

**TRINITY CREEK
DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

Know all men by these presents:

That "Trinity Creek", sponsored by Trinity Creek Development, Inc., is the owner of the following described land in the City of Tulsa, Tulsa County, State of Oklahoma, to-wit:

A subdivision in part of the SW/4 of Section 26, Township 19 North, Range 14 East of the Indian Base and Meridian, in the City of Tulsa, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the south Quarter Corner of said Section; thence S 88°40'17" W along the south boundary of said SW/4 a distance of 2103.53 feet to a point; thence N 1°19'43" W a distance of 50.00 feet to a point; thence beginning a curve to the left with a tangent bearing of N 88°40'17" E, radius of 30.00 feet, a distance of 47.12 feet along the curve to a point, thence N 1°19'43" W a distance of 62.65 feet to a point; thence beginning a curve to the left with a radius of 580.00 feet, a distance of 21.27 feet along a curve to a point; thence beginning a curve to the left with a radius of 25.00 feet, a distance of 38.35 feet along a curve to a point; thence S 88°40'17" W a distance of 12.83 feet to a point; thence N 1°19'43" W a distance of 50.00 feet to a point; thence beginning a curve to the left with a tangent bearing of N 88°40'17" E, a radius of 25.00 feet, a distance of 44.73 feet along a curve to a point; thence beginning a curve to the left with a radius of 580.00 feet, a distance of 137.38 feet along a curve to a point; thence N 27°25'25" W a distance of 99.01 feet to a point; thence N 62°34'35" E a distance of 50.00 feet to a point; thence beginning a curve to the left with a tangent bearing of S 27°25'25" E, a radius of 25.00 feet, a distance of 39.27 feet along the curve to a point, thence N 62°34'35" E a distance of 116.50 feet to a point; thence beginning a curve to the right with a radius of 1525.00 feet, a distance of 373.16 feet along the curve to a point; thence beginning a curve to the left with a radius of 25.00 feet, a distance of 38.46 feet along the curve to a point, thence N 11°33'19" W a distance of 1.96 feet to a point; thence beginning a curve to the left with a radius of 350.00 feet, a distance of 262.02 feet along the curve to a point; thence N 54°26'55" W a distance of 67.29 feet to a point; thence beginning a curve to the left with a radius of 25.00 feet, a distance of 32.95 feet along the curve to a point; thence N 39°58'16" W a distance of 50.00 feet to a point; thence beginning a curve to the left with a tangent bearing of N 50°01'44" E, a radius of 125.00 feet, a distance of 111.70 feet along the curve to a point; thence N 1°10'21" W a distance of 169.13 feet to a point; thence beginning a curve to the right with a radius of 225.00 feet a distance of 117.04 feet along the curve to a point; thence S 61°22'8" E a distance of 50.00 feet to a point; thence beginning a curve to the left with a tangent bearing of S 28°37'52" W, radius of 25.00 feet, a distance of 47.77 feet along the curve to a point; thence S 80°50'24" E a distance of 0.24 feet to a point; thence beginning a curve to the right with a radius of 185.00 feet for a distance of 87.04 feet along the curve to a point; thence S 53°53'1" E a distance of 114.78 feet to a point; thence beginning a curve to the left with a radius of 185.00 feet a distance of 258.06 feet along the curve to a point; thence N 46°11'30" E a distance of 172.61 feet to a point; thence beginning a curve to the left with a radius of 25.00 feet a distance of 39.27 feet along the curve to a point; thence N 46°11'30" E a distance of 50.00 feet to a point; thence S 43°48'30" E a distance of 77.03 feet to a point; thence beginning a curve to the right with a radius of 775.00 feet a distance of 103.03 feet along the curve to a point; thence S 36°11'29" E a distance of 14.56 feet to a point; thence N 53°48'31" E a distance of 133.99 feet to a point; thence S 77°49'42" E a distance of 86.15 feet to a point; thence S 83°23'29" E, a distance of 203.62 feet to a point; thence N 69°57'35" E a distance of 204.54 feet to a point; thence N 75°22'30" E a distance of 144.19 feet to a point; thence N 14°39'45" E a distance of 20.00 feet to a point; thence S 75°20'15" E a distance of 128.85 feet to a point; thence S 81°54'0" E a distance of 50.00 feet to a point; thence beginning a curve to the right with a tangent bearing of S 8°06'00" W, a radius of 225.00 feet, a distance of 24.30 feet along the curve to a point; thence S 61°52'11" E a distance of 126.07 feet to a point; thence N 33°49'15" E a distance of 12.53 feet to a point; thence N 88°42'19" E a distance of 17.50 feet to a point on the east boundary of said SW/4; thence S 1°17'41" E along the east boundary of said SW/4 a distance of 1283.21 feet to the point of beginning, less the south 50 feet dedicated street right-of-way for east 51st Street south, containing 54.79 acres, more or less.

And that the owner has caused the above described land to be surveyed, staked, platted and subdivided into 157 lots in 9 blocks in conformity with the accompanying Plat, and has designated the subdivision as "Trinity Creek", a subdivision in the City of Tulsa, Tulsa County, state of Oklahoma.

Section I. Public Street Rights-of-Way, Easements and Utilities

A. General Utility Easements

The owner does hereby dedicate for public use the street rights-of-way as depicted on the accompanying Plat and does further dedicate for public use the easements as depicted on the accompanying Plat as "U/E" for "Utility Easement", "CC/E" for Cox Communications Easement and "SS/E" for sanitary sewer easement for the several purposes of constructing, maintaining, repairing, removing and replacing any and all public utilities, including storm and 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 such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements of the uses and purposes aforesaid, provided however, the owner hereby reserves the right to construct, maintain, operate, lay and re-lay 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 the utility easements depicted on the Plat, for the purpose of furnishing water and/or sewer services to the area included in the Plat and to the areas outside of 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 Tulsa, Oklahoma, and by the supplier of any affected utility service, that are within the utility easements depicted on the accompanying Plat. No building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit fences, drives, parking areas, curbing and landscaping, which do not constitute an obstruction as aforesaid.

B. Underground service

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the utility easements East 51st Street South, elsewhere throughout the subdivision all supply lines including electric, telephone, cable television and gas lines shall be located underground in the easements dedicated for general utility services and in right-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 the easement ways.

2. Underground service cables and gas service lines to all structures which may be located within the subdivision may be run from the gas main, nearest service pedestal or transformer to the point of usage determined by the location and the construction of such structure as may be located on the lot, provided that upon the installation of a service cable or gas service line to a particular structure, the supplier of the service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on the lot, covering a 5 foot strip extending 2.5 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.

3. The supplier of the electric, telephone, cable television and gas services, through its agents and employees, shall at all times have the right of access to all utility easements 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 electric, telephone or cable television 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 the lots and shall prevent the alteration of grade or any construction activity which would interfere with the 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 owner's agents or contractors.

5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the electric, telephone or cable television or gas service and the owner of the lot agrees to be bound hereby.

C. Water, sanitary sewer, and storm sewer service

1. The owner of the lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on the lots.

2. With the storm sewer easement and utility easement areas depicted on the accompanying Plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity which would interfere with the public water mains, sanitary sewer mains, and storm sewers shall be prohibited.

3. The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, 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 owner's agents or contractors.

4. The City of Tulsa, Oklahoma, or its successors, shall at all times have right of access to all 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, sanitary sewer or storm sewer facilities.

5. The City of Tulsa, or its successors prohibits the erection of any arch or similar structure over any driveway or entrance drive to and within the parking area which would prohibit any government vehicle, specifically any fire vehicle from free usage and circulation throughout the facility.

6. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Tulsa, Oklahoma, or its successors, and the owner of the lots agrees to be bound hereby.

D. Gas service

1. The owner of the lot shall be responsible for the protection of the gas facilities located on the owner's lot.

2. Within the utility easement areas depicted on the accompanying Plat the alteration of grade from the contours existing upon the completion of the installation of a gas main or construction activity that would interfere with gas mains shall be prohibited.

3. The supplier of the gas service shall be responsible for ordinary maintenance of gas mains but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, or the owner's agents or contractors.

4. The supplier of gas service shall at all times have right of access to all utility easements depicted on the accompanying Plat, or otherwise provided for in this deed of dedication, for the purpose of installing, removing or replacing any portion of gas facilities.

5. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service, and the owner of the lot agrees to be bound hereby.

E. Surface drainage

Each lot shall receive and drain, in an unrestricted 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/her lot. The foregoing covenants set forth in this paragraph E shall be enforceable by any affected lot owner and the City of Tulsa, Oklahoma.

F. Limits of no access

The undersigned owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 51st Street South within the bounds designated as "Limits of No Access" (L.N.A.) On the accompanying Plat, which "Limits of No Access" may be amended or released by the Tulsa Metropolitan Area Planning Commission, or its successor, and with the approval of the City of Tulsa, Oklahoma, or as otherwise provided by the statutes and laws of the state of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Tulsa.

