TO A "P.I." POINT, SAID POINT BEING ON THE NORTH SOUTH QUARTER LINE OF SAID SECTION 36; THENCE S 00°30'56" E AND ALONG THE NORTH SOUTH QUARTER LINE OF SAID SECTION 36 A DISTANCE OF 278.72 FEET TO A "P.I." POINT; THENCE S 89°24'08" W A DISTANCE OF 329.09 TO A "P.I."POINT AT THE NORTH MOST WESTERLY POINT OF SAID PARCEL; THENCE S 00°31'24" E A DISTANCE OF 987.42 ALONG THE MOST WESTERLY LINE OF SAID PARCEL OF LAND TO A "P.I."POINT; THENCE N 89°27'13" E A DISTANCE OF 289.14 FEET TO A "P.I." POINT; THENCE S 00°31'34" E A DISTANCE OF 329.23 FEET TO A "P.I." POINT, SAID POINT BEING ON THE SOUTH SECTION LINE OF SAID SECTION 36 (SAID POINT ALSO BEING THE SOUTHWEST PROPERTY CORNER OF SAID PARCEL OF LAND); THENCE N 89°28'15" E ALONG THE SOUTH SECTION LINE A DISTANCE OF 38.76 TO THE "POINT OF BEGINNING"; THE DESCRIBED PARCEL CONTAINING APPROXIMATELY 41.37 ACRES MORE OR LESS.

AND THAT THE UNDERSIGNED OWNER HAS CAUSED THE ABOVE DESCRIBED PROPERTY TO BE SURVEYED, STAKED, PLATTED AND HAVE DESIGNATED THE SAME AS "TIMBERLAKE", AN ADDITION TO ROGERS COUNTY, OKLAHOMA.

THE OWNER AND PROPRIETOR BEING DESIROUS OF ESTABLISHING A UNIFORM SYSTEM OF DEVELOPMENT OF SAID PROPERTY AND PRESERVING THE CHARACTER THEREOF, DO HEREBY DECLARE AND ESTABLISH THE FOLLOWING DEDICATION, RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS WHICH SHALL BE AND ARE HEREBY MADE FOR THE USE AND BENEFIT OF EACH AND EVERY PERSON ACCEPTING COVENANTS THEREOF, EITHER FOR HIMSELF FROM THEM OR REMOTELY FROM ANY OF THEIR GRANTEES, SHALL TAKE THE SAME SUBJECT TO SUCH DEDICATIONS, CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS AND BY ACCEPTING SUCH INTEREST, SHALL BE DEEMED TO HAVE ASSENTED TO ALL SUCH COVENANTS AND TO BE BOUND THEREBY AND SHALL BE ENTITLED TO ALL THE BENEFITS THEREOF, TO-WIT:

CONDITION AND RESTRICTIONS

1. LOT USE. PREMISES ARE CONVEYED AND SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY LOT WHICH EXCEEDS THREE (3) STORIES IN HEIGHT. NO DWELLING MAY BE MOVED ONTO TIMBERLAKE.

2. DWELLING SIZE AND MATERIAL. NO SINGLE STORY DWELLING SHALL BE ERECTED IN TIMBERLAKE WHICH HAVE A LIVING SPACE OF LESS THAN 3,000 SQUARE FEET. NO BUILDING ON ANY SITE SHALL BEGIN UNTIL PLANS AND SPECIFICATIONS ARE APPROVED BY DEVELOPER OR HIS AGENT. SQUARE FOOTAGE SHALL BE COMPUTED ON MEASUREMENTS OVER FRAME OF LIVING SPACE EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES. SHINGLES ARE TO BE MADE OF HERITAGE II OR BETTER GRADE.

NO DWELLING SHALL BE ERECTED, PLACED OR CONSTRUCTED ON ANY LOT IN TIMBERLAKE UNLESS AT THIRTY-FIVE PERCENT (35%) OF THE EXTERIOR WALLS THEREOF ARE BRICK, STONE OR STUCCO MATERIALS; PROVIDED, HOWEVER THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS. IN ALL CASES, THE MASONRY SHALL EXTEND TO THE GROUND LINE, WHEREBY THE FOUNDATION SHALL BE CONCEALED. ANY DEVIATION OF EXTERIOR CONSTRUCTION MATERIALS SHALL BE PERMITTED ONLY UPON THE WRITTEN CONSENT OF THE DEVELOPER.

