

**DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
FOR  
BROOKWOOD OF JENKS**

KNOW ALL MEN BY THESE PRESENTS:

THAT SPRING LAND, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER/DEVELOPER OF THE FOLLOWING DESCRIBED LAND:

A TRACT OF LAND THAT IS PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAME BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 6474, PAGE 769 OF THE DEED RECORDS OF SAID TULSA COUNTY, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID E/2 SE/4; THENCE SOUTH 89°01'36" WEST AND ALONG THE SOUTHERLY LINE OF THE E/2 SE/4, FOR A DISTANCE OF 1323.75 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1°11'51" WEST AND ALONG THE WESTERLY LINE OF THE E/2 SE/4, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°11'51" WEST AND ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 407.00 FEET TO A POINT; THENCE NORTH 88°48'09" EAST AND PERPENDICULAR TO THE WESTERLY LINE, FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 1°11'51" WEST AND PARALLEL WITH THE WESTERLY LINE, FOR A DISTANCE OF 199.45 FEET TO A POINT; THENCE SOUTH 88°48'09" WEST AND PERPENDICULAR TO THE WESTERLY LINE, FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY LINE; THENCE NORTH 1°11'51" WEST AND ALONG THE WESTERLY LINE, FOR A DISTANCE OF 1585.55 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF THE CREEK TURNPIKE, SAID POINT BEING 400.99 FEET SOUTHERLY OF THE NORTHWEST CORNER OF THE E/2 SE/4;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR THE NEXT FIVE(5) COURSES: SOUTH 89°07'49" EAST FOR A DISTANCE OF 156.50 FEET TO A POINT; THENCE SOUTH 84°50'28" EAST FOR A DISTANCE OF 200.56 FEET TO A POINT; THENCE SOUTH 89°07'49" EAST FOR A DISTANCE OF 400.00 FEET TO A POINT; THENCE SOUTH 84°12'01" EAST FOR A DISTANCE OF 37.26 FEET TO A POINT; THENCE SOUTH 1°18'21" EAST FOR A DISTANCE OF 59.77 FEET TO A POINT, SAID POINT BEING 531.00 FEET PERPENDICULARLY DISTANT FROM THE EASTERLY LINE OF THE E/2 SE/4;

THENCE SOUTH 88°47'50" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 1°52'46" EAST FOR A DISTANCE OF 824.00 FEET TO A POINT; THENCE NORTH 87°36'32" EAST FOR A DISTANCE OF 190.00 FEET TO A POINT; THENCE NORTH 88°47'53" EAST FOR A DISTANCE OF 251.30 FEET TO A POINT ON THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF SOUTH ELWOOD AVENUE, SAID POINT BEING 100.00 FEET PERPENDICULARLY DISTANT FROM SAID EASTERLY LINE OF THE E/2 SE/4; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE NEXT THREE(3) COURSES: SOUTH 1°12'07" EAST AND PARALLEL WITH THE EASTERLY LINE, FOR A DISTANCE OF 119.00 FEET TO A POINT; THENCE SOUTH 15°14'17" EAST FOR A DISTANCE OF 206.16 FEET TO A POINT, SAID POINT BEING 50.00 FEET PERPENDICULARLY DISTANT FROM THE EASTERLY LINE; THENCE SOUTH 1°12'07" EAST AND PARALLEL WITH THE EASTERLY LINE, FOR A DISTANCE OF 281.56 FEET TO A POINT; THENCE SOUTH 89°03'17" WEST FOR A DISTANCE OF 298.09 FEET TO A POINT; THENCE SOUTH 8°32'03" EAST FOR A DISTANCE OF 150.65 FEET TO A POINT; THENCE SOUTH 3°22'15" WEST FOR A DISTANCE OF 382.66 FEET TO A POINT; THENCE SOUTH 18°24'25" WEST FOR A DISTANCE OF 112.97 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED OF DEDICATION RECORDED IN BOOK 3617, PAGE 229 OF THE DEED RECORDS OF SAID TULSA COUNTY;

THENCE SOUTH 89°01'36" WEST AND ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 72.71 FEET TO A POINT; THENCE SOUTH 74°54'32" WEST AND CONTINUING ALONG THE NORTHERLY LINE, FOR A DISTANCE OF 133.41 FEET TO A POINT, SAID POINT BEING 50.00 FEET PERPENDICULARLY DISTANT FROM SAID SOUTHERLY LINE OF THE E/2 SE/4; THENCE SOUTH 89°01'36" WEST AND PARALLEL WITH THE SOUTHERLY LINE, FOR A DISTANCE OF 724.24 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 2,098,078 SQUARE FEET OR 48.165 ACRES.