G. Paving and landscaping within easements

The owner of the lots affected shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water, sewer, storm sewer, facilities within the utility easement and restricted waterline easement areas depicted upon the accompanying Plat, provided however, the City of Tulsa, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

H. Storm sewer

1. The City of Tulsa, Oklahoma, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

2. No fence, wall, building or other obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system.

3. The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner or the owner's agents or contractors.

4. The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Tulsa, Oklahoma, or its successor, and the owner of the lots agrees to be bound hereby.

I. Detention Easement – Reserve Areas

1. The Owner/Developer does hereby dedicate to the city of Tulsa, Oklahoma for Public use (subject to Easements of Record) a perpetual easement on, over and across the property designated and shown on the accompanying plat as Reserves D, E-1 and E-2 (hereinafter referred to as the "Detention Easement

Area") for the purposes of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the various lots within "Trinity Creek" and from properties not included within "Trinity Creek".

The City of Tulsa, Oklahoma shall in accordance with Standards and Specifications approve 2. Detention, retention, and other drainage facilities constructed within the detention easement area.

3. Detention, retention, and other drainage facilities shall be maintained by the Trinity Creek Homeowners' Association, to the extent necessary to achieve the intended drainage, retention and detention functions including repair of appurtenances and removal of obstructions and siltation and the Trinity Creek Homeowners' Association shall provide customary grounds maintenance within the detention easement area in accordance with the following Standards:

a. Grass areas shall be mowed (in season) at regular intervals not exceeding four weeks.

b. Concrete appurtenances shall be maintained in good condition and replaced if damaged.

c. The detention easement area shall be kept free of debris.

4. In the event the Trinity Creek Homeowners' Association should fail to properly maintain the detention, retention, and other drainage facilities or, in the event of the placement of an obstruction within, or the alteration of the grade or contour within the detention easement area, the City of Tulsa, Oklahoma, or its designated contractor may enter and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Trinity Creek Homeowners' Association. In the event the Association fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Tulsa, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each lot within "Trinity Creek", provided however, the lien against each lot shall not exceed 1/140th of the costs. The City of Tulsa, Oklahoma may foreclose a lien established as above provided.

J. 100-Year Floodplain Easement – Reserve E-1 and E-2

1. The Owner/Developer does hereby dedicate to the City of Tulsa, Oklahoma for Public use (subject to easements of record) a perpetual easement on, over, and across the property designated and shown on the accompanying plat as Reserve E-1 and E-2 (Hereinafter referred to as the "Floodplain Easement Area") for the purposes of protecting the 100-year floodplain located within Reserve E. The floodplain easement area is hereby established to 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.

2. The Owner of Reserve E-1 and E-2 shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the Reserve. The City of Tulsa, Oklahoma, or its designated Contractor may enter Reserve E-1 and E-2 to perform maintenance necessary to the achievement of the intended drainage functions. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot or parcel owner and by the City of Tulsa, Oklahoma.

K. Drainage Easement.

1. The Owner/Developer does hereby dedicate to the City of Tulsa, Oklahoma for public use (subject to easements of record) a perpetual easement on, over, and across those areas depicted on the accompanying plat as "D/E" or "Drainage Easements" for the purposes of permitting the overland flow, conveyance, and discharge of stormwater runoff from the various lots within the subdivision and from properties outside the subdivision and for the purposes of constructing, maintaining, repairing, removing and replacing storm sewers, together with all fittings, including 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 drainage easements for the uses and purposes aforesaid.

2. Drainage facilities constructed within drainage easements shall be in accordance with Standards and Specifications approved by the City of Tulsa, Oklahoma.

3. No fence, wall, building or other obstruction may be placed or maintained in the Drainage easement areas nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Department of Public Works of the City of Tulsa Oklahoma, provided, however that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 $\frac{1}{2}$) inches shall not require the approval of the Department of Public Works of the City of Tulsa, Oklahoma, and that normal appurtenances to the supply of electricity such as transformers, pads, and pedestals are not to be deemed obstructions.

4. The above ground area of the drainage easement shall be maintained by the Owner of the lot within which the easement area is located and maintenance shall be in accordance with standards prescribed by the City of Tulsa, Oklahoma. In the event the owner should fail to properly maintain the easement areas or, in the event of the placement of an obstruction within an easement area, or the alteration of the grade or contour therein, the City of Tulsa Oklahoma, or its designated contractor may enter the easement area

and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the Owner. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Tulsa, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot. The City of Tulsa, Oklahoma may foreclose a lien established as above provided.

SECTION II Development Restrictions

Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the owner, its successors and assigns, and shall be enforceable as hereinafter set forth.

- A. Zoning. Trinity Creek shall be developed in accordance with and subject to the provisions of the City of Tulsa Zoning Code, as such provisions existed on January 1, 2004, or as may be subsequently amended.
- B. Use.
1. Lots: The use of the platted lots shall be limited to detached single-family residential purposes, having an attached garage providing space for a minimum of two automobiles.
 2. Reserve Areas: Reserve Areas A, B, C, D, E, F & G as reflected on the recorded Plat of Trinity Creek shall be used as common area only. The common area has been granted by owner/developer as a perpetual easement for the purposes of pedestrian access, open area, roadways, park area and related amenities, and for permitting the flow, conveyance, and discharge of storm water runoff from the lots within Trinity Creek. Drainage facilities constructed in said common area shall be in accordance with standards prescribed by the City of Tulsa and plans and specifications approved by the City of Tulsa. The association in accordance with standards prescribed by the City of Tulsa shall maintain said drainageway area and facilities. In the event the association should fail to adequately and properly maintain said drainageway area and facilities, the City of Tulsa may enter upon said area, perform said maintenance, and the cost of performing said maintenance shall be assessed in the same manner as special assessments against all members of the association. All lot owners within Trinity Creek shall have access to the park area, playground equipment, swimming pool (if constructed) and clubhouse (if constructed) within the common area. Access by any lot owner, whether within Trinity Creek, to the common area shall be subject not only to membership in the association, but also to payment of the special assessment described in Section IV hereof. The

owner/developer reserves the right not to construct a swimming pool and/or clubhouse.

3. Fencing and landscaping easement: The owner/developer herein reserves perpetual easements to erect and maintain decorative fencing, as well as to install and maintain landscaping, within the area depicted on the accompanying Plat as "F&L/E" or "Fencing and Landscaping Easement." Such "F&L/E" areas shall be reserved for subsequent conveyance to a homeowner's association as set forth within Section IV.
4. Fronting and access limitation: Each dwelling shall front a dedicated public street.
5. Yards and setbacks:
 - A. Street setback: no building shall be erected nearer to a public street than the building setback lines depicted on the accompanying Plat.

Garages facing side streets having a 15 feet building line shall be set back 20 feet from the property line. The front of the house must face the most restrictive building line.
 - B. Rear yard: the minimum rear yard shall not be less than 20 feet in depth.
 - C. Side yard: the minimum side yard shall not be less than 5.0 feet nor the depth of any utility easement located within the lot and along the side lot line.
 - D. Dwelling separation: dwellings shall maintain a separation of not less than 10 feet.
 - E. Easement setbacks: no building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying Plat.
 - F. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the sight-triangle area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. Signage: Monument signs identifying the residential development may be located at entrances to Trinity Creek.
7. Sidewalks: All lots shall have continuous sidewalk along street frontage meeting the specifications and requirements of the City of Tulsa. Four-foot wide sidewalks shall be placed along residential streets at a distance of 5'-10" from the back of the curb. Five-foot wide sidewalks shall be placed along the collector street (S. 165th E. Ave. From 51st St. S. To e. 49th St.) at a distance of 4'-10" from the back of the curb.
8. Minimum square footage:
 - A. The Cottages of Trinity Creek
(Southeast corner 37 lots of subdivision divided from main portion of the subdivision by Reserve E, containing 167th E. Ave., S 168th E. Ave., E. 50th pl. S., and E. 50th St. S.)

All one story single-family dwelling units shall have a minimum of 1,600 square feet of finished heated living area. All two story single family dwelling units shall have a minimum of 2,000 square feet of finished heated living area and at least 1,600 square feet must be located on the first floor.

- B. Other standard lots

All one story single-family dwelling units shall have a minimum of 1,800 square feet of finished heated living area. All two story single family dwelling units shall have a minimum of 2,200 square feet of finished heated living area and at least 1,600 square feet must be located on the first floor.

Section III Additional Restrictions

Whereas, the developer desires to establish additional restrictions for the purpose of providing for the orderly development of the residential development area and to ensure adequate restrictions for the mutual benefit of the developer, its successors and assigns.

