

**DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS  
FOR  
COUNTRY WOODS OF JENKS**

KNOW ALL MEN BY THESE PRESENTS:

THAT COUNTRY WOODS, LLC., AN OKLAHOMA CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) AND THE SOUTH SIXTEEN AND ONE-HALF (16.5) FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4), ALL IN SECTION TWENTY-SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4 SE/4; THENCE NORTH 88°42'17" EAST ALONG THE SOUTHERLY LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°10'05" WEST AND PARALLEL WITH THE WESTERLY LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 1324.24 FEET TO A POINT ON THE NORTHERLY LINE OF THE SW/4 SE/4; THENCE SOUTH 88°42'35" WEST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 16.50 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SW/4 SE/4; THENCE NORTH 1°10'05" WEST ALONG THE WESTERLY LINE OF SAID NW/4 SE/4, FOR A DISTANCE OF 16.50 FEET TO A POINT; THENCE NORTH 88°42'35" EAST AND PARALLEL WITH THE NORTHERLY LINE, FOR A DISTANCE OF 1319.10 FEET TO A POINT ON THE EASTERLY LINE OF THE NW/4 SE/4; THENCE SOUTH 1°11'26" EAST AND ALONG THE EASTERLY LINE OF THE NW/4 SE/4 AND THE EASTERLY LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 648.08 FEET TO A POINT; THENCE SOUTH 88°42'17" WEST AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 628.85 FEET TO A POINT; THENCE SOUTH 1°10'05" EAST AND PARALLEL WITH THE WESTERLY LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 692.55 FEET TO A POINT ON SAID SOUTHERLY LINE; THENCE SOUTH 88°42'17" WEST ALONG THE SOUTHERLY LINE, FOR A DISTANCE OF 674.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,311,391 SQUARE FEET OR 30.105 ACRES.

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

**A. GENERAL UTILITY EASEMENTS:**

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE 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 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 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 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 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 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 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. 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 STATUES 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", AND "E":

1. THESE RESERVES ARE DESIGNATED TO BE USED FOR LANDSCAPING, ENTRY FEATURES, PEDESTRIAN ACCESS, UTILITY EASEMENT AND/OR OVERLAND DRAINAGE EASEMENT.

#### B. RESERVE AREA "F"

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 F" AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE ACCESS, CONSTRUCTION AND MAINTENANCE OF STORM WATER DRAINAGE INTO DETENTION FACILITIES LOCATED ON COUNTRY WOODS OF JENKS PHASE II ALL AS NECESSARY TO MEET CITY OF JENKS DETENTION REQUIREMENTS APPLICABLE TO THE ADDITION, 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 THE LOTS WITHIN SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II, INTO SAID DETENTION FACILITIES. THE RESERVE AREA MAY ALSO BE UTILIZED FOR PARK AND OPEN SPACE USES AS APPROVED BY THE CITY ENGINEER FOR THE BENEFIT OF LOT OWNERS IN COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II.

2. DETENTION FACILITIES FOR THE ADDITION AND FOR SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II, SHALL BE CONSTRUCTED IN RESERVE AREA "B" OF COUNTRY WOODS OF JENKS PHASE II AS PROVIDED IN SECTION V BELOW. DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN DETENTION EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF JENKS, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

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 CITY OF JENKS ENGINEERING DEPARTMENT.

4. THE DRAINAGE EASEMENT AREAS AND FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE DETENTION FACILITIES LOCATED IN RESERVE AREA "B" IN COUNTRY WOODS OF JENKS PHASE II SHALL BE MAINTAINED BY THE RECREATIONAL AMENITIES OWNERS ASSOCIATION AS PROVIDED IN SECTION V BELOW.

C. RESERVE AREA "D":

1. THIS RESERVE AREA IS DESIGNATED TO BE USED FOR A NEIGHBORHOOD POOL FOR THE BENEFIT OF LOT OWNERS IN COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II.