THE DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BROOKWOOD OF JENKS", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.

## **SECTION I. STREETS, EASEMENTS AND UTILITIES**

### **A. GENERAL UTILITY EASEMENTS:**

THE OWNER/DEVELOPER DOES HEREBY GRANT AN EASEMENT FOR PRIVATE USE ON, OVER AND ACROSS THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE TO THE CITY OF JENKS AND THE PUBLIC UTILITY HOLDERS THEREOF FOR PUBLIC USE THE UTILITY 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 OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES 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 EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, 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 PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

### **B. UNDERGROUND SERVICE:**

1. UNDERGROUND SERVICE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PRIVATE 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 NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER 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

CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT (5') 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 ELECTRIC, TELEPHONE AND CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN THE PLAT OR OTHERWISE 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 OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELECOMMUNICATION OR GAS FACILITIES. EACH 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 HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, 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 EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS 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 PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF JENKS, 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 OF RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF JENKS, 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 JENKS, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREE 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 HIS 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 ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

3. THE SUPPLIER OF 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, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, OR OTHER WISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, 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 UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM 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 LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA. NO LOT OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA OR THE CITY OF JENKS.

F. 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, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF JENKS, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. OTHER USES:

THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF JENKS OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

H. PRIVATE STREETS (RESERVE "M")

ALL STREETS WITHIN THE ADDITION ARE BY GRANT OF THE OWNER/DEVELOPER ESTABLISHED AS PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS WITHIN BROOKWOOD OF JENKS, THEIR GUEST AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS TO AND FROM PUBLIC STREETS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION (DEFINED IN SECTION V, BELOW).

THE OWNER/DEVELOPER HEREIN GRANTS TO THE CITY OF JENKS, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE ADDITION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE ADDITION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF JENKS, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:
  - A. SURFACING WIDTH SHALL BE NOT LESS THAN 26 FEET;
  - B. BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE EXISTING STANDARDS OF THE CITY OF JENKS OKLAHOMA, FOR MINOR RESIDENTIAL STREETS; AND
  - C. THE VERTICAL GRADE OF THE STREETS SHALL NOT EXCEED 10%.
2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE (EXCEPT FOR GATED ENTRY) OVER ANY PRIVATE STREET AS DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY A FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.
3. SHOULD BAR DITCHES BE UTILIZED ALONG THE PRIVATE ROADWAYS FOR STORM WATER MANAGEMENT, SAID DITCHES CANNOT BE FILLED UNLESS THE ADDITION IS REDESIGNED AND CONSTRUCTED WITH AN IN GROUND DRAINAGE SYSTEM ACCOMMODATING THE ENTIRE STORM WATER DRAINAGE PLAN FOR THE ADDITION.

THE OWNER/DEVELOPER ACKNOWLEDGES, FOR ITSELF AND ITS SUCCESSORS, THAT THE CITY OF JENKS, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET OR STREETS WITH THE SUBDIVISION. IN THE EVENT BROOKWOOD OF JENKS SHOULD NOT INCLUDE A PRIVATE STREET SYSTEM, THE ENTIRE RESERVE M SHALL BE DEEDED OVER TO THE CITY OF JENKS FOR MAINTENANCE AS IN A TYPICAL DEED OF DEDICATION.

I. LIMITS OF NO ACCESS:

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST 111TH 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 JENKS PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF JENKS, 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 JENKS, OKLAHOMA.

## **SECTION II. RESERVES**

A. RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "M"

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER/DEVELOPER HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H", "I" AND "M" AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE ACCESS, CONSTRUCTION AND MAINTENANCE OF THE PRIVATE STREETS, LANDSCAPING (EXCEPT FOR RESERVE M), ENTRY OR SIMILAR FEATURES (EXCEPT FOR RESERVE M), AND FOR THE FURTHER PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION, AND FROM PROPERTIES OUTSIDE THE ADDITION. THE RESERVE AREA MAY

ALSO BE UTILIZED FOR PARK AND OPEN SPACE USES, AND PEDESTRIAN ACCESS AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY ENGINEER.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. SEE SECTION V FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AND FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE ADDITION. SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL THE RESIDENTIAL LOTS (AS HEREINAFTER DEFINED), WHICH MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

