

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

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SEVEN (27), 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, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE SOUTH 88°42'17" WEST AND ALONG THE SOUTHERLY LINE OF THE SE/4, FOR A DISTANCE OF 1319.63 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SE/4 SE/4); THENCE NORTH 1°11'26" WEST AND ALONG THE WESTERLY LINE OF SAID SE/4 SE/4, FOR A DISTANCE OF 871.03 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°11'26" WEST AND ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 469.60 FEET TO A POINT, SAID POINT BEING 16.50 FEET NORTHERLY OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW/4 SE/4); THENCE SOUTH 88°42'35" WEST AND PARALLEL WITH THE SOUTHERLY LINE OF SAID NW/4 SE/4, FOR A DISTANCE OF 1,319.10 FEET TO A POINT ON THE WESTERLY LINE OF THE NW/4 SE/4; THENCE NORTH 1°10'05" WEST AND ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 888.65 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF THE CREEK TURNPIKE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR THE FOLLOWING FOUR (4) COURSES: NORTH 73°54'44" EAST FOR A DISTANCE OF 2.22 FEET TO A POINT; THENCE NORTH 80°52'49" EAST FOR A DISTANCE OF 700.58 FEET TO A POINT; THENCE NORTH 85°06'47" EAST FOR A DISTANCE OF 550.67 FEET TO A POINT; THENCE SOUTH 89°42'08" EAST FOR A DISTANCE OF 133.16 FEET TO A POINT; THENCE SOUTH 51°03'00" EAST FOR A DISTANCE OF 964.99 FEET TO A POINT; THENCE SOUTH 31°19'46" EAST FOR A DISTANCE OF 590.70 FEET TO A POINT; THENCE SOUTH 1°02'30" EAST FOR A DISTANCE OF 228.27 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4 SE/4); THENCE SOUTH 88°42'30" WEST AND ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 269.11 FEET TO A POINT; THENCE NORTH 63°40'28" WEST FOR A DISTANCE OF 249.30 FEET TO A POINT; THENCE SOUTH 88°11'53" WEST FOR A DISTANCE OF 250.00 FEET TO A POINT; THENCE SOUTH 55°04'26" WEST FOR A DISTANCE OF 425.00 FEET TO A POINT TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,238,216 SQUARE FEET, OR 51.382 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 EACH 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 AGREES TO BE BOUND HEREBY.

D. GAS SERVICE:

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT, OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION, FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.

3. 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 THE CREEK TURNPIKE 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 AREA "B"

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 B" AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE ACCESS, CONSTRUCTION AND MAINTENANCE OF STORM WATER DRAINAGE INTO A REGIONAL DETENTION FACILITY 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 COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, AND WOODLAKES OF JENKS, INTO SAID DETENTION FACILITIES. THE RESERVE AREA MAY ALSO BE UTILIZED FOR PARK AND OPEN SPACE USES AS APPROVED BY THE CITY OF JENKS ENGINEER FOR THE BENEFIT OF LOT OWNERS IN COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, WOODLAKES OF JENKS, AND THE ADDITION.

2. DETENTION FACILITIES FOR THE ADDITION, COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, AND WOODLAKES OF JENKS, SHALL BE CONSTRUCTED BY THE OWNER/DEVELOPER IN RESERVE AREA "B" OF COUNTRY WOODS OF JENKS II. 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 II SHALL BE MAINTAINED BY THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION AS PROVIDED IN SECTION V BELOW.

5. A NEIGHBORHOOD SPRAY PAD, PLAYGROUND OR OTHER RECREATIONAL AMENITY FOR THE BENEFIT OF LOT OWNERS IN COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, WOODLAKES OF JENKS AND COUNTRY WOODS OF JENKS II SHALL BE CONSTRUCTED IN RESERVE AREAS A AND B OF THE ADDITION AND MAINTAINED BY THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION DESCRIBED BELOW. A NEIGHBORHOOD POOL, PLAYGROUND OR OTHER RECREATIONAL AMENITY FOR THE BENEFIT OF LOT OWNERS IN COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, WOODLAKES OF JENKS AND COUNTRY WOODS OF JENKS II SHALL BE CONSTRUCTED IN RESERVE AREAS D AND F OF COUNTRY WOODS OF JENKS AND MAINTAINED BY THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION DESCRIBED BELOW.

B. RESERVE AREA "D":

THE DEVELOPER OF COUNTRY WOODS OF JENKS II SHALL CONSTRUCT AN ASPHALT WALKING TRAIL WITHIN RESERVE AREA "D" TO CONNECT TO A TRAIL SYSTEM TO BE CONSTRUCTED IN THE SOUTHWOODS OF JENKS ADDITION. THE WALKING TRAILS WILL BE FOR THE BENEFIT OF LOT OWNERS IN COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, WOODLAKES OF JENKS AND COUNTRY WOODS OF JENKS II, TO BE TRANSFERRED TO AND MAINTAINED BY THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION DESCRIBED BELOW.