Therefore, the developer does hereby impose the following additional restrictions and covenants on the residential development area, which shall be covenants running with the land, and shall be binding upon the developer, its successors and assigns:

- A. Architectural Committee - Plan Review:

1. No building, fence or wall shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications and plot plan, which plot

plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of the members of Trinity Creek development, inc., or their duly authorized representative, representatives or successors. The architectural committee may approve plans and specifications for any builder and such plans, if used again, need not be resubmitted for subsequent approval. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the architectural committee fails to approve or disapprove any such plans, specifications and plot plans submitted to it as herein required within thirty (30) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The architectural committee's purpose is to promote good design and compatibility within the subdivision 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 alternative 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 hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the architectural committee is hereinafter authorized to grant the particular waiver.
3. The powers and duties of the committee or its designated representative shall cease on the 1st day of January 2017, or when ninety percent (90%) of the lots have been closed, whichever occurs first. Thereafter, the homeowners' association hereafter provided for shall exercise the powers and duties of the architectural committee. However, the home owners' association shall not unreasonably withhold design approvals if such requests are consistent with, and meet the general requirements as previously approved by the architectural committee.

B. Building material requirements:

1. Stem walls: All exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.
2. Roofing: Unless approved by the architectural committee, no building shall have a roof pitch of less than 7/12. All patios, porches and dormers shall be no less than a 4/12 pitch. Wood grained composition roofing material having a thirty (30) year or more rating (such as "Tamko Heritage 30-year) with a weathered wood color and appearance shall be used on all homes in the subdivision. The committee may, but shall not be obligated to, waive this restriction. Provided, however, such waiver to be effective must be in writing, dated and signed by the committee.
3. Exterior walls: The first story exterior walls of the dwelling erected on any lots shall be one hundred percent (100%) brick, stone or stucco, provided, however, that the area of all windows and doors located in said exterior walls and the area adjacent to patios and under porches shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the constructions of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. (exclusive of fireplace chase.)
4. Windows: All dwellings with windows other than wood must be painted in color harmony with the exterior color and texture of the residence. Windows may be wood or vinyl or as approved by the architectural committee. Vinyl windows shall be prime residential grade or better. Wood frames shall be painted, sealed or stained.
5. Siding: No steel, aluminum, vinyl or plastic siding shall be permitted on any building on any lot.
6. Mailboxes: All mailboxes shall be of the same design to that specific plan provided by the developer. The mailbox shall be positioned so that is accessible from the curb and 6 feet from the "inside edge" of the driveway. "Inside edge" shall mean the edge of the driveway that borders the largest continuous lot area. The top of the mailbox shall be 46 inches from the street level. No mailbox shall be erected on any lot without the approval of the design by the committee.
7. Garage doors: Garage doors must be painted in color harmony with the exterior color and texture of the residence. Garage doors shall not have

any glass exposed to the street, but may have wood trim painted or stained to compliment the exterior color(s) of the dwelling.

8. Waiver: The architectural committee may waive, in a particular instance, the building material requirements set out in this subsection; provided, such waiver to be effective must be in writing, dated and signed by a majority of the architectural committee.

C. Noxious activity: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash, or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

D. Existing building: No existing or erected building of any sort may be moved onto or placed on any lot.

E. Temporary structures and outbuildings:

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.

2. Except for buildings existing at the time of filing of this Plat, any building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling and approval by the architectural committee.

F. Vehicle storage and parking: no inoperative vehicle shall be stored on any residential 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.

G. Antennas: no radio or television tower, aerial or antenna shall be located on any lot. Satellite dishes shall be no larger than 18" in diameter and be screened from view from the street within the addition.

H. Landscaping requirements: the front elevation of all lots and side elevations of any corner lot must be professional landscaped to architectural committee requirements. Such requirements shall be met upon completion of any residence. All front, side and back yards must be sodded on the completion of any residence in the subdivision.

I. Livestock and poultry prohibited: no animals, livestock or poultry (including pigeons) of any kind shall be raised, bred or kept on any lot or part thereof, except that dogs, cats or other household pets may be kept; provided, that they are not kept, bred or maintained for any commercial purpose and are otherwise in compliance with City of Tulsa ordinances.

J. Interior fences and walls: interior fences and walls situated upon lots shall comply with the following:

- I. No fencing shall extend beyond the building line of any residence. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner.
- II. All fences shall consist entirely of wood, brick, natural stone, wrought iron, or some combination thereof. All wood fencing must have metal posting. Such metal posting shall be interior of the fencing and not visible from any public street. All wood fencing shall be constructed with the trimmed/finished siding exposed to any areas visible from public street view. The committee may, but shall not be obligated to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted under any circumstances.
- III. No fence in excess of six (6') feet in height shall be permitted.
- IV. The architectural committee shall review and approve all fencing that abut Reserve Areas, ensuring that consistent materials and fence installation provide a uniform boundary for the Reserve Areas.

Section IV Homeowners' Association

- A. Formation of Homeowners' Association. The owner has formed or shall cause to be formed an association or associations of the owners of lots within Trinity Creek to be established in accordance with the statutes of the state of Oklahoma, and to be formed for the general purposes of maintaining the common areas, and enhancing the value, desirability and attractiveness of Trinity Creek (the "association").
- B. Membership. Any owner of a lot in Trinity Creek in the City of Tulsa, Tulsa County, state of Oklahoma, shall automatically become a member of the association. The membership of the association shall be limited to the record owner, whether one or more persons or entities, of a fee simple title to a lot situated within Trinity Creek and in any additional property as may be annexed to or merged into the jurisdiction of the association or allowed to join according to procedures set forth in the articles or bylaws, including (without limitation) property owners in Trinity Creek II as provided in Section iv hereof, who elect in writing to join the association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and

may not be separated from ownership of any lot situated within Trinity Creek. Ownership of a lot shall be the sole qualification of membership with respect to those property owners in Trinity Creek.

C. Powers of the association. The association, in addition to all other rights, powers, and duties provided herein and as contained in its certificate of incorporation, shall have all powers, rights and privileges which a not-for-profit corporation organized under the laws of the state of Oklahoma by law may now or hereafter have to carry out its corporate purposes.

D. Voting rights. The association shall have two classes of voting membership:

Class A: Class A members shall be all those persons or entities entitled to membership as defined in paragraph B of this Section IV with the exception of owner/developer. Class A members who own a lot shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by paragraph B of this Section IV; provided, however, when two or more persons or entities hold such interest or interests in any lot, although all of such persons or entities shall be members of the association, the vote for such lot shall be exercised as they, among themselves, may determine, but in no event shall more than one (1) vote per lot be cast with respect to any one lot.

Class B: The Class B member shall be owner/developer. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by paragraph B of this Section IV; provided, that the Class B membership shall cease and be converted to Class A members on the earlier to occur of:

(A) The date on which seventy-five percent (75%) of the lots in Trinity Creek so platted have been sold by owner/developer; or

(B) December 31, 2010; or

(C) Such date as owner/developer executes and records with the county clerk of Tulsa County, Oklahoma, a notice that owner/developer has elected to convert the Class B membership to Class A membership.

Notwithstanding any provision herein to the contrary, the owner/developer's 3-for-1 right to vote shall apply only to association matters involving Trinity Creek; which respect to any matters involving Trinity Creek II, the owner/developer shall be entitled to one (1) vote for each lot in which the owner/developer owns in Trinity Creek and in Trinity Creek II.

E. Members' Easements of Enjoyment. Every member shall have the nonexclusive right and pedestrian access easement to use and enjoy the common area and all improvements constructed thereon. Such right and easement shall be appurtenant to and shall pass with the title to every lot within Trinity Creek, subject, however, to the following provisions:

1. The right of the association to limit the number of guests of members as well as the volume of noise and any other nuisance which interferes with the peaceful enjoyment of Trinity Creek;
 2. Subject to the provisions of paragraph I of this Section III, the right of the association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the common area and facilities and improvements constructed thereon and in aid thereof to mortgage said property, but only upon the prior written consent of the owner/developer. In the event such property is so mortgaged, the rights of the members of the association hereunder to use and enjoy such common area shall be subject and subordinate to the rights of the mortgagee therein.
 3. The right of the association to dedicate or transfer all or any part of the common area to any governmental body, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by members entitled to cast one-half (1/2) of the votes of the Class A membership and one-half (1/2) of the votes of the Class B membership, if any, in which such members evidence their agreement to such dedication and transfer, or upon the affirmative, majority vote of the board of directors but only after said board receives written consent from the owner/developer;
 4. The right of the association to suspend the voting rights and suspend or terminate the right to use and easement of the common area of a member:
 - (I) With respect to voting rights, for any period during which any assessment against this lot remains unpaid; provided, however, the association shall give written notice to the deficient member, or
 - (II) With respect to use and easement of the common area, for any period during which any assessment against his or her lot remains unpaid or for any infraction of the published rules and regulations of the association relating to such use.
 5. The right of the association to prescribe rules and regulations for the use, enjoyment and maintenance of the common area.
- F. Delegation of use of common area. Any member may delegate, in accordance with the bylaws of the association, his right to use, but not ownership of his easement right to, the common area and facilities and improvements situated thereon, to his or her family members and guests, and to tenants who reside in Trinity Creek.
- G. Title to the common area. The owner/developer herein reserves the right and easement to enter upon the common area and construct, repair and maintain

improvements therein. Maintenance of the common area shall be borne by the association; provided, however, in the event the association fails or refuses to maintain the common area, the owner/developer shall have the right, but not the obligation, to maintain the common area in a reasonable manner and the association shall reimburse the owner/developer for such expenses upon demand. The owner/developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common area to the association, subject only to any easements and restrictions of record, upon the conversion of Class B membership to Class A membership pursuant to the provisions hereof. Conveyance of the common area to the association shall be approved in writing by the association, which shall not unreasonably refuse to take title thereto.