3. SET-BACK LINES. NO BUILDINGS, OUTBUILDINGS, STRUCTURES OR PARTS THEREOF SHALL BE CONSTRUCTED OR MAINTAINED ON LOTS NEARER TO THE PROPERTY LINES THAN THE SET-BACK LINES PROVIDED HEREIN OR SHOWN ON THE ACCOMPANYING PLAT. UNLESS OTHERWISE PROVIDED BY EASEMENT OR SET-BACK LINES SHOWN ON THE ACCOMPANYING PLAT, THE MINIMUM BUILDING SET-BACK LINES FOR DWELLINGS OR OTHER OUTBUILDING STRUCTURES SHALL BE: FRONT YARD – 40 FEET; SIDE YARD – 10 FEET; OTHER SIDE – 30 FEET; BACK YARD – 30 FEET.

4. GARAGES. ALL DWELLINGS SHALL HAVE GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. GARAGES MAY BE ATTACHED OR DETACHED FROM THE DWELLING. ANY DETACHED GARAGE SHALL CONFORM TO THE BASIC ARCHITECTURAL STYLE OF THE DWELLING.

5. DRIVEWAYS, CULVERTS. ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF ASPHALT OR CONCRETE MATERIAL AND SHALL NOT BE LESS THAN FOURTEEN (14) FEET IN WIDTH. ALL DRIVEWAYS SHALL CONTAIN DRAINAGE CULVERT OF A LEAST TWELVE (12) INCHES IN DIAMETER. DRIVEWAY DRAINAGE CULVERTS SHALL BE CONSTRUCTED WITH HEADWALLS CONFORMING TO THE MASONRY OF THE DWELLING AND SHALL ALLOW FOR NO EXPOSED CONCRETE, METAL OR PIPING.

6. MAILBOXES. ALL MAILBOXES SHALL BE ENCLOSED IN A BRICK OR MASONRY STRUCTURE WHICH SHALL EXTEND TO THE GROUND AND SHALL CONFORM TO THE DWELLING.

7. OUTBUILDINGS. ALL TOOL SHEDS, HOBBY ROOMS OR OTHER OUT-BUILDINGS SHALL CONFORM TO THE BASIC ARCHITECTURAL STYLING OF THE DWELLING AND SHALL HAVE AT LEAST THIRTY-FIVE PERCENT (35%) OF THE EXTERIOR THEREOF COMPOSED OF MASONRY.

8. ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT FOR A TOTAL OF THREE (3) DOGS, CATS OR OTHER HOUSEHOLD PETS AND THE SUCKLING YOUNG OF SAID ANIMALS. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMALS SHELTER SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN.

9. STORAGE. NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN SIX(6) MONTHS AFTER THE POURING OF THE FOOTING.

10. VEHICLES, MOTORCYCLES. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE OR FRONT YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY STREET WITHIN THE SUBDIVISION.

11. ANTENNAE. NO TELEVISION, RADIO, OR OTHER ANTENNAE OR RECEPTION DEVICES SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT WITHOUT THE WRITTEN APPROVAL OF THE DEVELOPER WITH EXCEPTION OF CABLE TELEVISION OR SATELLITE SERVICE.

12. FENCES. ANY FENCING SHALL BE CONSISTENT WITH A RESIDENTIAL ATMOSPHERE AND OF NEW CONSTRUCTION AND SHALL NOT INTERFERE WITH ACCESS TO EASEMENTS OR RIGHT-OF-WAYS. ALL YARD FENCES ABUTTING AND PARALLEL TO STREET, SHALL BE OF A DECORATIVE NATURE, SUCH AS WOOD, BRICK, STONE, STUCCO OR WROUGHT IRON. THE DEVELOPER OF TIMBERLAKE MAY BUILD A PERIMETER FENCE ALONG ANY PERIMETER LINES OF THE SUBDIVISION.

13. DWELLING AS RESIDENCE. NO TRAILER, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING 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.

14. NUISANCE. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO TIMBERLAKE.

15. SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY RESIDENTIAL LOT EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT OR ONE SIGN NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS USED BY BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD OF ANY RESIDENCE.

16. MOBILE HOMES. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN TIMBERLAKE.

17. WASTE. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL INCINERATORS OR OTHER EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET.

18. UNDERGROUND UTILITIES. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND UTILITY SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, WHICH ARE ENFORCEABLE BY THE SUPPLIERS OF EACH SUCH UTILITY, TO WIT:

a. ALL SUPPLY LINES SHALL BE LOCATED IN THE EASEMENT WAYS RESERVED FOR GENERAL SERVICES AND STREETS AS SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT- WAYS.

b. UNDERGROUND SERVICE LINES TO ALL HOUSES MAY BY RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE PROVIDED THAT UPON THE INSTALLATION OF SUCH LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE SHALL THEREAFTER BE DEEMED TO A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE (5) 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 HOUSE.

c. THE SUPPLIER OF UTILITY SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO AND UPON 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 FACILITIES SO INSTALLED BY IT.

d. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND UTILITY FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. THE SUPPLIER SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND 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.

e. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL ENFORCEABLE BY THE SUPPLIER OF SUCH SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

19. DRAINAGE EASEMENTS. NO TREES, SHRUBS OR SEEDLINGS OF ANY FORM SHALL BE PLACED IN DRAINAGE EASEMENTS EXCEPT CERTAIN GRASSES NORMALLY USED FOR LAWN PURPOSES. NO OBSTRUCTIONS SHALL BE PLACED OR PERMITTED TO REMAIN IN ANY OF THE DESIGNATED DRAINAGE-WAYS THAT WOULD HINDER OR RESTRICT THE FREE AND VOLUNTARY FLOW OF WATER FROM ITS INTENDED
PASSAGEWAY.