B. RESERVE AREAS "A", "E", "F", "J", "K" "L" AND "M"

1. IN ADDITION TO OTHER USES AS MAY BE PERMITTED HEREIN, RESERVE AREAS "A", "E", "F", "J", "K" "L" AND "M" SHALL BE DESIGNATED TO BE USED FOR UTILITY EASEMENTS PROVIDED THESE EASEMENTS SHALL NOT INTERFERE WITH AND ARE SUBJECT TO THE EXISTING EASEMENTS IN FAVOR OF TRANSOK, ENOGEX, PSO AND ONG, RESPECTIVELY

C. RESERVE AREAS "F", "G", AND "M"

1. IN ADDITION TO OTHER USES AS MAY BE PERMITTED HEREIN, RESERVE AREAS "F", "G".AND "M" SHALL BE DESIGNATED TO BE USED FOR OVERLAND DRAINAGE EASEMENT AND FOR UTILITY EASEMENT PROVIDED THAT PRIOR TO ANY UTILITY COMPANY USING THIS UTILITY EASEMENT SAID COMPANY MUST OBTAIN FROM THE CITY OF JENKS ENGINEER A PERMIT FOR USE SO AS TO ENSURE THE LOCATION OF SAID INSTALLATION IS IN KEEPING WITH THE PRESERVATION OF SAID RESERVE AREA.

D. RESERVE AREA "F"

1 IN ADDITION TO OTHER USES AS MAY BE PERMITTED HEREIN, RESERVE AREA "F" SHALL BE DESIGNATED TO BE USED FOR A PARK AREA WITH TWO POND FACILITIES THAT CONNECT THE TWO CUL-DE-SAC ROADWAYS (AS SHOWN ON THE PLAT) WITH COAL CREEK. THESE POND AREAS SHALL BE KEPT IN A NEAT AND ORDERLY CONDITION BY THE ASSOCIATION AND THE REMAINDER OF THIS RESERVE MAY BE MAINTAINED IN A MORE NATURAL SETTING IN A MANNER THAT IS KEEPING WITH OVERLAND DRAINAGE EASEMENT DESIGNATION STANDARDS.

E. RESERVE AREA "M"

1 RESERVE "M" SHALL BE DESIGNATED TO BE USED FOR PRIVATE STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN BROOKWOOD OF JENKS, THEIR GUEST AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS TO AND FROM PUBLIC STREETS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION (DEFINED IN SECTION V, BELOW), ALL AS MORE PARTICULARLY PROVIDED IN SECTION I.H ABOVE. PRIVATE STREETS SHALL HAVE A MINIMUM RIGHT-OF-WAY WIDTH OF 50 FEET WITH A MINIMUM OF 26 FEET OF PAVING, AND SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF

THE CITY OF JENKS FOR MINOR RESIDENTIAL PUBLIC STREETS. THE HOMEOWNERS' ASSOCIATION (DEFINED IN SECTION V, BELOW) SHALL PERFORM ALL MAINTENANCE ASSOCIATED WITH RESERVE AREA "M" (PRIVATE ROADS) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED PURPOSE OF RESERVE AREA "M" (PRIVATE ROADS) AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

### **SECTION III - PLANNED UNIT DEVELOPMENT STANDARDS**

WHEREAS, BROOKWOOD OF JENKS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 68) AS PROVIDED WITHIN SECTIONS 900-970 OF CHAPTER 9, JENKS ORDINANCE (JENKS ZONING CODE), AS THE SAME EXISTED ON FEBRUARY 1, 1993, WHICH PUD NO. 68 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON APRIL 10, 2008, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON APRIL 21, 2008.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, IT'S SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA.

THEREFORE 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 OF LAND: ALL PROPERTY WITHIN THE BROOKWOOD OF JENKS SUBDIVISION PURSUANT TO PUD NO. 68 SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF JENKS ZONING CODE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 1, 1993 OR AS MAY BE SUBSEQUENTLY AMENDED.

B. USE: THOSE USES PERMITTED AS A MATTER OF RIGHT IN RS-2, ZONING DISTRICT IN THE CITY OF JENKS ZONING CODE, INCLUDING LANDSCAPED FEATURES AND SECURED ENTRANCES AND RECREATIONAL FACILITIES AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

C. LANDSCAPING REQUIREMENTS: THE FRONT YARDS OF ALL LOTS AND SIDE YARDS OF ALL CORNER LOTS MUST BE PROFESSIONALLY LANDSCAPED UPON COMPLETION OF THE RESIDENCE. ALL FRONT, SIDE AND BACK YARDS MUST BE SODDED ON COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION.

