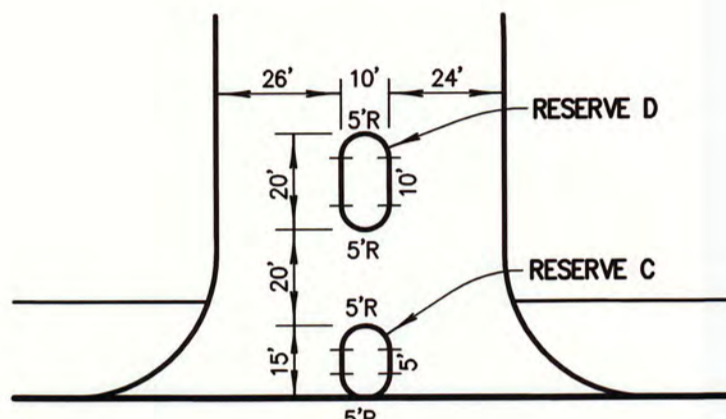
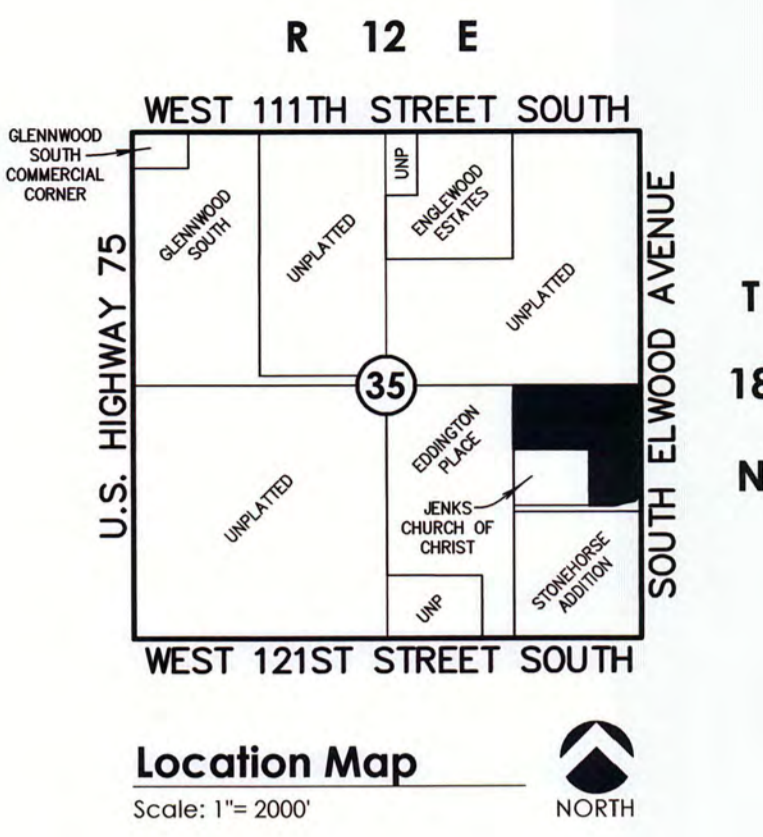


RESERVES F & G DETAIL



RESERVES C & D DETAIL



Location Map
 Scale: 1" = 200'

Elwood Park

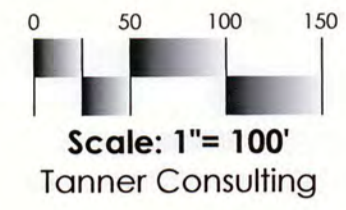
A RESUBDIVISION OF PART OF LOT ONE(1) BLOCK ONE(1) AND RESERVE B OF "JENKS CHURCH OF CHRIST" (PLAT NO. 5710) AN ADDITION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA

OWNER:
Spring Land, L.L.C.
 AN OKLAHOMA LIMITED LIABILITY COMPANY
 114 S. 3rd
 Jenks, Oklahoma 74037
 Phone: (918) 298-6100
 Contact: Mike Wallace

