TULSA COUNTY CLERK - JOAN HASTINGS RCPT 315143 10/20/98 11:32:05
DOC # 98119220 FEE 25.00 PGS 1 B/P 6122/1236-1236

5306

# CHURCHILL PARK
## BLOCKS 1 THRU 5

AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.
A SUBDIVISION OF PART OF THE N/2 SE/4, SECTION 36, TOWNSHIP 18 NORTH, RANGE 12 EAST, OF THE INDIAN BASE AND MERIDIAN IN THE CITY OF JENKS, COUNTY OF TULSA, STATE OF OKLAHOMA.
P.U.D. No. 10

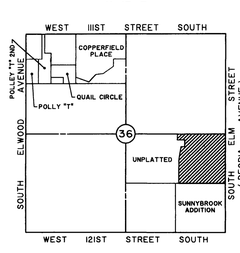
**FINAL PLAT**
**CERTIFICATE OF APPROVAL**

I hereby certify that this plat was approved by the Jenks City Council on 11-3-97

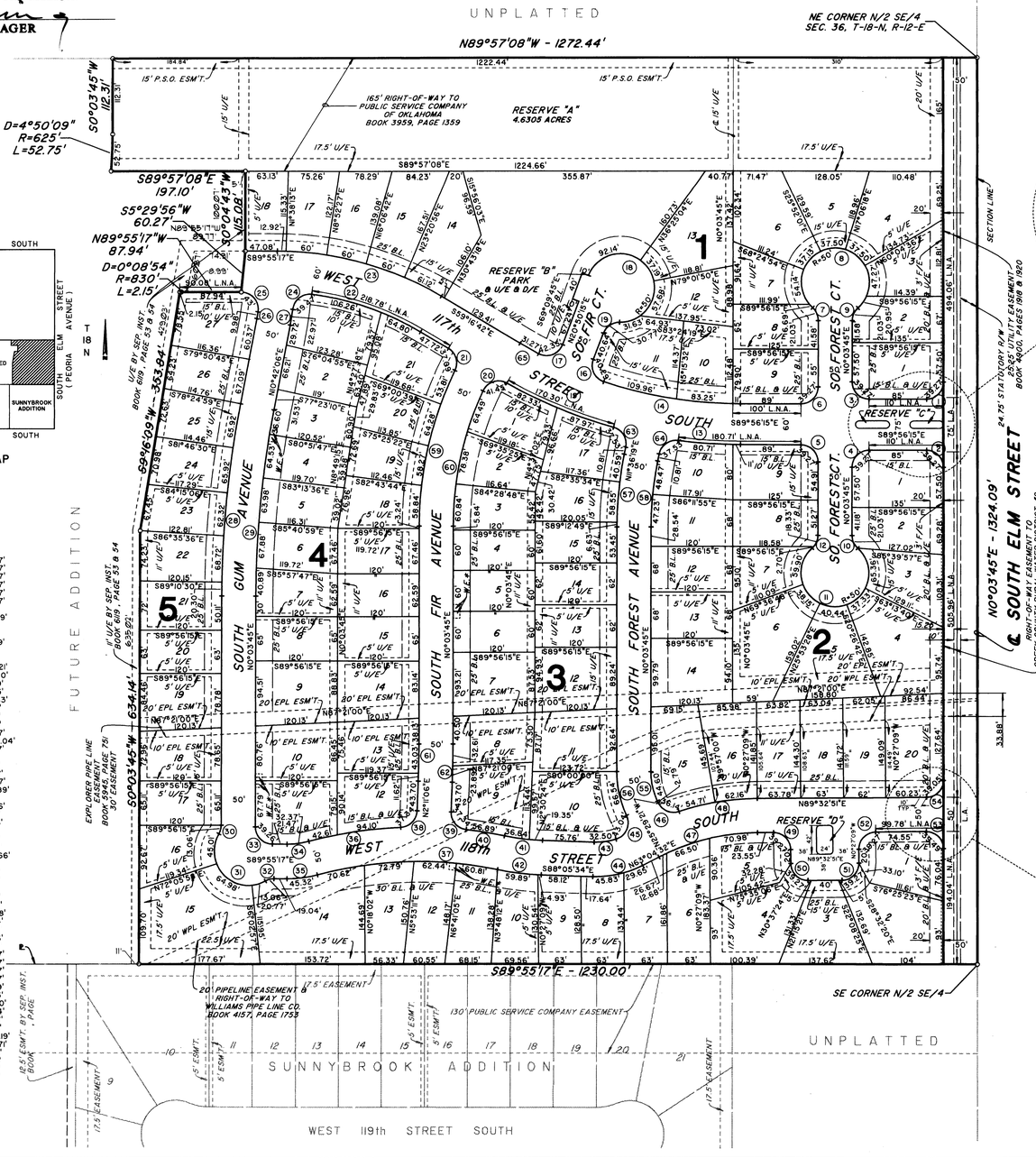
MAYOR - VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager.