D. ALL RESERVES:

1. EXCEPT FOR RESERVES D AND F, ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVES WITHIN THE ADDITION INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. SEE SECTION V FOR ADDITIONAL DETAILS AND REQUIREMENTS. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF FENCING, LANDSCAPING AND SIGNAGE. THE USE OF RESERVE AREAS SHALL BE LIMITED TO LANDSCAPING, ENTRY FEATURES, PEDESTRIAN ACCESS, RECREATIONAL AMENITIES, STORMWATER DETENTION FACILITIES, UTILITY AND DRAINAGE EASEMENTS AND RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS ASSOCIATION TO BE FORMED AS SET FORTH WITHIN SECTION V.

2. AS TO RESERVES D AND F, ALL COSTS AND EXPENSES ASSOCIATED WITH THE MAINTENANCE OF RECREATIONAL FACILITIES AND OVERLAND DRAINAGE FACILITIES SUBJECT TO THE JURISDICTION OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, AS WELL AS THE DETENTION FACILITIES IN RESERVE AREA "B" OF COUNTRY WOODS OF JENKS PHASE II, SHALL BE THE RESPONSIBILITY OF SAID RECREATIONAL AMENITIES OWNERS ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT AREAS WITHIN THE ADDITION, AND/OR THE RECREATIONAL AMENITIES OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION FACILITIES IN RESERVE AREA "B" OF COUNTRY WOODS OF JENKS PHASE II, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DRAINAGE EASEMENT AREAS OR DETENTION FACILITIES, AS THE CASE MAY BE, PERFORM SUCH MAINTENANCE AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION, IN THE CASE OF THE DRAINAGE EASEMENT AREAS, OR THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, IN THE CASE OF THE DETENTION FACILITIES.

3. IN THE EVENT THE RESPECTIVE 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.

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

WHEREAS, COUNTRY WOODS OF JENKS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 41) 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. 41 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON MARCH 26, 2004, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON MARCH 26, 2004.

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 COUNTRY WOODS OF JENKS SUBDIVISION PURSUANT TO PUD NO. 41 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. ALL SINGLE-FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 1,700 SQUARE FEET OF FINISHED HEATED LIVING AREA.

C. USE: THE USE OF THE RESIDENTIAL LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENTIAL PURPOSES, HAVING AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO (2) AUTOMOBILES AND DRIVEWAY SUFFICIENT TO PARK TWO (2) AUTOMOBILES BEHIND THE FRONT PROPERTY LINES. THE USE OF RESERVE "F" SHALL BE LIMITED TO A STORMWATER DRAINAGE FACILITY AND RECREATIONAL AREA RESERVED FOR SUBSEQUENT CONVEYANCE TO A RECREATIONAL AMENITIES OWNERS ASSOCIATION TO BE FORMED AS SET FORTH WITHIN SECTION V. CONSTRUCTION OF THE STORMWATER DRAINAGE FACILITY WHICH IS TO BE CONSTRUCTED BY THE OWNER/DEVELOPER AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION SHALL BE IN ACCORDANCE WITH THE PLANS APPROVED BY THE JENKS CITY ENGINEER.

D. FRONTING AND ACCESS LIMITATION: EACH DWELLING SHALL FACE THE FRONT OF THE LOT AS INDICATED BY A 25 FOOT BUILDING LINE, AND 20 FOOT BUILDING LINE OF LOTS 20 THROUGH 25 OF BLOCK 1. NO HOUSE SHALL FRONT WEST 111<sup>TH</sup> STREET SOUTH.