20. SANITARY DISPOSAL. SEWAGE IS INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS, AND SHALL BE SUBJECT TO THE REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SEPTIC SYSTEM SERVING THE LOT. THE AREA CONTAINING THE LATERAL LINES SHALL BE MAINTAINED FREE OF ANY BUILDING OR OTHER STRUCTURE OR SURFACING WHICH WOULD INTERFERE WITH THE FUNCTIONING OF THE LATERAL LINES. NO OUTSIDE TOILETS SHALL BE ALLOWED IN TIMBERLAKE AND ALL SANITARY ARRANGEMENTS MUST COMPLY WITH LOCAL AND STATE HEALTH REQUIREMENTS. PORTABLE TOILETS SHALL BE ALLOWED DURING CONSTRUCTION.

21. LANDSCAPE AND PAVING REPAIR. 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 ANY UNDERGROUND WATER SANITARY SEWER MAINS, STORM SEWERS, ELECTRICAL, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE.

22. HOMEOWNERS ASSOCIATION. A HOMEOWNERS ASSOCIATION HAS BEEN ESTABLISHED TO MAINTAIN THE ENTRYWAY AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. OWNERS OF ANY LOT WITHIN SAID SUBDIVISION SHALL, BY PURCHASING A LOT, BECOME A MEMBER OF THE HOMEOWNERS ASSOCIATION. MEMBERSHIP THEREIN SHALL BE APPURTENANT TO THE OWNERSHIP OF SAID LOT. ONE CANNOT BE TRANSFERRED WITHOUT THE OTHER. ASSESSMENTS SHALL BE MADE ON A PER LOT BASIS. MEMBERSHIP IN THE ASSOCIATION SHALL BE SUBJECT TO ASSESSMENTS TO BE SET BY THE MEMBERS. SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT ASSESSED, BUT SHALL BE SUBORDINATE TO ANY MORTGAGE OR OTHER LIENS, ACTS IF ANY OF HOMEOWNERS ASSOCIATION, MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN TIMBERLAKE AND THE OWNERS THEREOF. THE OWNERS OF VACANT LOTS OR UNSOLD BUILDER HOMES, "FOR SALE" SHALL NOT BE MEMBERS OF THE HOMEOWNERS ASSOCIATION, UNLESS THROUGH THE WRITTEN CONSENT OF THE OWNER, AT HIS OPTION, SHALL BECOME A MEMBER.

23. ENFORCEMENT. TO RESTRAIN OR TO RECOVER DAMAGES FOR VIOLATION OF THE COVENANTS MAY BE BROUGHT BY THE DEVELOPER OR AN OWNER OF ANY LOT OR HAVING ANY INTEREST THEREIN, WHETHER ACTING JOINTLY OR SEPARATELY. THE DEVELOPER AND HOMEOWNERS ASSOCIATION SHALL NOT BE OBLIGATED TO ENFORCE ANY COVENANT OR RESTRICTION THROUGH LEGAL PROCEEDINGS OR OTHERWISE.

24. APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING THE DEVELOPMENT OF TIMBERLAKE AS AN AREA OF HIGH STANDARDS, THE DEVELOPER RESERVES THE POWER TO CONTROL THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS PLACED ON EACH LOT, AS WELL AS TO MAKE SUCH EXCEPTIONS TO THESE COVENANTS AS THE DEVELOPER SHALL DEEM NECESSARY AND PROPER.

25. IN THE EVENT THE OWNER OR ANY OF ITS SUCCESSORS, GRANTEES, LESSEES OR ASSIGNS, OR ANY PERSON CLAIMING UNDER THEM, SHALL VIOLATE OR BREACH ANY OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN OR IMPOSED HEREBY, ANY PERSON OR PERSONS OWNING A LOT OR PARCEL WITHIN "TIMBERLAKE", THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN WITH RESPECT TO SUCH COVENANTS ONLY, OR ITS THEN SUCCESSOR, SHALL HAVE THE RIGHT TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS ATTEMPTING TO VIOLATE ANY OF SUCH COVENANTS OR RESTRICTIONS TO PREVENT VIOLATION OR TO RECOVER DAMAGES FOR THE VIOLATION THEREOF. INVALIDATION OF ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN BY JUDGEMENT OR OTHER ACTION SHALL NOT AFFECT THE VALIDITY OF ANY OTHER COVENANTS OR RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND AFFECT AND BE THEREAFTER CONSTRUED AS IF SUCH INVALIDATED COVENANT OR RESTRICTION WERE NOT HEREIN CONTAINED. THE FAILURE OF THE OWNER OR ANY SUCCESSOR(S) IN TITLE TO THE PROPERTY WITHIN "TIMBERLAKE" TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT OR CONDITIONS AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