D. THE FIRST FLOOR OF EACH DWELLING WILL BE FULL (100%) MASONRY UP TO THE TOP PLATE, NOT INCLUDING WINDOWS.

E. ACCESS TO THE ADDITION SHALL BE PROVIDED FROM WEST 111<sup>TH</sup> STREET SOUTH AND A SECONDARY ACCESS FROM WEST 108<sup>TH</sup> STREET SOUTH. THE ADDITION IS DESIGNATED AS A GATED COMMUNITY WITH PRIVATE STREETS. THE PRIVATE GATES SHALL BE ESTABLISHED TO PROVIDE THREE-CAR LENGTH STACKING FROM WEST 111<sup>TH</sup> STREET SOUTH AND NO PARKING SHALL BE PERMITTED FROM THE ENTRANCE AT WEST 111<sup>TH</sup> STREET SOUTH TO THE NORTH CORNER OF WEST 109<sup>TH</sup> STREET SOUTH.

#### **DEVELOPMENT STANDARDS**

A. MAXIMUM NUMBER OF LOTS:

115

B. MINIMUM LOT WIDTH: 60 FT

MINIMUM LOT SIZE: 7,500 SF

MINIMUM LIVABILITY SPACE PROVIDED ON EACH LOT: 2,000 SF

C. MAXIMUM BUILDING HEIGHT: 35 FT

D. OFF STREET PARKING: MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT

E. YARDS AND SETBACKS:

(1) FRONT YARD:  
FROM THE PROPERTY LINE OF ABUTTING PUBLIC OR PRIVATE STREET: 20 FT .

(2) REAR YARD:  
FROM THE PROPERTY LINE OF WEST 111<sup>TH</sup> STREETS: 20 FT  
FROM REAR LOT LINE: 20 FT

(3) SIDE YARD:  
ONE SIDE YARD: 5 FT  
OTHER SIDE YARD: 5 FT  
FROM THE PROPERTY LINE OF ABUTTING PUBLIC OR PRIVATE STREET: 15 FT  
FROM THE PROPERTY LINE OF ABUTTING PUBLIC OR PRIVATE STREET IF USED FOR ACCESS: 20FT

F. MINIMUM COMMON OPEN SPACE: 230,000 SF  
MAY BE CONTAINED WITHIN ONE OR MORE COMMON OPEN AREAS.

G. SIGNAGE:  
ONE ENTRY SIGN SHALL BE PERMITTED AT THE ENTRANCE ALONG WEST 111<sup>TH</sup> STREET SOUTH FRONTAGE NOT TO EXCEED 15 FEET IN HEIGHT AND 32 SQUARE FEET OF DISPLAY SURFACE AREA; AND ONE SIGN SHALL BE PERMITTED AT THE ENTRANCE FROM PALOS VERDES ESTATES, NOT TO EXCEED 6 FEET IN HEIGHT AND 32 SQUARE FEET OF DISPLAY SURFACE AREA.

H. FENCING:  
INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE A WOOD PRIVACY, ORNAMENTAL IRON OR STOCKADE WITH BLACK COATED CHAIN LINK; PROVIDED, THAT, ALL LOTS BACKING TO A GREENBELT, RESERVE OR OTHER COMMON AREA SHALL BE SPLIT RAIL WITH BLACK VINYL COATED CHAIN LINK. NO CHAIN LINK (EXCEPT BLACK COATED CHAIN LINK), BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE.FENCING ON CORNER LOTS ABUTING STREETS SHALL HAVE A MINIMUM 7.5 FEET SETBACK FROM PROPERTY LINE. IN THE EVENT A RETAINING WALL IS APPROVED BY THE ARCHITECTURAL COMMITTEE, SUCH WALL SHALL NOT BE CONSTRUCTED OF WOOD OR RAILROAD TIES AND MUST BE CONSTRUCTED BY SUCH MATERIALS APPROVED BY THE ARCHITECTURAL COMMITTEE.

I. ROOF PITCH:

NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A BUILDING HAVING A PORTION OF THE ROOF, (NOT TO EXCEED 20% OF THE TOTAL ROOF) TO BE AT A PITCH OF LESS THAN 8/12. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

J. MINIMUM SQUARE FOOTAGE:

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 1,700 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY AND A MINIMUM OF 2,100 SQUARE FEET FOR TWO STORY DWELLING.