C. RESERVE AREA "C":

1. RESERVE AREA "C" IS DESIGNATED TO BE USED FOR A RECREATIONAL AMENITY TO BE CONSTRUCTED BY THE OWNER/DEVELOPER FOR THE COMMON USE AND BENEFIT OF OWNERS OF LOTS WITHIN THE ADDITION. RESERVE "C" OF THE ADDITION SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION DESCRIBED BELOW.

D. ALL RESERVES (EXCEPT RESERVE AREA "C"):

EXCEPT FOR RESERVE AREA "C", ALL COSTS AND EXPENSES ASSOCIATED WITH THE MAINTENANCE OF RECREATIONAL FACILITIES, OVERLAND DRAINAGE AND DETENTION FACILITIES (INCLUDING GENERAL PROPERTY MAINTENANCE) ARE SUBJECT TO THE JURISDICTION OF THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION, AS WELL AS RESERVES "D" AND "F" OF COUNTRY WOODS OF JENKS AND RESERVE AREA "E" OF SOUTHWOODS OF JENKS, SHALL BE THE RESPONSIBILITY OF SAID RECREATIONAL AMENITIES OWNERS' ASSOCIATION. IN THE EVENT THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT AREAS AND RECREATIONAL FACILITIES WITHIN RESERVES "A" AND "D" OF THE ADDITION, RESERVES "D" AND "F" OF COUNTRY WOODS OF JENKS AND RESERVE "E" OF SOUTHWOODS OF JENKS,

AND/OR THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION FACILITIES IN RESERVE AREA "B" OF THE ADDITION, 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 RECREATIONAL AMENITIES OWNERS' ASSOCIATION.

2. IN THE EVENT THE RECREATIONAL AMENITIES OWNERS' 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 COUNTRY WOODS OF JENKS, COUNTRY WOODS OF JENKS II, SOUTHWOODS OF JENKS AND WOODLAKES OF JENKS. 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 II WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 53) 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. 53 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON DATE OCTOBER 27, 2005, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON DATE NOVEMBER 7, 2005.

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 II SUBDIVISION PURSUANT TO PUD NO. 53 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. THE FIRST FLOOR OF EACH DWELLING SHALL BE FULL MASONRY, NOT INCLUDING WINDOWS AND BENEATH COVERED PORCHES.

D. 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 "B" 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 CITY OF JENKS ENGINEER.

E. FRONTING AND ACCESS LIMITATION: EACH DWELLING SHALL FACE THE FRONT OF THE LOT AS INDICATED BY A 25 FOOT BUILDING LINE. NO HOUSE SHALL FRONT CREEK TURNPIKE.

F. 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 IN ANY AREA OF THE SUBDIVISION. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS FACING A STREET SHALL NOT

EXTEND BEYOND 7.5 FEET FROM THE EXTERIOR SIDELINE AND SHALL BE WOOD PRIVACY FENCING.

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

G. SIGNAGE: A SIGNAGE ENTRY FEATURE IDENTIFYING THE RESIDENTIAL DEVELOPMENT MAY BE LOCATED AT THE ENTRANCE NOT TO EXCEED EIGHT (8') IN HEIGHT NOR 32 SQUARE FEET OF DISPLAY SURFACE AREA. ALL SIGNS MUST BE ERECTED WITHIN THE SIGNAGE EASEMENT AREAS AS SHOWN ON THE ATTACHED PLAT. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SIGNAGE EASEMENT AREA UPON CONSTRUCTION OF THE ENTRY FEATURE.

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

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT FOR 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:

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 "A", "B", "D" OF THE ADDITION, RESERVES "D" AND "F" OF COUNTRY WOODS OF JENKS AND RESERVE "E" OF SOUTHWOODS OF JENKS (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.

1. 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.

- (a) AN ACCURATE SITE PLAN; AND

(b) AN ACCURATE FLOOR PLAN; AND

(c) ALL EXTERIOR ELEVATIONS; AND

(d) 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 II, 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 II HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RESERVE AREA "C" 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 SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH THIS SUBSECTION (A).