- H. Damage to the common area. If, due to the act or omission of any owner, his family, tenants, contract purchasers, guests, licensees or other invitees, the common area is damaged (normal wear and tear excepted) and maintenance, repair or replacement shall be required thereby, then such owner shall pay for the full cost of such maintenance, repair and replacement as shall be determined by the association.
- I. Creation of lien and personal obligation of assessments. Except for annual assessments described in paragraph 3 below, no assessments (annual or special) shall be assessed against or attach to any lot owned by owner/developer within Trinity Creek. Except for owner/developer, each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to convey and agree to pay to the association their share of:
- (a) Annual assessments or charges provided for herein, and
 - (b) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

If permitted to become delinquent, an annual or special assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a lien upon the lot against which each such assessment is made whether a lien is actually filed of record or not. Each such assessment, together with such interest, costs and reasonable attorneys' fees incurred in collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due.

- J. Purpose of assessment. The assessments levied by the association shall be used for the purpose of promoting the recreation, health, and welfare of the residents in Trinity Creek and promoting the habitability of residential structures and enhancing property values in Trinity Creek including, but not limited to the improvement and maintenance of the common area and improvements thereon,

including (without limitation) ad valorem taxes, drainageways and easements, driveways, parking areas, fences and walls, and landscaped areas.

- K. Annual assessments. The annual assessment on any lot owned by the owner/developer and any owner of such lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, shall be _____ dollars (\$ _____) per lot. For all other owners, the initial annual assessments, commencement of which is provided for in paragraph m of this Section IV, for the first year shall be _____ dollars (\$ _____) per lot. The annual assessment on lots owned by owners (other than the owner/developer and any builder of the residential structure which will not be used by such builder as his primary residence) may be increased by the affirmative vote of the board of directors of the association upon thirty (30) days written notice to such owners prior to the effective date of such increase. Provided, that any increase in the annual assessment greater than 50% from the previous years' annual assessment amount shall require the affirmative vote of a majority of those owners of lots in Trinity Creek who are in attendance (either in person or by proxy) at a special meeting of the members, duly called and noticed.

Annual and special assessments shall be established at a uniform rate applying such factors as the board of directors shall determine appropriate, such as the operation costs of the association, maintenance of the common areas, cost of living increases, enhancement of property values and other equitable factors. Annual assessments paid by the owner/developer and owners of lots in Trinity Creek shall be used exclusively for the maintenance and repair of the common areas, and for such operating costs of the association that are related to the operation of the common areas and the general operations of the association.

- L. Special assessment. In addition to the assessments authorized above, the association may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, repair or replacement of a capital improvement upon the common area or entryways, including the necessary fixtures and personal property related thereto and payment for any expenses deemed necessary and appropriate by the board of directors; provided that special assessments against lots in Trinity Creek shall require the affirmative vote of the Class B member and one-half (1/2) of the owners of such lots who are Class A members of the association who are in attendance (in person or by proxy) at a special meeting of the members of the association, duly called and noticed. A special assessment in the amount of \$ _____ is hereby assessed against each lot for purposes of contributing to the construction of a swimming pool and clubhouse facility. This special assessment shall be collected and paid to the association pursuant to a common use agreement between owner/developer and the association. This special assessment shall be paid, at the election of owner/developer, either (a) within 120 days after owner/developer conveys such lot to another owner; or (b) out of the closing proceeds of the sale of such lot and residential structure thereon to an owner

occupant. This special assessment shall be paid to the association for deposit into a special escrow account for the purpose of contributing to the construction of such swimming pool and clubhouse facility pursuant to the terms of the common use agreement. Nothing herein to the contrary shall obligate the owner/developer to construct such swimming pool and clubhouse except upon the express satisfaction of the conditions precedent contained in the common use agreement incorporated herein by reference.

- M. Date of commencement of annual assessments; due dates. Except for the owner/developer any owner of such lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, the annual assessment provided for herein shall commence on the first day of the month following conveyance of title to that lot to a third-party occupant. The annual assessment for lots owned by the owner/developer, and any owner of such lot who is a builder of the residential structure thereon and does not occupy such structure as his principal residence, shall commence. The board of directors shall establish the form and means of written notice of the annual assessment. The association shall upon demand at any time furnish a certificate in writing signed by an officer of the association setting forth whether annual and/or special assessments on a specified lot have been paid. The board for the issuance of those certificates may make a reasonable charge. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- N. Effect of nonpayment of assessments; remedies of the association. Any assessments which are not paid on or before the due date, as prescribed by the board of directors of the association in writing, shall be delinquent and shall constitute a lien on the lot against which said assessment is made. If the assessment is not paid on or before the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The association may take action against the owner delinquent in the payment of assessments owed to the association. Such action may include, but is not limited to, demand letters; collection letters from an attorney; actions to enforce alien filed against the owner's property; and other actions designated to obtain payment for financial obligation owed by an owner. In taking these actions, whether one or more, the association shall be entitled to collect the costs it has incurred in pursuing efforts to obtain payment from a delinquent owner including, but not limited to, reasonable attorney's fees, whether related to the sending of collection letters, filing of collection lawsuit, or otherwise, court costs, interest and such other expenses as the association reasonable incurs in pursuing its efforts to collect delinquent assessments from an owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. Notwithstanding any provision herein to the contrary, this paragraph N shall not apply to the owner/developer.

- O. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon any lot subject to assessment; provided, however, that such subordination shall apply only to the assessments or installments thereof which have become due and payable prior to the sale of such lot pursuant to a foreclosure of such mortgage or transfer or conveyance in lieu of such foreclosure. Such sale pursuant to such foreclosure or such transfer or conveyance in lieu of such foreclosure shall not relieve such lot from liability for any assessments or installments thereof thereafter becoming due or from the lien of any such subsequent assessments or installments.
- P. Exempt property. The following property subject to this declaration shall be exempt from the assessments created herein: (a) all properties or interests therein dedicated to and acceptable by a local governmental body or public authority or conveyed to a public utility; provided, however, in the event of the dedication of an easement to a local governmental body, public authority, or public utility, the underlying servient estate shall not be exempt from assessment; and (b) the common area.

Section V Trinity Creek Phases II & III

Developer is also the owner of the real property described on Exhibit "A" and attached hereto (the "Phase II & III Property"). Developer currently intends to develop the Phases II & III property as additional phases of Trinity Creek in the future. If developer does proceed to Plat the phase II and/or III property for residential development, developer reserves the right to include all of the lots created in the Phase II and/or III Property Plat in and to the terms and subject the same to the benefits and obligations of all lot owners set forth in this declaration. At such time as developer files written documentation evidencing the inclusion of the Phase II and/or III property into the terms and conditions of this declaration, all of the terms and conditions of this declaration shall apply to the Phase II & III Property lots as if those lots had been platted at the same time as the Trinity Creek lots. Each owner of a lot in the phase II and/or III Property shall have all the same rights and obligations as a lot owner in Trinity Creek under the terms and conditions of this declaration.

Section VI Enforcement, Duration, Amendment and Severability

- A. **Enforcement**
The restrictions herein set forth are covenants that shall run with the land and shall be binding upon the owner, its successors and assigns. Within the provisions of Section I, street right-of-way and utility easements are set forth certain covenants and certain enforcement rights pertaining thereto which shall inure to the benefit of and shall be enforceable by the City of Tulsa, Oklahoma. In

the event the owner or any of its successors or assigns, or any person claiming under them shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, shall have the right to maintain any 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 violations thereof. The City of Tulsa, Oklahoma 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. Nothing herein contained shall be construed, either expressly or impliedly, as prohibiting, limiting or restricting the right of the owner of any parcel of land within the addition to apply for and obtain at any time hereafter an amendment to the deed of dedication and restrictive covenants.

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 hereinafter provided.