### **SECTION IV. PRIVATE COVENANTS**

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ADDITION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE ADDITION.

DEVELOPMENT AND CONSTRUCTION STANDARDS:

1. ARCHITECTURAL COMMITTEE:

A. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE ADDITION AND SOLD TO RESIDENTIAL USERS, AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

B. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HERewith SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE ADDITION.

(1) AN ACCURATE SITE PLAN; AND

(2) AN ACCURATE FLOOR PLAN; AND

(3) ALL EXTERIOR ELEVATIONS; AND

(4) THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

3. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS AND NO GLASS SHALL BE PLACED IN ANY GARAGE DOOR. DRIVEWAYS SHALL PROVIDE OFF-STREET PARKING SPACE FOR MINIMUM OF TWO (2) CARS.

4. NO WHITE CHALK WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK OR CONCRETE. RIVER GRAVEL MAY BE USED FOR PRIVATE WALKWAYS WHEN COMPATIBLE TO DESIGN OF RESIDENCE, AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

5. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THE ADDITION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES EXCEPT AS DULY APPROVED BY THE ARCHITECTURAL COMMITTEE AND JENKS ZONING CODE.

6. ALL ROOFS WILL BE CONSTRUCTED WITH MATCHING HERITAGE II SHINGLES, WEATHERED WOOD COLOR, OR EQUIVALENT SHINGLES AS MAY BE DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE. EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED, COLOR TO MATCH ROOF.

7. ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

8. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINE ON THE PLAT. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

9. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO, SHALL BE ERECTED ANYWHERE IN THE ADDITION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES NOT EXCEEDING TWENTY-FOUR (24") IN DIAMETER, WHICH ARE PERMITTED), MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

10. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED OR MAINTAINED OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF JENKS ORDINANCE AND BUILDING CODES.

11. NO RECREATIONAL VEHICLE, CAMPER, BOAT, TRAILER SHALL BE UTILIZED AS A TEMPORARY OR PERMANENT RESIDENCE.

12. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

13. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

14. NO ANIMALS LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO EXOTIC ANIMALS AS DEFINED BY JENKS CITY CODES SHALL BE KEPT, BRED OR RAISED ON ANY LOT.

15. NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

16. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS, IF IN VIEW OF THE STREET OR ADJACENT LOT OWNERS. ANY VARIATION MUST BE APPROVED BY THE HOMEOWNERS' ASSOCIATION.

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

18. THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.

19. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO 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 THEIR LOT.

20. THE FIRST FLOOR OF EACH DWELLING WILL BE FULL MASONRY, NOT INCLUDING WINDOWS AND BENEATH COVERED PORCHES.

21. ALL MAIL BOXES WILL BE MATCHING AND CONSTRUCTION MATERIAL WILL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE. NUMERIC STREET IDENTIFICATION LETTERING SHALL BE DISPLAYED AND BE CLEARLY IDENTIFIABLE FROM THE PUBLIC RIGHT-OF-WAY.

22. MINIMUM SQUARE FOOTAGE:

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 1,700 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY AND A MINIMUM OF 2,100 SQUARE FEET FOR TWO STORY DWELLING.

23. 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. A TEMPORARY SALES TRAILER AND ONE TEMPORARY CONSTRUCTION TRAILER MAY BE PERMITTED FOR USE BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS 75% OF THE RESIDENTIAL LOTS HAVE BEEN SOLD.

24. CLOTHESLINES: EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED.

25. PRESERVATION OF TREES: IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE; PROVIDED THAT NO PERSON SHALL REMOVE ANY TREES OR OTHER LANDSCAPING FROM ANY COMMON AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE OR THE DEVELOPER. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

26. LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN BROOKWOOD OF JENKS, THE BUILDER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH BUILDER SHALL PLANT THE EQUIVALENT WORTH OF \$750.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) FOR EACH LOT UNDER THEIR OWNERSHIP AND \$950.00 FOR EACH CORNER LOT UNDER THEIR OWNERSHIP WITHIN 120 DAYS OF COMPLETION OF HOME CONSTRUCTION, EXCLUSIVE OF SODDING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL INCLUDE A MINIMUM OF ONE (1) TREE TO BE LOCATED IN THE FRONT YARD AREA AND OUTSIDE THE STREET RIGHT-OF-WAY OF THE LOT WHICH ARE OF AT LEAST 2" IN DIAMETER.