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
 DAN E. TANNER, P.L.S. NO. 1435
 OK CA NO. 2661, EXPIRES 6/30/2015
 5323 South Lewis Avenue
 Tulsa, Oklahoma 74105
 Phone: (918)745-9929



NORTH



Scale: 1" = 100'
 SUBDIVISION CONTAINS SIXTY (60) LOTS IN SIX (6) BLOCKS WITH TEN (10) RESERVES
 GROSS SUBDIVISION AREA: 25.938 ACRES

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
DOC	DOCUMENT
ESMT	EASEMENT
IPF	IRON PIN FOUND
POC	POINT OF COMMENCEMENT
RES	RESERVE
ROP/E	RESTRICTED OIL PIPELINE EASEMENT
RWL/E	RESTRICTED WATERLINE EASEMENT
SD/E	STORM SEWER EASEMENT
U/E	UTILITY EASEMENT

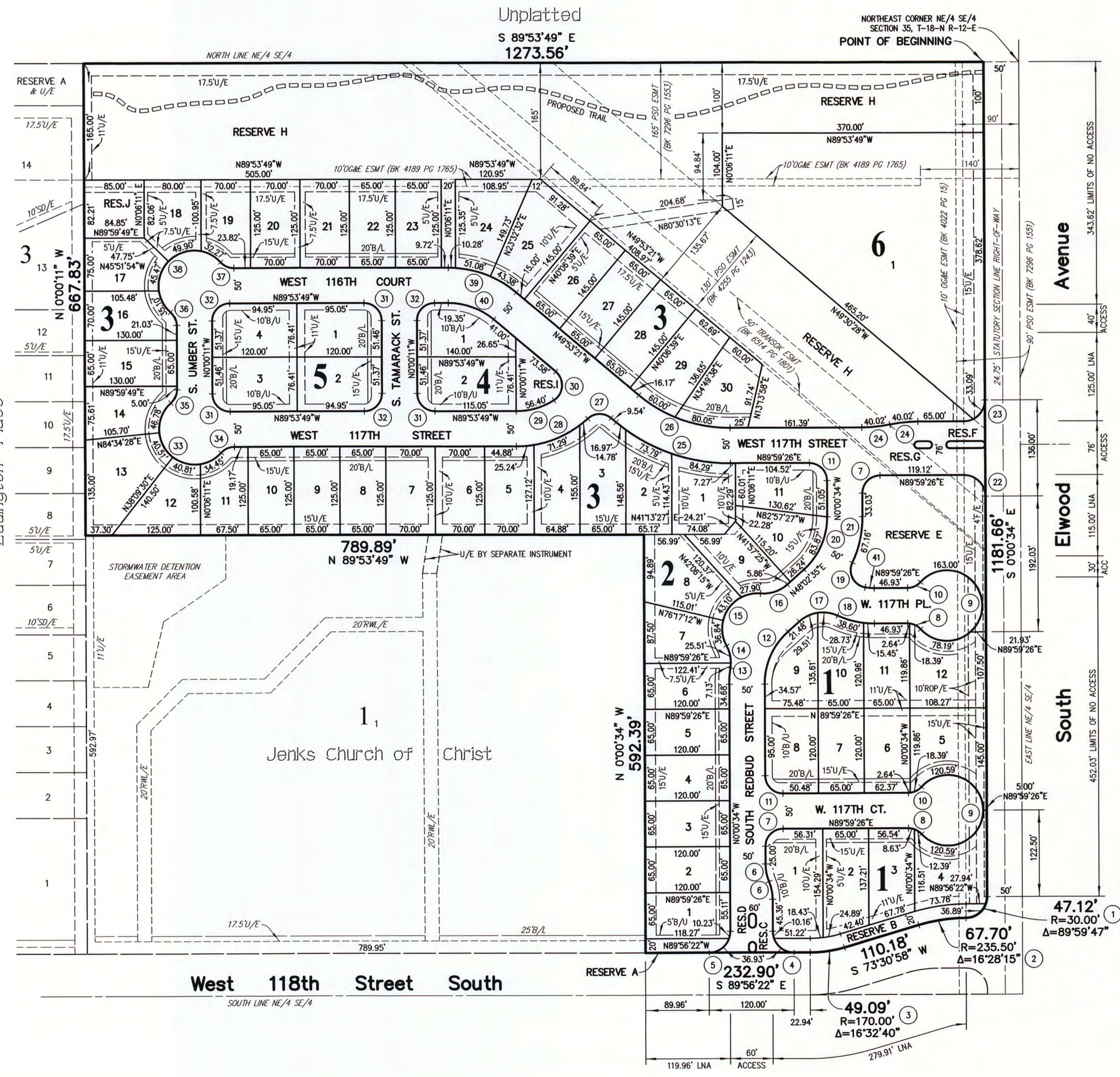
Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CB	CD
1	47.12'	30.00'	89°59'47"	N44°59'20"E	42.43'
2	67.70'	235.50'	16°28'15"	N81°45'06"E	67.47'
3	49.09'	170.00'	16°32'40"	N81°47'18"E	48.92'
4	47.02'	30.00'	89°48'14"	N44°58'28"W	42.40'
5	47.10'	30.00'	89°57'34"	N45°01'32"E	42.45'
6	25.66'	65.00'	22°37'12"	N11°19'10"W	25.50'
7	39.27'	25.00'	90°00'00"	N44°59'26"E	35.36'
8	21.03'	25.00'	48°11'23"	N65°54'53"W	20.41'
9	241.18'	50.00'	276°22'46"	N00°00'34"W	66.67'
10	21.03'	25.00'	48°11'23"	N65°53'45"E	20.41'
11	39.27'	25.00'	90°00'00"	N45°00'34"W	35.36'
12	83.87'	100.00'	48°03'09"	N24°01'01"E	81.43'
13	23.32'	150.00'	8°54'27"	N04°26'40"E	23.30'