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 COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, AND WOODLAKES OF JENKS, 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 AS THE "RECREATIONAL AMENITIES OWNERS' ASSOCIATION"). THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING RECREATIONAL AMENITIES AND GROUNDS IN RESERVE AREAS "D" & "F" OF COUNTRY WOODS OF JENKS, RESERVE AREA "E" OF SOUTHWOODS OF JENKS, RESERVE AREAS "A", "D" AND THE DETENTION FACILITIES IN RESERVE AREA "B" IN THE ADDITION, 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 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 COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, AND WOODLAKES OF JENKS, 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 COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, AND WOODLAKE OF JENKS, 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, RESERVE AREA "E" IN SOUTHWOODS OF JENKS, AND RESERVES "A", "B", "D" IN THE ADDITION AND OTHER SUCH RESERVE AREAS AS MAY INCORPORATED BY THE MASTER PLAN FOR COUNTRY WOODS OF JENKS, COUNTRY WOODS OF JENKS II, SOUTHWOODS OF JENKS AND WOODLAKES OF JENKS, 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 COUNTRY WOODS OF JENKS, RESERVE "E" IN SOUTHWOODS OF JENKS AND RESERVES "A", "B" AND "D" IN THE ADDITION.

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 COUNTRY WOODS OF JENKS, RESERVE AREA "E" IN SOUTHWOODS OF JENKS AND RESERVE AREAS "A", "B", AND "D" IN THE ADDITION AND OTHER SUCH RESERVE AREAS AS MAY BE INCORPORATED BY THE MASTER PLAN FOR COUNTRY WOODS OF JENKS, COUNTRY WOODS OF JENKS II, SOUTHWOODS OF JENKS AND WOODLAKES OF JENKS.

5. COUNTRY WOODS OF JENKS II SUBDIVISION SHALL BE INCLUDED WITHIN A MASTER PLANNED DEVELOPMENT TOGETHER WITH COUNTRY WOODS OF JENKS, SOUTHWOODS OF JENKS, AND WOODLAKES OF JENKS. AS PROVIDED ABOVE, THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE RECREATIONAL AMENITIES AND GROUNDS IN COUNTRY WOODS OF JENKS RESERVES "D" AND "F", SOUTHWOODS OF JENKS RESERVE "E", RESERVES "A", "D" AND THE DETENTION FACILITIES IN RESERVE "B" OF THE ADDITION AND SUCH OTHER AREAS AS MAY BE DETERMINED BY THE MEMBERS OF SAID ASSOCIATION, INCLUDING (WITHOUT LIMITATION) THE SWIMMING POOL IN RESERVE D OF COUNTRY WOODS OF JENKS, THE WALKING TRAIL IN RESERVE D OF THE ADDITION, AND THE GROUNDS MAINTENANCE, OVERLAND DRAINAGE FACILITIES, PARK EQUIPMENT, MOWING AND OPERATION OF DETENTION FACILITIES LOCATED IN RESERVES "A" AND "B" OF THE ADDITION. EACH SUBDIVISION ADDED TO THE RECREATIONAL AMENITIES ASSOCIATION SHALL BE ALLOWED THE RIGHTS AND

PRIVILEGES AND SHALL BE RESPONSIBLE FOR FEES AND MAINTENANCE AS SET FORTH IN THE BYLAWS OF SAID ASSOCIATION.

6. THE CITY OF JENKS SHALL ALSO HAVE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE RESERVE AREA "D" OF COUNTRY WOODS OF JENKS 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 OF JENKS 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 COUNTRY WOODS OF JENKS, RESERVE "E" IN SOUTHWOODS OF JENKS AND RESERVES "A", "B" AND "D" IN THIS ADDITION, 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 COUNTRY WOODS OF JENKS, RESERVE "E" IN SOUTHWOODS OF JENKS, AND RESERVES "A", "B" AND "D" IN THIS ADDITION, 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 COUNTRY WOODS OF JENKS, RESERVE "E" IN SOUTHWOODS OF JENKS AND RESERVES "A", "B" AND "D" IN THIS ADDITION, THE COVENANTS CONTAINED IN SECTION V ASSOCIATIONS 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 COUNTRY WOODS OF JENKS , RESERVE "E" IN SOUTHWOODS OF JENKS AND RESERVES "A", "B" AND "D" IN THIS ADDITION AND SUCH OTHER AREAS AS MAY BE DETERMINED BY THE MEMBERS OF THE RECREATIONAL AMENITIES OWNERS' ASSOCIATION 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 II 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 COUNTRY WOODS OF JENKS, RESERVE "E" IN SOUTHWOODS OF JENKS, AND RESERVES "A", "B" AND "D" IN THIS ADDITION, 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 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 II 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 II. 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, L.L.C.
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 21st DAY OF DECEMBER, 2005.

TANNER CONSULTING, L.L.C.

BY: _____
DAN E. TANNER
REGISTERED LAND SURVEYOR
OKLAHOMA 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 21st DAY OF DECEMBER, 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.

MAY 13, 2006
MY COMMISSION EXPIRES

SHAROLYN S. NELSON, NOTARY