27. OUTBUILDINGS: NO DETACHED STORAGE STRUCTURES ARE ALLOWED ON ANY LOT.

28. WINDOWS: NO ALUMINIUM WINDOWS WITH A MILL FINISH SHALL BE USED ON ANY DWELLING.

29. NO ABOVE GROUND POOLS: NO ABOVE GROUND POOLS (TEMPORARY OR PERMANENT) SHALL BE ALLOWED ON ANY LOT WITHIN BROOKWOOD OF JENKS.

30. WITHIN THE FENCE EASEMENT ALONG WEST 111TH STREET SOUTH, THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF FENCING.

## **SECTION V. HOMEOWNERS' ASSOCIATION**

A. FORMATION OF HOMEOWNERS' ASSOCIATION: THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE BROOKWOOD OF JENKS HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AT THE "HOMEOWNERS' ASSOCIATION). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING, ALL RESERVE AREAS AND OTHER COMMON AREAS AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.

B. MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS: THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS: 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 AREAS OR ENTRYWAYS OF THE ADDITION INCLUDING, WITHOUT LIMITATION, THE CONST OF CONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE AND/OR RECONSTRUCTION OF THE PRIVATE ROADS IN RESERVE M AND THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED TO SUCH CAPITAL IMPROVEMENT, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE ASSOCIATION'S BOARD OF DIRECTORS SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED FOR IN THE ASSOCIATION'S BYLAWS. THE AMOUNT OF SUCH SPECIAL ASSESSMENT SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND SHALL BE COLLECTED AND PAID TO THE ASSOCIATION.

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

F. RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L" AND "M":

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE HOMEOWNERS ASSOCIATION IS FORMED IN ACCORDANCE WITH SECTION V. FROM AND AFTER SAID DATE, THE HOME-OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS, STREETS AND RECREATIONAL AREAS..

THE HOMEOWNERS ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, THEIR RESPECTIVE ITS AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

G. REQUIRED MOWING OF VACANT LOTS: THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE DEVELOPMENT AFTER COMPLETION OF A 10 DAY NOTICE PERIOD OF THE LOT OWNERS NOTIFICATION FROM THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT SAID LOT IS IN VIOLATION OF SECTION 13-1-13; ABATEMENT OF WEEDS AND TRASH OF THE JENKS CITY CODE. THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH PARAGRAPH C COVENANT FOR ASSESSMENT.

**SECTION VI. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY**

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. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVES AND SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, II, AND III WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION IV PRIVATE COVENANTS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE OWNERS ASSOCIATION PROVIDED FOR IN SECTION V. THE COVENANTS CONTAINED IN SECTION V AND VI. OWNERS ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN BROOKWOOD OF JENKS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR THE OWNERS ASSOCIATIONS TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY THE OWNERS ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREECH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION: THE COVENANTS CONTAINED IN SECTION III & IV HEREOF SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER\DEVELOPER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

C. AMENDMENT: THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVES 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 JENKS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA. THE COVENANTS WITHIN SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN BROOKWOOD OF JENKS AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION IV, PRIVATE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN BROOKWOOD OF JENKS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS 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 OR ANY PART THEREOF SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESS OUR HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

SPRING LAND, L.L.C.  
AN OKLAHOMA CORPORATION

BY: \_\_\_\_\_  
PRESIDENT

STATE OF OKLAHOMA        )  
  ) SS.  
COUNTY OF TULSA        )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS PRESIDENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

\_\_\_\_\_  
MY COMMISSION EXPIRES

\_\_\_\_\_  
NOTARY PUBLIC

**CERTIFICATE OF SURVEY**

DAN E. TANNER OF TANNER CONSULTING, L.L.C., OF TULSA, OKLAHOMA, HEREBY CERTIFIES THAT HE HAS FULLY COMPLIED WITH THE REQUIREMENTS OF THE LAND SUBDIVISION CODE OF THE CITY OF JENKS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; THAT THE PLAT REPRESENTS A SURVEY MADE BY HIM AND THAT ALL MONUMENTS INDICATED THEREOF ACTUALLY EXIST IN THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

TANNER CONSULTING, LLC

BY: \_\_\_\_\_  
DAN E. TANNER, PLS NO. 1435

STATE OF OKLAHOMA        )  
  ) SS.  
COUNTY OF TULSA        )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF TANNER CONSULTING, L.L.C., FOR THE USES AND PURPOSES THEREIN SET FORTH.

\_\_\_\_\_  
MY COMMISSION EXPIRES

\_\_\_\_\_  
NOTARY PUBLIC