14	32.64'	50.00'	37°24'13"	N09°48'13"W	32.06'
15	107.85'	50.00'	123°35'11"	N33°17'16"E	88.12'
16	41.05'	50.00'	47°02'16"	N71°33'43"E	39.91'
17	58.23'	50.00'	66°43'48"	N81°24'29"E	55.00'
18	54.07'	125.00'	24°46'57"	N77°37'05"W	53.65'
19	46.17'	25.00'	105°49'18"	N27°15'57"W	39.88'
20	83.87'	100.00'	48°03'09"	N24°01'01"E	81.43'
21	67.16'	150.00'	25°39'16"	N12°49'04"E	66.60'
22	47.12'	30.00'	90°00'00"	N45°00'34"W	42.43'
23	47.12'	30.00'	90°00'00"	N44°59'26"E	42.43'
24	40.02'	200.00'	11°27'59"	N84°15'27"E	39.96'
25	175.06'	250.00'	40°07'13"	N69°56'58"W	171.50'
26	140.05'	200.00'	40°07'13"	N69°56'58"W	137.20'
27	36.01'	25.00'	82°31'21"	N88°50'59"E	32.97'
28	111.30'	150.00'	42°30'53"	N68°50'45"E	108.77'
29	56.40'	100.00'	32°18'54"	N73°56'44"E	55.66'
30	46.98'	25.00'	107°40'38"	N03°56'58"E	40.37'
31	39.22'	25.00'	89°53'38"	N44°57'00"W	35.32'
32	39.32'	25.00'	90°06'22"	N45°03'00"E	35.39'
33	162.56'	50.00'	186°16'24"	N44°57'00"W	99.85'
34	21.03'	25.00'	48°11'23"	N66°00'30"E	20.41'
35	21.03'	25.00'	48°11'23"	N24°05'30"E	20.41'
36	21.03'	25.00'	48°11'23"	N24°05'52"W	20.41'
37	21.03'	25.00'	48°11'23"	N65°48'08"W	20.41'
38	162.74'	25.00'	186°29'07"	N45°03'00"E	99.84'
39	104.74'	150.00'	40°00'28"	N69°53'35"W	102.63'
40	69.83'	100.00'	40°00'28"	N69°53'35"W	68.42'
41	12.87'	75.00'	9°49'59"	N85°05'35"W	12.86'