C. Amendment

The covenants contained within Section I. Easements and utilities, may be amended or terminated at any time by written instrument signed and acknowledged by the owner of the lot or parcel to which the amendment or termination is to be applicable and approved by the Tulsa Metropolitan Area Planning Commission, or its successors and the City of Tulsa, Oklahoma. The covenants contained within Section II, III, IV, and V herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

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 of any part hereof as set forth herein, which shall remain in full force and effect.

In witness whereof, Trinity Creek development, inc., has executed this instrument this _____ day of _____, 2004.

Trinity Creek Development, Inc.

By: Trinity Creek Development, inc./ owner
Vice President

Rainmaker Group, LLC / Developer
Oklahoma Limited Liability Company, Manager

By: _____
Steve Davis

State of Oklahoma)

) ss

County of Tulsa)

Steve Davis as Vice President of Trinity Creek Development acknowledged this instrument before me on this _ day of _, 2004, Inc. And as manager of Rainmaker Group, LLC that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of said entities.

Notary Public

My commission expires:

Doc# 2005055687 Pgs 6

Receipt # 796240 05/16/05 09:31:54

Fee 23.00



RATIFICATION OF PARTIAL VACATION OF THE
PLAT OF TRINITY CREEK, A SUBDIVISION IN THE
CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA

K

RECITALS:

A. Trinity Creek Development, Inc. was the owner of all of the land in the City of Tulsa, Tulsa County, State of Oklahoma within a part of the Southwest Quarter (SW/4) of Section Twenty-Six (26), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian (the "Land") at the time the Land was platted as Trinity Creek by Plat and Deed of Dedication and Restrictive Covenants dated July 28, 2004 and recorded in the office of the County Clerk of Tulsa County, Oklahoma on October 15, 2005 as Plat No. 5824.

B. Trinity Creek Development, Inc. subsequently conveyed to Rainmaker Group, L.L.C., an Oklahoma limited liability company, Lots 1 and 2, Block 4 of Trinity Creek Addition, by warranty deed dated February 14, 2005 and recorded in the office of the County Clerk of Tulsa County, Oklahoma on February 14, 2005 as Document No. 2005016119.

C. Trinity Creek Development, Inc. and Rainmaker Group, L.L.C. as the owners of all of the Lots, Blocks and Reserve Areas within Trinity Creek executed on February 18, 2005 a Partial Vacation of Plat of Trinity Creek vacating, pursuant to the provisions of Tit. 11, Okla. Stat. § 42-106, Blocks 1, 2 and 3 and Reserve C of Trinity Creek Addition, less and except the 50 feet street right-of-way for East 51st Street South in order that Blocks 1, 2 and 3 and Reserve C of Trinity Creek Addition might be replatted as The Cottages at Trinity Creek in accord with the standards, requirements and provisions of City of Tulsa Planned Unit Development No. 711; at the time of the signing of the Partial Vacation of Plat of Trinity Creek, Trinity Creek Development, Inc. was the owner of all of Blocks 1, 2 and 3 and Reserve C thereon and Trinity Creek Development, Inc. and Rainmaker Group, L.L.C. were the owners of all of the remaining lots within Trinity Creek.

D. The Partial Vacation of the Plat of Trinity Creek was approved by the Tulsa Metropolitan Area Planning Commission on April 20, 2005 and was approved by the City Council of the City of Tulsa on May 5, 2005, by the Mayor of the City of Tulsa on May 11, 2005 and was recorded in the office of the County Clerk of Tulsa County, Oklahoma on May 16, 2005 as Document No. 2005055686

E. After approval of the Partial Vacation of the Plat of Trinity Creek by the Tulsa Metropolitan Area Planning Commission, but prior to the approval of the Partial Vacation of the Plat by the City of Tulsa, Trinity Creek Development, Inc. conveyed

Warranty Abstract
Box 3048
Tulsa, OK 74101

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lots within Trinity Creek Addition to lot purchasers (the "Lot Purchasers") by General Warranty Deeds recorded in the office of the County Clerk of Tulsa County, Oklahoma, as follows:

Lot Purchaser	Date	Lot Description	Document
1. Steve Brown Construction, LLC	4/11/05	Lots 2 & 13, Block 8 and Lot 6, Block 4	2005041590
2. Homes by Classic Properties, LLC	5/02/05	Lot 8, Block 4, Lots 7 & 8, Block 8 & Lot 8, Block 9	2005051787
3. Village Homes, LLC	4/04/05	Lots 10 & 16, Block 8 & Lot 4, Block 9	2005038536

F. Trinity Creek Development, Inc. was at all times referred to herein the owner of Blocks 1, 2 and 3 and Reserve C of Trinity Creek Addition and is now the owner of more than 60% of the other lots within Trinity Creek Addition as required by Tit. 11 *Okla. Stat.* § 42-106 for the partial vacation of a plat; however, in order that there may be no question as to the validity of the Partial Vacation of Plat of Trinity Creek Addition, the Lot Purchasers desire to ratify, affirm and adopt the Partial Vacation of the Plat of Trinity Creek Addition dated February 18, 2005, recorded in the office of the County Clerk of Tulsa County, Oklahoma as Document No. 2005055686.

NOW THEREFORE, the Lot Purchasers do hereby ratify, affirm and adopt the Partial Vacation of the Plat of Trinity Creek dated February 18, 2005, recorded in the office of the County Clerk of Tulsa County, Oklahoma on May 16, 2005 as Document No. 2005055686.

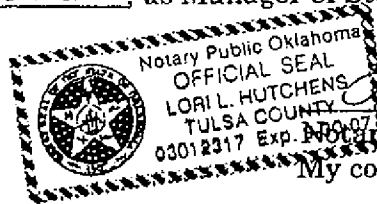
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the dates set out below; the effective date of this Ratification shall be the date signed by the last of the parties hereto.

STEVE BROWN CONSTRUCTION, LLC

By: Steve C. Brown
 _____, Manager

State of Oklahoma)
County of Tulsa) ss.

This instrument was acknowledged before me this 13th day of May, 2005, by Steve Brown, as Manager of Steve Brown Construction, LLC.



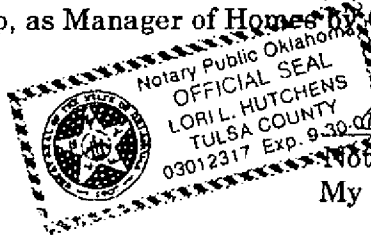
Lori L. Hutchens
Notary Public
My commission expires: 9/30/07

HOMES BY CLASSIC PROPERTIES, LLC

By: Joseph D. Harp, Manager

State of Oklahoma)
County of Tulsa) ss.

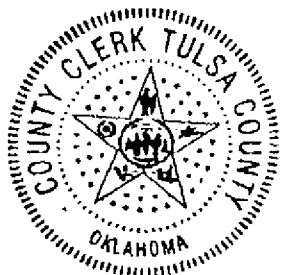
This instrument was acknowledged before me this 13th day of May, 2005, by Joseph D. Harp, as Manager of Homes By Classic Properties, LLC.



Lori L. Hutchens
Notary Public
My commission expires: 9/30/07

VILLAGE HOMES, LLC

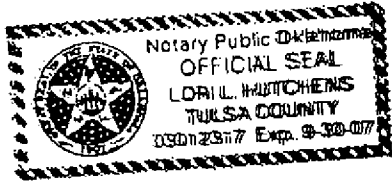
By: Steve White, Manager



State of Oklahoma)

County of Tulsa) ss.

This instrument was acknowledged before me this 13th day of May, 2005, by Steve White, as Manager of Village Homes, LLC.



Lori S. Hutchens
Notary Public
My commission expires: 9/30/07

VDC

Names:

Description:

TRINITY CREEK

Rainmaker Group, L.L.C.,
an Oklahoma limited liability company

Lots 1 and 2, Block 4

Village Homes, LLC

Lots 10 and 16, Block 8
and Lot 4, Block 9

Steve Brown Construction, LLC

Lots 2 and 13, Block 8
and Lot 6, Block 4

Homes By Classic Properties, LLC

Lot 8, Block 4, Lots 7
and 8, Block 8 and
Lot 8, Block 9

Trinity Creek Development, Inc.,
an Oklahoma corporation

All of Blocks 1, 2 and 3,
Lots 3, 4, 5, 7, and
9 thru 31, Block 4,
all of Blocks 5, 6
and 7, Lots 1, 3 thru
6, 9, 11, 12, 14, 15
and 17, Block 8, Lots
1 thru 3, 5 thru 7, and
9 thru 18, Block 9, and
Reserves A, B, C, D, E-1,
E-2, F and G

The GUARANTY ABSTRACT COMPANY (Incorporated), a duly qualified and bonded abstract company within and for the County of Tulsa, State of Oklahoma, does hereby certify:

There is shown herein a list of the names of all of the Last Grantees of Record as shown by the deed records in the office of the Tulsa County Clerk of the following described real property:

All of TRINITY CREEK, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the Recorded Plat thereof.