E. YARDS AND SETBACKS:

- (1) STREET SETBACK: NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING LINES DEPICTED ON THE ACCOMPANYING PLAT.
- (2) REAR YARD: NO PART OF THE RESIDENTIAL DWELLING SHALL BE LOCATED WITHIN THE 20 REAR YARD. PATIOS MAY EXTEND INTO THE 20 FOOT REAR YARD BUT SHALL NOT BE LOCATED ON AN EASEMENT.
- (3) SIDE YARD: THE MINIMUM SIDE YARD IS 5 FEET IN WIDTH. EXCEPT, SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET. PROVIDED HOWEVER, ON CORNER LOTS, ANY GARAGE OPENING SHALL BE SET BACK NOT LESS THAN 20 FEET FROM THE STREET RIGHT-OF-WAY LINE WHICH ABUTS THE SIDE YARD.
- (4) DWELLING SEPARATION: DWELLINGS SHALL MAINTAIN A SEPARATION OF NOT LESS THAN 10 FEET AS MEASURED FROM THE FACE OF THE EXTERIOR WALLS.
- (5) EASEMENT SETBACKS: NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY SHALL ENCROACH UPON A BUILDING LINE OR UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.
- (6) 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 WOODRAIL FENCE WITH ATTACHED BLACK RUBBER COATED CHAINLINK, MASONRY, WOOD, ORNAMENTAL IRON, STOCKADE, BRICK, WHITE VINYL OR COMBINATION THEREOF. NO BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND THE BUILDING LINES.

CORNER LOTS SHALL BE PERMITTED TO EXTEND FENCING IN A SIDE YARD ABUTTING A PUBLIC STREET TO A POINT NO CLOSER THAN 7.5 FEET OF THE PROPERTY LINE.

- (7) FENCING (ENOGEX PIPELINE): ANY EXTERIOR SIGNS OR LIGHTING POLES OR FENCES SHALL BE LOCATED SO THAT NO PORTION OF SAID SIGN, POLE OR FENCING POST OR COLUMN ITS ABOVE OR BELOW GROUND SUPPORTING STRUCTURE IS CLOSER THAN TEN (10) FEET FROM THE CENTERLINE OF THE PIPELINE IN ANY DIRECTION. NO SIGN SHALL CROSS OR STRADDLE THE PIPELINE.

THE DEVELOPER SHALL CONSTRUCT A WOODRAIL FENCE WITH ATTACHED BLACK RUBBER COATED CHAINLINK, MASONRY, WOOD, ORNAMENTAL IRON, STOCKADE, BRICK, WHITE VINYL OR COMBINATION THEREOF, FENCE WITHIN RESERVE AREA "A" AND RESERVE AREA "B" SHOWN ON THE PLAT WHICH SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

F. SIGNAGE: A SIGNAGE ENTRY FEATURE IDENTIFYING THE RESIDENTIAL DEVELOPMENT MAY BE LOCATED AT THE WEST 111<sup>TH</sup> STREET SOUTH ENTRANCE NOT TO EXCEED EIGHT (8') IN HEIGHT NOR 32 SQUARE FEET OF DISPLAY SURFACE AREA. ALL SIGNS MUST BE ERECTED WITHIN THE RESERVE AREAS AS SHOWN ON THE ATTACHED PLAT.

SIGNAGE (ENOGEX PIPELINE): ANY EXTERIOR SIGNS OR LIGHTING POLES OR FENCES SHALL BE LOCATED SO THAT NO PORTION OF SAID SIGN, POLE OR FENCING POST OR COLUMN ITS ABOVE OR BELOW GROUND SUPPORTING STRUCTURE IS CLOSER THAN TEN (10) FEET FROM THE CENTERLINE OF THE PIPELINE IN ANY DIRECTION. NO SIGN SHALL CROSS OR STRADDLE THE PIPELINE.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT. EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

#### **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.

A. 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 EXCEPT FOR RESERVES D AND F (WHICH SHALL BE GOVERNED BY THE RECREATIONAL AMENITIES OWNERS ASSOCIATION DESCRIBED IN SECTION V BELOW). THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE ADDITION, AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS 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. 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 OR DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

ROOF FLASHING: EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED, COLOR TO MATCH ROOF.

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.

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.

