

DEDICATION OF DUCHESS CREEK ESTATES V

A subdivision of Duchess Creek Estates.

Campus Investments, L.P., hereinafter referred to as "Developer" does hereby certify, that except as to outstanding mineral interest, it is the owner and the only entity to have any right, title or interest in the land shown and described on the attached DUCHESS CREEK ESTATES V Plat, a subdivision more particularly described as follows, to wit:

A tract of land situated in the E1/2 of Section 11, T-10-N, R-18-E, of the I.B.M., McIntosh County, State of Oklahoma, better described as follows:

Beginning at the NE Corner of SE1/4 of said Section 11; thence S01°33'57"E along the East line thereof a distance of 277.50 feet to the True Point of Beginning; thence continuing S01°33'57"E along said East line a distance of 671.78 feet; thence S87°53'33"W a distance of 529.61 feet; thence S71°36'45"W a distance of 536.96 feet; thence S71°26'06"W a distance of 835.23 feet; thence N01°33'49"W a distance of 971.53 feet; thence N01°32'24"W a distance of 389.67 feet; thence S88°40'49"W a distance of 136.10 feet; thence N01°32'33"W a distance of 506.64 feet; thence S88°40'58"W a distance of 95.27 feet; thence N11°29'29"E a distance of 158.79 feet; thence N88°40'33"E a distance of 718.86 feet; thence S01°32'56"E a distance of 661.52 feet; thence S88°40'49"W a distance of 126.24 feet; thence S01°12'42"E a distance of 238.58 feet; thence N88°40'29"E a distance of 131.09 feet; thence S01°33'57"E parallel to said East line a distance of 90.79 feet; thence N88°40'29"E a distance of 40.00 feet; thence S01°33'57"E parallel to said East line a distance of 40.00 feet; thence N73°32'41"E a distance of 351.78 feet; thence N88°40'48"E a distance of 452.32 feet; thence N01°33'57"W parallel to said East line a distance of 40.00 feet; thence N88°40'48"E a distance of 347.50 feet; thence S01°33'57" parallel to said East line a distance of 40.00 feet; thence N88°40'48"E a distance of 135.59 feet to the True Point of Beginning. Said tract contains 47.76 acres, more or less.

LESS AND EXCEPT

A tract of land situated in the E1/2 of the SE1/4 of Section 11, T-10-N, R-18-E, of the I.B.M., McIntosh County, State of Oklahoma, better described as follows: Beginning at the Northeast Corner of said E1/2 of the SE1/4; thence S01°33'57"E along the East line thereof a distance of 949.29 feet; thence S87°53'33"W a distance of 496.40 feet to the True Point of Beginning; thence on a curve to the left with a chord which bears N43°39'08"E a radius of 30.00 feet and an arc length of 46.33 feet; thence N00°35'16" a distance of 51.42 feet; thence on a curve to the left with a chord which bears N08°43'52"W a radius of 70.00 feet and an arc length of 19.90 feet; thence N16°52'27"W a distance of 46.73 feet; thence on a curve to the right with a chord which bears N09°13'12"W a radius of 70.00 feet and an arc length of 18.70 feet; thence N01°33'57"W a distance of 12.62 feet; thence N36°40'21"W a distance of 173.88 feet; thence S88°40'58"W a distance of 252.78 feet; thence S02°29'40"E a distance of 411.03 feet; thence N71°36'45"E a distance of 313.00 feet; thence N87°53'33"E a distance of 33.21 feet to the True Point of Beginning. Said tract contains 2.76 acres, more or less.

That said plat recorded in Book 0855 Page 453 is a correct survey of said property made with consent of the Developer, and said Developer hereby dedicates to the public use, all of the streets and easements shown on said plat, except Duchess Creek Drive as shown on the plat lying between Lots 15 through 31 . Said Developer hereby guarantees clear title to the lands so dedicated from itself, heirs and assigns forever and have caused same to be released from all encumbrances, except all of the oil, gas, and other minerals which are hereby reserved and subject to all rights acquired therein by the United States of America.