26. SEVERABILITY. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

27. BINDING EFFECT; AMENDMENTS. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM; PROVIDED, HOWEVER, THEY MAY BE AMENDED BY THE OWNERS OF A MAJORITY OF THE LOTS OF TIMBERLAKE, WHICH AMENDMENT SHALL BE EFFECTIVE UPON RECORDING IN THE RECORDS OF THE ROGERS COUNTY CLERK. THE DEVELOPER RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED AND FILED IN THE OFFICE OF THE COUNTY CLERK OF ROGERS COUNTY, OKLAHOMA.

TIMBERLAKE, L.L.C.

BY: _____
JIMMY D. ROBERTS OWNER/MANAGER

_____
LLOYD GARRISON OWNER/MANAGER

BOOK 1156 PAGE 0913

STATE OF OKLAHOMA)
) SS
COUNTY OF ROGERS)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 1st DAY OF December, 1998, PERSONALLY APPEARED JIMMY D. ROBERTS AND LLOYD GARRISON, TO ME TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAMES OF THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AS ITS OFFICERS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACTS AND DEEDS AND AS THE FREE AND VOLUNTARY ACTS AND DEEDS OF SUCH CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

Notary Public Oklahoma
OFFICIAL SEAL
COLLEEN S. COFFMAN
Rogers County
Commission Expires 11-23-02

SURVEYOR'S CERTIFICATE

I, TIMOTHY H. HALSTEAD, DO HEREBY CERTIFY ON THIS 31st DAY OF October, 1998, THAT I AM BY PROFESSION A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA AND THAT THIS PLAT OF TIMBERLAKE REPRESENTS A SURVEY MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THE POSITIONS ARE CORRECTLY SHOWN.

_____
TIMOTHY H. HALSTEAD, R.P.L.S. #1392 DATE

SEAL

STATE OF OKLAHOMA)
) SS
COUNTY OF ROGERS)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 31st DAY OF Oct., 1998, PERSONALLY APPEARED TIMOTHY H. HALSTEAD, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED THE NAME OF THE MAKER(S) TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES SET FORTH.

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-23-2002

Notary Public Oklahoma
OFFICIAL SEAL
COLLEEN S. COFFMAN
Rogers County
Commission Expires 11-23-02

CERTIFICATE OF COUNTY TREASURER

THE UNDERSIGNED TREASURER FOR ROGERS COUNTY, OKLAHOMA, DOES HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO THE AD VALOREM TAXES ON THE TRACT SHOWN ON THE ATTACHED PLAT AND FIND THAT ALL AD VALOREM TAXES HAVE BEEN PAID FOR ALL PRIOR YEARS, AND A DEPOSIT COVERING THE 1998 TAXES HAS BEEN MADE.

_____
ROGERS COUNTY TREASURER

DATE: 12-11-98

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 CLAREMORE OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY, AND HEREBY APPROVE THIS PLAT FOR THE USE OF COMMUNITY WATER SYSTEM AND INDIVIDUAL SEWAGE SYSTEMS.

DATE: 12-11-98

_____
ENVIRONMENTAL SPECIALIST
DEPARTMENT OF ENVIRONMENTAL QUALITY

APPROVED
DEC 10 1998
DEPT. OF ENVIRONMENTAL QUALITY

APPROVAL ROGERS COUNTY METROPOLITAN PLANNING COMMISSION

I, _____ CHAIRPERSON OF THE CITY OF CLAREMORE ROGERS COUNTY AREA PLANNING COMMISSION, DO HEREBY CERTIFY THAT SAID COMMISSION DULY APPROVED THE PLAT OF TIMBERLAKE ADDITION ON THIS 3 DAY OF December, 1998

_____
CHAIRPERSON

SEAL

ACCEPTANCE OF DEDICATION BY BOARD OF COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ROGERS COUNTY, OKLAHOMA, THAT THE DEDICATION SHOWN ON THE ATTACHED PLAT OF TIMBERLAKE IS HEREBY ACCEPTED. ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ROGERS COUNTY, OKLAHOMA.

THIS 28 DAY OF December, 1998.

ATTEST: _____
COUNTY CLERK

_____
ROGERS COUNTY COMMISSION