Lot Area Table

LOT NUMBER	AREA (ACRES)	LOT NUMBER	AREA (ACRES)
BLOCK 1 LOT 01	0.268	BLOCK 3 LOT 13	0.281
BLOCK 1 LOT 02	0.219	BLOCK 3 LOT 14	0.187
BLOCK 1 LOT 03	0.190	BLOCK 3 LOT 15	0.194
BLOCK 1 LOT 04	0.227	BLOCK 3 LOT 16	0.195
BLOCK 1 LOT 05	0.267	BLOCK 3 LOT 17	0.182
BLOCK 1 LOT 06	0.179	BLOCK 3 LOT 18	0.187
BLOCK 1 LOT 07	0.179	BLOCK 3 LOT 19	0.188
BLOCK 1 LOT 08	0.205	BLOCK 3 LOT 20	0.201
BLOCK 1 LOT 09	0.187	BLOCK 3 LOT 21	0.201
BLOCK 1 LOT 10	0.193	BLOCK 3 LOT 22	0.187
BLOCK 1 LOT 11	0.179	BLOCK 3 LOT 23	0.187
BLOCK 1 LOT 12	0.258	BLOCK 3 LOT 24	0.241
BLOCK 2 LOT 01	0.179	BLOCK 3 LOT 25	0.271
BLOCK 2 LOT 02	0.179	BLOCK 3 LOT 26	0.216
BLOCK 2 LOT 03	0.179	BLOCK 3 LOT 27	0.216
BLOCK 2 LOT 04	0.179	BLOCK 3 LOT 28	0.216
BLOCK 2 LOT 05	0.179	BLOCK 3 LOT 29	0.227
BLOCK 2 LOT 06	0.180	BLOCK 3 LOT 30	0.212
BLOCK 2 LOT 07	0.194	BLOCK 4 LOT 01	0.205
BLOCK 2 LOT 08	0.255	BLOCK 4 LOT 02	0.243
BLOCK 2 LOT 09	0.172	BLOCK 5 LOT 01	0.207
BLOCK 2 LOT 10	0.187	BLOCK 5 LOT 02	0.207
BLOCK 2 LOT 11	0.199	BLOCK 5 LOT 03	0.207
BLOCK 3 LOT 01	0.213	BLOCK 5 LOT 04	0.207
BLOCK 3 LOT 02	0.194	BLOCK 6 LOT 01	2.219
BLOCK 3 LOT 03	0.244	RESERVE A	0.051
BLOCK 3 LOT 04	0.206	RESERVE B	0.134
BLOCK 3 LOT 05	0.201	RESERVE C	0.003
BLOCK 3 LOT 06	0.201	RESERVE D	0.004
BLOCK 3 LOT 07	0.201	RESERVE E	0.625
BLOCK 3 LOT 08	0.187	RESERVE F	0.012
BLOCK 3 LOT 09	0.187	RESERVE G	0.005
BLOCK 3 LOT 10	0.187	RESERVE H	6.303
BLOCK 3 LOT 11	0.180	RESERVE I	0.101
BLOCK 3 LOT 12	0.201	RESERVE J	0.162

- Notes**
- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
 - ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
 - THE BEARINGS SHOWN HEREON ARE BASED ON RECORDED "JENKS CHURCH OF CHRIST" (PLAT NO. 5710) PLAT BEARINGS HOLDING THE EASTERLY LINE OF THE SE/4 OF SECTION 35 AS ASSUMED NORTH 0°00'34" WEST.