This report contains sheets No. 1 to 2 inclusive and covers a period of time to May 2, 2005 at 7:00 o'clock A.M.

In Witness Whereof, the GUARANTY ABSTRACT COMPANY (Incorporated) has caused these presents to be signed, and its corporate seal affixed by its proper officer at its office in Tulsa, Tulsa County, Oklahoma, this 10th day of May, 2005 A.D.

GUARANTY ABSTRACT COMPANY

By:  _____

No. 836901

Oklahoma State Auditor and Inspector
Certificate of Authority Number 18

This is a Special Certificate Only

**Trinity Creek
Phase II
Deed Restrictions & Covenants**

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**TRINITY CREEK II
DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

TRINITY CREEK PROPERTIES, INCORPORATED, AN OKLAHOMA CORPORATION ("OWNER/DEVELOPER") IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA. TO WIT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 88°40' 17" E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 540.00 FEET TO THE SOUTHWEST CORNER OF "TRINITY CREEK", AN ADDITION TO THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, PLAT NO. 5824; THENCE N 01° 19' 43" W ALONG THE WESTERLY BOUNDARY OF SAID ADDITION, FOR A DISTANCE OF 50.00 FEET; THENCE N 85° 40' 17" E, CONTINUING ALONG SAID WESTERLY BOUNDARY, FOR A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID WESTERLY BOUNDARY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC DISTANCE OF 47.12 FEET ALONG THE CURVE; THENCE N 01° 19' 43" W, CONTINUING ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 62.65 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 26° 05' 42", AND AN ARC DISTANCE OF 264.16 FEET ALONG A CURVE; THENCE N 27° 25' 25" W A DISTANCE OF 74.01 FEET; THENCE N 62° 34' 35" E A DISTANCE OF 6.40 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUING, N 62° 34' 35" E A DISTANCE OF 185.10 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1525.00 FEET, A CENTRAL ANGLE OF 14° 01' 12", AND AN ARC DISTANCE OF 373.16 FEET ALONG A CURVE; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID WESTERLY BOUNDARY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88° 09' 06", AND AN ARC DISTANCE OF 38.46 FEET ALONG THE CURVE; THENCE N 11° 33' 19" W, CONTINUING ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 1.96 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID WESTERLY BOUNDARY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 42° 53' 36", AND AN ARC DISTANCE OF 262.02 FEET ALONG A CURVE; THENCE N 54° 26' 55" W, CONTINUING ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 67.29 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID WESTERLY BOUNDARY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 75° 31' 21", AND AN ARC DISTANCE OF 32.95 FEET ALONG THE CURVE; THENCE N 39° 58' 16" W, CONTINUING ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE N 50° 01' 44" E, CONTINUING ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID WESTERLY BOUNDARY, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 51° 12' 05", AND AN ARC DISTANCE OF 111.70 FEET ALONG THE CURVE; THENCE N 01° 10' 21" W, CONTINUING ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 169.13 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONTINUING ALONG SAID WESTERLY BOUNDARY, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 29° 48' 13", AND AN ARC DISTANCE OF 117.04 FEET ALONG THE CURVE; THENCE S 61° 22' 08" E ALONG THE NORTHERLY BOUNDARY OF SAID ADDITION, A DISTANCE OF 50.00 FEET; THENCE S 28° 37' 52" W, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID NORTHERLY BOUNDARY, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 109° 28' 16", AND AN ARC DISTANCE OF 47.77 FEET ALONG THE CURVE; THENCE S 80° 50' 24" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 0.24 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTHERLY BOUNDARY, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 26° 57' 23", AND AN ARC DISTANCE OF 87.04 FEET ALONG THE CURVE; THENCE S 53° 53' 01" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 114.78 FEET; THENCE ALONG A

CURVE TO THE LEFT, CONTINUING ALONG SAID NORTHERLY BOUNDARY, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 79° 55' 29", AND AN ARC DISTANCE OF 258.07 FEET ALONG A CURVE; THENCE N 46° 11' 30" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 172.61 FEET; THENCE ALONG A CURVE TO THE LEFT, CONTINUING ALONG SAID NORTHERLY BOUNDARY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC DISTANCE OF 39.27 FEET ALONG THE CURVE; THENCE N 46° 11' 30" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE S 43° 48' 30" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 77.03 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTHERLY BOUNDARY, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 07° 37' 01", AND AN ARC DISTANCE 103.03 FEET ALONG THE CURVE; THENCE S 36° 11' 29" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 14.55 FEET; THENCE N 53° 48' 31" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 133.99 FEET; THENCE S 77° 49' 42" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 86.15 FEET; THENCE S 83° 23' 29" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 203.62 FEET; THENCE N 69° 57' 35" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 204.54 FEET; THENCE N 75° 22' 30" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 144.19 FEET; THENCE N 14° 39' 45" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 20.00 FEET; THENCE S 75° 20' 15" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 128.85 FEET; THENCE S 81° 54' 00" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE S 08° 06' 00" W, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, CONTINUING ALONG SAID NORTHERLY BOUNDARY, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 06° 11' 19", AND AN ARC DISTANCE OF 24.30 FEET ALONG THE CURVE; THENCE S 61° 52' 11" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 126.07 FEET; THENCE N 33° 49' 15" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 12.53 FEET; THENCE N 88° 42' 19" E, CONTINUING ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 17.50 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE N 01° 17' 41" W ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4) A DISTANCE OF 1347.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE S 88° 41' 37" W, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 2644.81 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE S 01° 19' 22" E, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1508.21 FEET; THENCE N 88° 40' 38" E, PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 50.00 FEET; THENCE S 01° 19' 22" E, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 0.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 48° 43' 01", AND AN ARC DISTANCE OF 399.63 FEET ALONG THE CURVE; THENCE S 50° 02' 23" E A DISTANCE OF 179.10 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 23° 28' 56", AND AN ARC DISTANCE OF 233.61 FEET ALONG THE CURVE, TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 4,069,056.82 SQUARE FEET OR 93.41 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO RE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "TRINITY CREEK II", A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION" OR "TRINITY CREEK II").

THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

**SECTION I
PUBLIC STREET RIGHTS-OF-WAY, EASEMENTS AND UTILITIES**

A. UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND 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 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 OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND ENGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER/DEVLOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE. THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACE, ERECTED, INSTALLED OR MAINTAINED. PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, OR CUSTOMARY SCREENING FENCES AND WALLS WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION SHALL BE LOCATED UNDERGROUND 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.
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 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 EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, OR CABLE TELEVISION, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO

ALL SUCH EASEMENTS SHOWN ON THE PLAT OF 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, OR CABLE TELEVISION SERVICE FACILITIES SO INSTALLED BY IT.

4. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS/HER PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, OR CABLE TELEVISION. 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/HER AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, OR CABLE TELEVISION.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT.
2. WITH THE STORM SEWER EASEMENT AND UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY, WHICH WOULD INTERFERE WITH THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBUC WATER MAINS, SANITARY SEWER MAINS 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 OWNER'S AGENTS OR CONTRACTORS.
4. THE CITY OF TULSA, OKLAHOMA OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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, SANITARY SEWER OR STORM SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON THE OWNER'S LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE

INSTALLATION OF A GAS MAIN OR CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

3. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.
5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN. IN AN UNRESTRICTED 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/HER LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND THE CITY OF TULSA, OKLAHOMA.

F. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 161ST EAST AVENUE OR THE FUTURE SOUTH 161ST EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION, OR ITS SUCCESSOR. AND WITH THE APPROVAL OF THE CITY OF TULSA, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF TULSA.

G. 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 INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, FACILITIES WITHIN THE UTILITY EASEMENT AND RESTRICTED WATERLINE EASEMENT AREAS, IF ANY, DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED HOWEVER, THE CITY OF TULSA, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE ON SUCH ACTIVITIES.