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 HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. 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 COUNTRY WOODS 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 \$300.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) WITHIN THE FRONT YARD AREA OF EACH 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.

## **SECTION V. ASSOCIATIONS**

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 COUNTRY WOODS 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 (EXCEPT RESERVES D AND F) AND OTHER COMMON AREAS AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.



1. 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 HOMEOWNERS ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

2. 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 OF THE HOMEOWNERS ASSOCIATION 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 ASSESSED. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

3. ENFORCEMENT RIGHTS OF THE HOMEOWNERS 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.

4. 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 LOT OWNERS HOMEOWNERS ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH SUBSECTION (C) OF THIS SECTION.

5. THE HOMEOWNERS ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF JENKS, AND 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.

B. FORMATION OF RECREATIONAL AMENITIES OWNERS ASSOCIATION: THE OWNER HAS, TOGETHER WITH THE OWNERS OF SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II, FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE WOODS RECREATIONAL AMENITIES OWNERS ASSOCIATION, INC., A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AT THE "RECREATIONAL AMENITIES OWNERS ASSOCIATION). THE RECREATIONAL AMENITIES OWNERS ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RECREATIONAL AMENITIES IN RESERVE AREAS D AND F IN THE ADDITION, AND THE DETENTION FACILITIES IN RESERVE AREA B IN COUNTRY WOODS OF JENKS PHASE II, AND SUCH OTHER AREAS AS MAY BE DETERMINED BY THE MEMBERS OF SAID ASSOCIATION. IN ACCORDANCE WITH THE BYLAWS OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, EACH HOMEOWNERS ASSOCIATION IN COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II, SHALL APPOINT AN EQUAL NUMBER OF REPRESENTATIVES FROM THEIR RESPECTIVE HOMEOWNERS ASSOCIATION TO THE BOARD OF DIRECTORS OF THE RECREATIONAL AMENITIES ASSOCIATION.

1. MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE ADDITION AND IN SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II, SHALL BE A MEMBER OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT WITHIN SAID SUBDIVISIONS. THE ACCEPTANCE OF A DEED TO ANY LOT WITHIN THE ADDITION OR WITHIN SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II, SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE RECREATIONAL AMENITIES OWNERS ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

2. 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 RECREATIONAL AMENITIES OWNERS ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT RESERVES D AND F IN COUNTRY WOODS OF JENKS, AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II, AS SHOWN ON THEIR RESPECTIVE RECORDED PLATS. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS ASSESSED. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

3. ENFORCEMENT RIGHTS OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION: THE RECREATIONAL AMENITIES OWNERS ASSOCIATION SHALL HAVE THE EXCLUSIVE AUTHORITY TO ENFORCE THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION THAT RELATE TO RESERVES D AND F IN THE ADDITION, AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II.

4. THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF JENKS, AND 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 RESERVES D AND F IN THE ADDITION AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II.

5. COUNTRY WOODS OF JENKS SUBDIVISION SHALL BE INCLUDED WITHIN A MASTER PLANNED DEVELOPMENT TOGETHER WITH SOUTHWOODS OF JENKS, WOODLAKE OF JENKS AND COUNTRY WOODS OF JENKS PHASE II. AS PROVIDED ABOVE, THE RECREATIONAL AMENITY OWNERS ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE RECREATIONAL AMENITIES OF COUNTRY WOODS OF JENKS IN RESERVES D AND F, AND THE DETENTION FACILITIES IN RESERVE B OF COUNTRY WOOD OF JENKS PHASE II, INCLUDING (WITHOUT LIMITATION) GROUNDS MAINTENANCE, OVERLAND DRAINAGE FACILITIES, SWIMMING POOL, WALKING TRAILS, PARK EQUIPMENT, MOWING AND OPERATION OF DETENTION FACILITIES LOCATED IN RESERVE "B" OF COUNTRY WOODS OF JENKS PHASE II. EACH SUBDIVISION ADDED TO THE RECREATIONAL AMENITY ASSOCIATION SHALL BE ALLOWED THE RIGHTS AND PRIVILEGES AND BE RESPONSIBLE FOR FEES AND MAINTENANCE AS SET FORTH IN THE BYLAWS OF SAID ASSOCIATION.

6. THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF JENKS, AND 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 RESERVES D AND F OF THIS ADDITION AND RESERVE B OF COUNTRY WOODS OF JENKS PHASE II.

7. THE CITY OF JENKS SHALL ALSO HAVE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE RESERVE AREA "D" FROM THE HOMEOWNERS ASSOCIATION IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT CERTIFICATE (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING SAID RESERVE(S) OF "COUNTRY WOODS OF JENKS"; AND (B) THE CITY OF JENKS BECOMES THE OWNER OF THE TAX CERTIFICATE OR REDEEMS THE TAX CERTIFICATE ACCORDING TO OKLAHOMA LAW. THE CITY OF JENKS SHALL HAVE SIXTY (60) DAYS AFTER SATISFACTION OF (A) AND (B) ABOVE, TO PURCHASE RESERVE AREA "D" OF "COUNTRY WOODS OF JENKS" FROM THE COUNTRY WOODS OF JENKS HOMEOWNERS ASSOCIATION FOR THE SUM OF TEN DOLLARS (\$10.00). THE COUNTRY WOODS OF JENKS HOMEOWNERS ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

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

A. ENFORCEMENT: THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND EVERY LOT OWNER WITHIN THE ADDITION. EXCEPT AS TO PROVISIONS RELATING TO THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, RESERVES D AND F IN THIS ADDITION, AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II, THE PROVISIONS OF SECTIONS I, II AND III HEREIN SET FORTH CERTAIN COVENANTS AND ENFORCEMENT RIGHTS PERTAINING THERETO WHICH INURE TO AND ARE ENFORCEABLE BY THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, EVERY LOT OWNER WITHIN THE ADDITION, AND THE CITY OF JENKS, OKLAHOMA. EXCEPT AS TO PROVISIONS RELATING TO THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, RESERVES D AND F IN THIS ADDITION, AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II, 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 HOMEOWNERS ASSOCIATION PROVIDED FOR IN SECTION V. EXCEPT AS TO PROVISIONS RELATING TO THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, RESERVES D AND F IN THIS ADDITION, AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II, THE COVENANTS CONTAINED IN SECTION V AND VI HOMEOWNERS ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION. PROVISIONS RELATING TO THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, RESERVES D AND F IN THIS ADDITION, AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II SHALL INURE ONLY TO THE BENEFIT OF THE MEMBERS OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION AND SHALL BE ENFORCED AS PROVIDED IN SECTION V(B)(3) ABOVE. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN COUNTRY WOODS 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 HOMEOWNERS ASSOCIATION TO MAINTAIN (UNLESS OTHERWISE RESERVED HEREIN TO THE JURISDICTION OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION) 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 HOMEOWNERS ASSOCIATION, THE RECREATIONAL AMENITIES 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 BREACH 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, 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: EXCEPT AS TO PROVISIONS RELATING TO THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, RESERVES D AND F IN THIS ADDITION, AND RESERVE B IN COUNTRY WOODS OF JENKS PHASE II, WHICH MAY ONLY BE AMENDED WITH THE WRITTEN CONSENT OF THE RECREATIONAL AMENITIES OWNERS ASSOCIATION, 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 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 OWNERSHIP IN COUNTRY WOODS 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 OWNERSHIP IN COUNTRY WOODS 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 \_\_\_\_\_, 2005.

COUNTRY WOODS, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
MICHAEL K. WALLACE, MANAGER

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 \_\_\_\_\_, 2005, PERSONALLY APPEARED MICHAEL K. WALLACE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS

MANAGER 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 \_\_\_\_\_, 2005.

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 \_\_\_\_\_, 2005, 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