FINAL PLAT
 CERTIFICATE OF APPROVAL
 I hereby certify that this plat was approved by the Jenks City Council on April 15, 2013
 MAYOR-VICE MAYOR
 This approval is void if the above signature is not endorsed by the City Manager.
 CITY MANAGER

STATE OF OKLAHOMA } SS
 COUNTY OF TULSA }
 I, Pat Key, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
 Dated the 7th day of August 2013
 Kathy Whiteleaf
 Deputy

CERTIFICATE
 I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 90.00 per trust receipt no. 12958 to be applied to 20 taxes. This certificate is NOT to be construed as payment of 20 taxes in full but is given in order that this plat may be filed on record. 20 taxes may exceed the amount of the security deposit.
 Dated 05 Aug 13
 Dennis Senter
 Tulsa County Treasurer
 By: Pat Key
 Deputy

Elwood Park

A RESUBDIVISION OF PART OF LOT ONE(1) BLOCK ONE(1) AND RESERVE B OF "JENKS CHURCH OF CHRIST" (PLAT NO. 5710) AN ADDITION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA

SECTION IV. PRIVATE COVENANTS (ALL LOTS IN BLOCKS 1-5)

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

DEVELOPMENT AND CONSTRUCTION STANDARDS:

1. ARCHITECTURAL COMMITTEE:

A. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE ADDITION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNER'S ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNER'S 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. EXCEPT FOR LOTS WITHIN BLOCK 6, 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 CHAT 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 THUNDERSTORM GRAY SHINGLES OR AS OTHERWISE DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

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

B. 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.

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.

DATE OF PREPARATION: JULY 18, 2013

SECTION V. HOMEOWNER'S ASSOCIATION ALL OF LOTS IN BLOCKS 1, 2, 3, 4, AND 5

A. FORMATION OF HOMEOWNER'S ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE ELWOOD PARK HOMEOWNER'S ASSOCIATION, INC., A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNER'S ASSOCIATION"). THE HOMEOWNER'S ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNER'S 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 HOMEOWNER'S ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

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

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNER'S ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRANCES, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNER'S ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

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

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

THE HOMEOWNER'S ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, THEIR RESPECTIVE 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.

THE CITY OF JENKS SHALL ALSO HAVE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ALL RESERVE AREAS FROM THE HOMEOWNER'S 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 ALL RESERVES OF "ELWOOD PARK"; 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 3(A) AND 3(B) ABOVE, TO PURCHASE ALL RESERVE AREAS OF "ELWOOD PARK" FROM THE ELWOOD PARK HOMEOWNER'S ASSOCIATION FOR THE SUM OF TEN DOLLARS (\$10.00). THE ELWOOD PARK HOMEOWNER'S ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

G. REQUIRED MOWING OF VACANT LOTS

THE HOMEOWNER'S 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 HOMEOWNER'S ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNER'S ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH PARAGRAPH COVENANT FOR ASSESSMENT.

H. INDEMNIFICATION OF CITY

THE HOMEOWNER'S 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.

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

A. ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVES AND SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, II, AND III WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION IV PRIVATE COVENANTS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNER'S ASSOCIATION AND LOT OWNER'S ASSOCIATION PROVIDED FOR IN SECTION V. THE COVENANTS CONTAINED IN SECTION IV AND V SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN ELWOOD PARK SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR EITHER OF THE OWNER'S ASSOCIATIONS TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY EITHER OF THE OWNER'S ASSOCIATIONS 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/DEVELOPER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

C. AMENDMENT:

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES AND SECTION II. RESERVES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA. THE COVENANTS WITHIN SECTION III PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED AT ANY TIME WITH 60 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN ELWOOD PARK AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION IV. PRIVATE COVENANTS FOR BLOCKS 1-5 MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN THEIR RESPECTIVE BLOCK(S) WITHOUT APPROVAL FROM THE CITY 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 22nd DAY OF July, 2013.

SPRING LAND, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
BY: WALLACE PROPERTIES, INC., ITS MANAGER

BY: Michael K. Wallace
MICHAEL K. WALLACE, PRESIDENT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 22nd DAY OF July, 2013, 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 

BY: Jamin R. Mills
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 22 DAY OF July, 2013.

TANNER CONSULTING, L.L.C.

BY: Dan E. Tanner
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 22nd DAY OF July, 2013, 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 

BY: Jamin R. Mills
NOTARY PUBLIC