H. STORMWATER DETENTION EASEMENT - RESERVE AREA "A"

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE CITY OF -TULSA, OKLAHOMA FOR PUBLIC USE A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'A' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION. DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN "TRINITY CREEK" AND "TRINITY CREEK II".
2. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREA SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DETENTION EASEMENT AREA NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREA UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF TULSA, OKLAHOMA.
4. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE TRINITY CREEK HOMEOWNERS' ASSOCIATION. INC. (THE "HOMEOWNERS' ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS. INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - A. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS NOT EXCEEDING FOUR WEEKS.
 - B. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED
 - C. THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
 - D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
5. LANDSCAPING APPROVED BY THE CITY OF TULSA. OKLAHOMA SHALL BE ALLOWED WITHIN DETENTION EASEMENTS.
6. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR IN THE EVENT OF THE

PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR WITHIN THE DETENTION EASEMENT AREA, THE CITY OF TULSA, OKLAHOMA OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR. AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COST, THE CITY OF TULSA, OKLAHOMA MAY FILE OF RECORD A CERTIFIED COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN 'TRINITY CREEK II' PROVIDED HOWEVER. THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/316TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

I. OVERLAND DRAINAGE EASEMENT - RESERVE AREA "B"

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE CITY OF TULSA, OKLAHOMA FOR PUBLIC USE (SUBJECT TO EASEMENTS OF RECORD) A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE 'B' (HEREINAFTER REFERRED TO AS THE "FLOODPLAIN EASEMENT AREA") FOR THE PURPOSES OF PROTECTING AND PROVIDING ACCESS TO THE 100-YEAR FLOODPLAIN LOCATED WITHIN RESERVE 'B'. THE FLOODPLAIN EASEMENT AREA IS HEREBY ESTABLISHED TO 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.
2. THE OWNER OF RESERVE 'B' SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE RESERVE. IN THE EVENT THE TRINITY CREEK HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE FLOODPLAIN EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR WITHIN THE EASEMENT AREA, THE CITY OF TULSA, OKLAHOMA. OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR. AND THE COST THEREOF SHALL BE PAID BY THE TRINITY CREEK HOMEOWNERS' ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COST OF THE MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A CERTIFIED COPY OF THE STATEMENT OF THE COSTS. AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN "TRINITY CREEK II", PROVIDED HOWEVER, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/316TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.

J. SIDEWALKS

1. SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF TULSA ENGINEERING DESIGN STANDARDS. THE OWNER/DEVELOPER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN RESERVE AREAS AND COMMON AREAS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE

OWNER/DEVELOPER, THE BUILDER OF EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK.

**SECTION II
DEVELOPMENT RESTRICTIONS**

THE OWNER/DEVELOPER 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 HEREINAFTER SET FORTH.

A. USE:

1. LOTS: THE USE OF THE PLATTED LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENTIAL PURPOSES, HAVING AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES.

2. RESERVE AREAS:

A. RESERVE AREA "A". THE USE OF RESERVE AREA "A" DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO STORMWATER DETENTION, RETENTION, STORMWATER RUNOFF, AND OTHER DRAINAGE FACILITIES, LANDSCAPING AND OPEN SPACE USES. RESERVE AREA "A" IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

B. RESERVE AREA "B". THE USE OF RESERVE AREA "B" DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO OPEN SPACE, FENCING AND LANDSCAPING AND OVERLAND DRAINAGE, AND RESERVE AREA "B" IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

C. RESERVE AREA "C". THE USE OF RESERVE AREA "C" DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO OPEN SPACE, FENCING AND LANDSCAPING, AND RESERVE AREA "C" IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

D. RESERVE AREA "D". THE USE OF RESERVE AREA "D" DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO OPEN SPACE, FENCING AND LANDSCAPING. AND RECREATIONAL FACILITIES WHICH MAY INCLUDE A SPLASH PAD. RESERVE AREA "D" IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

B. INCORPORATION OF COVENANTS OF DEED OF DEDICATION OF TRINITY CREEK:

SECTION V OF THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS ACCOMPANYING THE PLAT OF TRINITY CREEK, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT (NO. 5824) THEREOF, AS AMENDED BY THE DOCUMENT ENTITLED "FIRST AMENDMENT TO THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF TRINITY CREEK, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA" RECORDED IN THE RECORDS OF THE CLERK OF TULSA COUNTY, OKLAHOMA, AS DOCUMENT NO. 2005055719 (THE "DEED OF DEDICATION OF TRINITY CREEK, AS AMENDED"), PROVIDES THAT IF THE DEVELOPER OF TRINITY CREEK (TRINITY CREEK DEVELOPMENT, INC.) SHOULD PLAT ADDITIONAL PROPERTIES IN THE SW/4 OF SECTION 26, TOWNSHIP 19, RANGE 14 EAST FOR RESIDENTIAL USE, IT MAY INCORPORATE IN THE DEED OF DEDICATION ACCOMPANYING THE PLAT OF THE ADDITIONAL PROPERTIES COVENANTS SET FORTH WITHIN

THE DEED OF DEDICATION OF TRINITY CREEK, AS AMENDED. TRINITY CREEK DEVELOPMENT, INC. HAS ASSIGNED THE RIGHTS RESERVED BY IT UNDER THE ABOVE DESCRIBED SECTION V TO TRINITY CREEK PROPERTIES, INCORPORATED (OWNER/DEVELOPER OF TRINITY CREEK II), AND TRINITY CREEK PROPERTIES, INCORPORATED HEREBY ESTABLISHES THAT THE OWNERS OF LOTS WITHIN TRINITY CREEK II ARE ENTITLED TO THE BENEFITS TO WHICH THE OWNERS OF LOTS WITHIN TRINITY CREEK ARE ENTITLED BY VIRTUE OF THE DEED OF DEDICATION OF TRINITY CREEK AS AMENDED BY THE AMENDMENT. THE OWNER/DEVELOPER HEREBY FURTHER ESTABLISHES THAT USE OF THE LOTS IN TRINITY CREEK II IS SUBJECT TO THE COVENANTS AND RESTRICTIONS CONTAINED IN THE FOLLOWING DESCRIBED SECTIONS OF THE DEED OF DEDICATION OF TRINITY CREEK, AS AMENDED BY THE AMENDMENT, THAT THE SAME ARE INCORPORATED HEREIN BY THIS REFERENCE, AND ARE IMPOSED AS COVENANTS RUNNING WITH THE LAND, BINDING UPON THE OWNER/DEVELOPER AND ITS SUCCESSORS AND ASSIGNS:

SECTION II, DEVELOPMENT RESTRICTIONS, IN ITS ENTIRETY;
SECTION III, ADDITIONAL RESTRICTIONS, PARAGRAPHS B THROUGH J;
SECTION IV, HOMEOWNERS' ASSOCIATION, IN ITS ENTIRETY;
SECTION V, TRINITY CREEK PHASES II & III, IN ITS ENTIRETY; AND
SECTION VI, ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY, IN ITS ENTIRETY.

C. ADDITIONAL USE RESTRICTIONS FOR TRINITY CREEK II

THE OWNER/DEVELOPER DESIRES TO ESTABLISH ADDITIONAL RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF TRINITY CREEK II. THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING ADDITIONAL RESTRICTIONS AND COVENANTS WITH RESPECT TO TRINITY CREEK II. WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, TO THE EXTENT THAT ANY OF THE FOLLOWING RESTRICTIONS AND COVENANTS ARE IN CONFLICT WITH THE RESTRICTIONS AND COVENANTS OF TRINITY CREEK INCORPORATED HEREIN. THE FOLLOWING RESTRICTIONS AND COVENANTS SHALL PREVAIL.

1. ARCHITECTURAL COMMITTEE- PLAN REVIEW:

- A. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF. APPROVAL OF THE ARCHITECTURAL COMMITTEE

SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

B. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION 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 ALTERNATIVE 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 HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

C. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION UPON CONSTRUCTION OF A DWELLING WITHIN EACH OF THE LOTS IN THE SUBDIVISION OR UPON WRITTEN ASSIGNMENT OF SUCH POWERS AND DUTIES TO THE HOMEOWNERS' ASSOCIATION, WHICHEVER OCCURS FIRST. THEREAFTER, THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION SHALL EXERCISE THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE, HOWEVER, THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION SHALL NOT WITHHOLD DESIGN APPROVAL IF THE PLANS SUBMITTED ARE IN COMPLIANCE WITH THE RESTRICTIVE COVENANTS AND ARE CONSISTENT WITH PREVIOUS APPROVALS OF THE ARCHITECTURAL COMMITTEE.

2. RECREATIONAL VEHICLES AND EQUIPMENT.

NO BOATS, TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

3. TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES.

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS (MAXIMUM 3/4 TON).

4. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT. AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

5. CLOTHESLINES AND GARBAGE RECEPTACLES.

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR RESERVE AREA; PROVIDED, HOWEVER, THAT GARBAGE OR TRASH CANS MAY BE EXPOSED DURING HOURS OF TRASH COLLECTION.

6. 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 THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

7. MATERIALS AND STORAGE.

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

8. SWIMMING POOLS.

WITHIN EACH LOT, ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

9. OUTBUILDINGS.

WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

**SECTION III
HOMEOWNERS' ASSOCIATION**

TO THE EXTENT THAT THE FOLLOWING COVENANTS AND RESTRICTIONS ARE IN CONFLICT WITH THE COVENANTS AND RESTRICTIONS OF TRINITY CREEK INCORPORATED HEREIN. THE FOLLOWING COVENANTS SHALL PREVAIL.