For the purpose of providing an orderly development of all the lots included in the above described property, and for the further purpose of providing adequate protective covenants for the benefit of the owners and their successors in title and to enhance the attractiveness and desirability of the property, Developer does hereby impose the following restrictions and reservations on all of the above described property, to which shall be incumbent upon its successors in title to adhere and any person(s), corporation(s), or entity(s), hereafter becoming owner(s), either directly or through subsequent transfers, or in any manner whatsoever, of any lot or lots included in Duchess Creek Estates V, shall take, hold, and convey same subject to the following restrictions and reservations to wit:

1. The above described property shall be restricted to single family dwellings, and one dwelling shall be allowed on each lot. No business, trade, or commercial activity shall be carried on at any time upon any lot, except Lots 15 through 31, which may be used for commercial purposes.
2. All homes shall have a minimum of fourteen hundred (1400) square feet of floor space, exclusive of patios, porches or garages. The exterior of any detached garage must be constructed of material that is compatible with the residence. All carports must be attached to the residential dwelling, must comply with setback lines as set out herein, and be constructed of the same material as the residence. The exterior of any detached garage or storage building must be constructed of the same exterior material as the residence. A mobile home must be doublewide or larger, put on a permanent foundation, and must be natural rock or brick skirted. No singlewide mobile homes are permitted within the development except on Lots 15 through 31.
3. No structure on Lots 1 through 10, lots 37 through 40, and lots 45 through 47 may exceed 12 feet in height from the ground to the peak of the structure.
4. All material used on the exterior of each dwelling or garage shall be new and shall be of wood, siding, steel, logs, brick, stone, or concrete. All exterior construction must be completed within one (1) year from the date construction begins.
5. No basement, storage building, tent, converted vehicle, garage, shack, or out building shall be used as a dwelling either temporarily or permanently.
6. No residential structure or building of any kind shall be located nearer to the front lot line or easement than twenty (20) feet, or nearer to the side street line than twenty (20) feet, or nearer to the side lot than five (5) feet, or nearer to the rear lot line than five (5) feet, when this line is the common boundary between lots.

7. Utility easements are reserved in all set back areas as set out in Paragraph 5.
8. Lots 48 through 53 and Lots 60 through 75 are restricted to mobile homes that can be no more than seven (7) years old and in good condition as determined in the sole discretion of the Developer. Prior to installing a used mobile home on any lot the owner must provide the Developer a copy of the title showing its age and size. The Developer may waive the seven year age requirement if, in the developer's opinion the physical condition of the mobile home would not have an adverse affect upon the value of other property in the subdivision. New mobile homes or new construction may be placed on a lot without Developer approval.
9. No fences, other than chain link or existing pipe and cable, may be placed on any lot. Chain link fences may be placed only to the rear or the house, and they may not be extended in front of the house.
10. No debris, trash, junk, or immobilized vehicles shall be allowed to remain on any lot.
11. No signs may be placed upon any lot other than to identify the owners thereof, or for sale signs which may be no larger than three (3) feet high and two (2) feet wide.
12. Each dwelling constructed on any lot shall have modern sanitary facilities, and any septic systems shall be constructed and installed in accordance with the regulations of the Oklahoma State Department of Health or other state agency having jurisdiction.
13. Without prior written consent from adjacent lot owner(s), no lighting shall be located on any lot such that it interferes with adjacent lot or lots.
14. No roads, whether public or private, may be constructed on any lot. This restriction is not meant to apply to private driveways serving dwellings located upon any lot.
15. No animals, livestock, or fowl shall be kept, maintained, or raised on the above described property, except house pets. No house pets may be kept for breeding purposes upon said property. No more than two (2) dogs and two (2) cats may be maintained for a single residence.
16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such materials shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All propane tanks shall be covered, buried, or placed in a location not visible from the front of the property.
17. These covenants shall run with the title to each lot for a period of twenty (20) years, and shall be continued from year to year thereafter unless expressly changed by owners of sixty-five (65%) percent of the lots in Duchess Creek Estates V.
18. The owner reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected, and maintained in and on the area indicated in the plat as easements, sewer, or other pipelines, conduits, poles, and wires, and any other methods if

conducting or performing public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

- 19. No structure, planting, or other material shall be placed or permitted to remain which may change the direction of the flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

Dated this 25th day of June, 2010

Campus Investments, L.P.:

Norman Campus Properties, LLC, General Partner
Marty Coltrane, Manager

STATE OF OKLAHOMA)
)
COUNTY OF MCINTOSH)

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and of the aforesaid county and state. personally appeared before me Marty Coltrane, to me known to be the identical person who signed the name of the make to the within and foregoing instrument as its President, and acknowledged to me that they executed same as their free and voluntary act and deed and for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires:_____