A. MEMBERSHIP IN TRINITY CREEK HOMEOWNERS' ASSOCIATION

EVERY OWNER OF A LOT IN TRINITY CREEK II SHALL BE A MEMBER OF THE TRINITY CREEK HOMEOWNERS' ASSOCIATION, AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "HOMEOWNERS' ASSOCIATION") OF WHICH ALL OWNERS OF LOTS IN TRINITY CREEK, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA. ACCORDING TO THE RECORDED PLAT, (NO. 5824) THEREOF AND ALL OWNERS OF LOTS IN COTTAGES AT TRINITY CREEK, A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT (NO. 5873) THEREOF ARE ALSO MEMBERS. MEMBERSHIP SHALL BE MANDATORY AND APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT. THE OWNER OF A LOT BY ACCEPTANCE OF THE DEED THERETO ACKNOWLEDGES THAT THE MANAGEMENT, MAINTENANCE, OWNERSHIP AND IMPROVEMENT OF THE COMMON AREA IN TRINITY CREEK AND OF THE COMMON AREA IN TRINITY CREEK II IS THE RIGHT AND OBLIGATION OF THE HOMEOWNERS' ASSOCIATION. THE RIGHTS AND OBLIGATIONS OF THE OWNERS OF LOTS WITHIN TRINITY CREEK II AS MEMBERS OF THE HOMEOWNERS' ASSOCIATION ARE HEREBY ESTABLISHED AS SET FORTH IN SECTION IV OF THE DEED OF DEDICATION OF TRINITY CREEK.

B. COMMON AREA

RESERVE AREAS A, B, C AND D WITHIN TRINITY CREEK II ARE HEREBY INCLUDED IN THE COMMON AREA TO BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. SUBJECT TO THE LIMITATIONS CONTAINED IN SECTION IV, PARAGRAPH E OF THE DEED OF DEDICATION OF TRINITY CREEK, EVERY MEMBER OF THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO USE AND ENJOY THE COMMON AREA IN TRINITY CREEK AND IN TRINITY CREEK II, AND ALL IMPROVEMENTS THEREON, AND THE EASEMENT SHALL BE APPURTENANT TO AND SHALL PASS WITH TITLE TO THE LOTS IN TRINITY CREEK, THE COTTAGES AT TRINITY CREEK AND TRINITY CREEK II. THE OWNER/DEVELOPER PURSUANT TO THE DEVELOPMENT OF TRINITY CREEK II MAY MAKE CUSTOMARY AND REASONABLE IMPROVEMENTS TO THE COMMON AREA, BUT SPECIFICALLY DISCLAIMS ANY OBLIGATION TO MAKE PARTICULAR OR SPECIFIED IMPROVEMENTS. THE OWNER/DEVELOPER HEREBY RESERVES DURING THE PERIOD OF DEVELOPMENT OF TRINITY CREEK II THE RIGHT AND EASEMENT TO ENTER UPON RESERVE AREAS A, B, C OR D. AND AT ITS COST, CONSTRUCT, REPAIR, OR MAINTAIN IMPROVEMENTS.

C. ASSESSMENTS

ANY INCREASE IN THE ANNUAL ASSESSMENT GREATER THAN 50% FROM THE PREVIOUS YEAR'S ANNUAL ASSESSMENT AMOUNT SHALL REQUIRE THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE OWNERS OF LOTS IN TRINITY CREEK, THE COTTAGES AT TRINITY CREEK AND TRINITY CREEK II WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT A SPECIAL MEETING OF THE MEMBERS, DULY CALLED AND NOTICED. SPECIAL ASSESSMENTS AGAINST LOTS IN TRINITY CREEK II SHALL REQUIRE THE AFFIRMATIVE VOTE OF ONE-HALF (1/2) OF THE OWNERS OF SUCH LOTS WHO ARE MEMBERS OF THE

HOMEOWNERS' ASSOCIATION WHO ARE IN ATTENDANCE (IN PERSON OR BY PROXY) AT A SPECIAL MEETING OF THE MEMBERS OF THE ASSOCIATION, DULY CALLED AND NOTICED. THE ANNUAL ASSESSMENT FOR LOTS IN TRINITY CREEK II OWNED BY THE OWNER/DEVELOPER, OR BY ANY PERSON OR ENTITY WHO IS A BUILDER OR PROSPECTIVE BUILDER OF A RESIDENTIAL STRUCTURE ON THE LOT AND DOES NOT OCCUPY SUCH STRUCTURE AS A PRINCIPAL RESIDENCE, SHALL COMMENCE JANUARY 1, 2009, PROVIDED HOWEVER THAT THE OWNER/DEVELOPER MAY DEFER THE INITIAL COMMENCEMENT OF SUCH ASSESSMENTS BY THE RECORDING OF AN INSTRUMENT ESTABLISHING A DEFERRED COMMENCEMENT DATE.

**SECTION IV
ENFORCEMENT, DURATION, AMENDMENT, SEVERABILITY AND ASSIGNABILITY**

A. 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. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREET RIGHTS-OF-WAY, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, DEVELOPMENT RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND SHALL BE ENFORCEABLE ONLY BY THE OWNER OF A LOT AND/OR THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS SET FORTH WITHIN SECTIONS I, II, III, OR IV, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT (AND IN THE CASE OF THE COVENANTS SET FORTH WITHIN SECTION I, FOR THE CITY OF TULSA, OKLAHOMA) TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT AND/OR TO RECOVER DAMAGES. WITH THE EXCEPTION OF ACTIONS TO ENFORCE COVENANTS CONTAINED WITHIN SECTION I., PRIOR TO THE COMMENCEMENT OF ANY ACTION PERTAINING TO THESE RESTRICTIONS, THE PERSON INTENDING TO COMMENCE THE ACTION SHALL GIVE THE RECORD OWNER OF THE PROPERTY ON WHICH THE VIOLATION IS OCCURRING, OR HAS OCCURRED, WRITTEN NOTICE OF THE VIOLATION. IN THE EVENT REASONABLE EFFORTS TO CURE THE VIOLATION ARE COMMENCED WITHIN THIRTY (30) DAYS FROM RECEIPT OF NOTICE, NO JUDICIAL ACTION SHALL BE COMMENCED TO ENFORCE THE RESTRICTIONS SO LONG AS THE EFFORTS TO CURE THE VIOLATION DILIGENTLY PROCEED TO COMPLETION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS OR RESTRICTIONS, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR ANY LOT OWNER, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS, AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF. THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE HIS OR ITS REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE COVENANTS AND RESTRICTIONS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, 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 AND RESTRICTIVE COVENANTS. UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREET RIGHTS-OF-WAY, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR

TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE TULSA METROPOLITAN AREA PLANNING COMMISSION OR ITS SUCCESSORS AND THE CITY OF TULSA, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTIONS II, III, OR IV HEREOF 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 AT LEAST 1 LOT 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 LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT PROPERLY EXECUTED BY THE OWNERS OF 60% OF THE LOTS, 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.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

E. ASSIGNABILITY OF RIGHTS OF OWNER/DEVELOPER

THE RIGHTS OF THE OWNER/DEVELOPER HEREIN ESTABLISHED SHALL INURE TO THE OWNER/DEVELOPER'S SUCCESSORS OR ASSIGNS IF THE OWNER/DEVELOPER CONVEYS TO A THIRD PARTY MORE THAN ONE LOT, WITH THE RESULT THAT THE OWNER/DEVELOPER NO LONGER OWNS A LOT, AND THE OWNER/DEVELOPER EXPRESSLY ASSIGNS SUCH RIGHTS TO THE GRANTEE IN A RECORDED DEED OR OTHER RECORDED DOCUMENT.

WITNESS OUR HAND THIS 8TH DAY OF JUNE, 2007.

TRINITY CREEK PROPERTIES, INCORPORATED, AN OKLAHOMA CORPORATION.

/s/ Steve Brown

BY:

/s/ Vice President

TITLE

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8TH DAY OF JUNE 2007, BY /s/ Steve Brown AS Vice PRESIDENT OF TRINITY CREEK PROPERTIES, INCORPORATED, AN OKLAHOMA CORPORATION.

/s/ Barrick Rosenbaum

BARRICK ROSENBAUM

NOTARY PUBLIC COMMISSION #05005255
MY COMMISSION EXPIRES JUNE 9, 2009

CERTIFICATE OF SURVEY

WE, HRAOK, INC. AND I, ALAN C. HALL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT, AT THE REQUEST OF THE OWNERS, I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS 'TRINITY CREEK II' A SUBDIVISION IN THE CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE 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 ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

AS OF THIS 8TH DAY OF June, 2007.

/s/ Alan C. Hall
ALAN C. HALL, PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1283

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 8TH DAY OF June 2007. PERSONALLY APPEARED ALAN C. HALL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

/s/ Barrick Rosenbaum
BARRICK ROSENBAUM
NOTARY PUBLIC COMMISSION #05005255
MY COMMISSION EXPIRES JUNE 9. 2009