CITY MANAGER




LOCATION MAP
SCALE: 1"=2000'

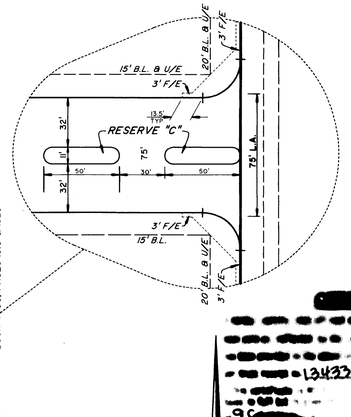


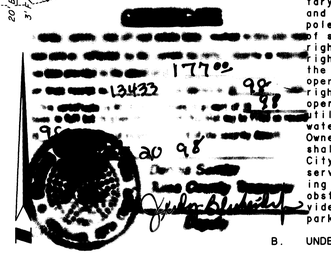

CURVE DATA

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|---|---|---|
| 1 | R=25' | D=90°00'00" L=39.27' |
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| 3 | R=25' | D=90°00'00" L=39.27' |
| 4 | R=25' | D=90°00'00" L=39.27' |
| 5 | R=25' | D=90°00'00" L=39.27' |
| 6 | R=25' | D=90°00'00" L=39.27' |
| 7 | R=25' | D=48°11'23" L=21.03' |
| 8 | R=50' | D=276°22'46" L=241.19' |
| 9 | R=25' | D=48°11'23" L=21.03' |
| 10 | R=25' | D=48°11'23" L=21.03' |
| 11 | R=50' | D=276°22'46" L=241.19' |
| 12 | R=25' | D=48°11'23" L=21.03' |
| 13 | R=695' | D=7°33'39" L=91.71' |
| 14 | R=635' | D=18°25'34" L=204.21' |
| 15 | R=695' | D=14°02'22" L=170.30' |
| 16 | R=25' | D=92°20'56" L=40.29' |
| 17 | R=25' | D=97°03'45" L=42.35' |
| 18 | R=50' | D=250°31'44" L=218.63' |
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| 20 | R=25' | D=96°59'34" L=41.45' |
| 21 | R=25' | D=85°00'31" L=37.09' |
| 22 | R=415' | D=23°37'04" L=171.07' |
| 23 | R=475' | D=30°38'35" L=254.04' |
| 24 | R=25' | D=90°27'07" L=39.47' |
| 25 | R=25' | D=98°32'34" L=43' |
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| 27 | R=325' | D=4°02'59" L=22.97' |
| 28 | R=1525' | D=0°38'21" L=283.17' |
| 29 | R=1475' | D=0°38'21" L=273.89' |
| 30 | R=25' | D=29°55'35" L=13.06' |
| 31 | R=50' | D=149°50'13" L=130.76' |
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| 33 | R=25' | D=89°59'02" L=39.26' |
| 34 | R=125' | D=14°50'15" L=32.37' |
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| 38 | R=25' | D=85°35'18" L=37.34' |
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| 40 | R=625' | D=5°12'56" L=56.89' |
| 41 | R=325' | D=9°54'18" L=56.18' |
| 42 | R=375' | D=9°54'18" L=64.83' |
| 43 | R=100' | D=18°37'23" L=32.50' |
| 44 | R=150' | D=28°49'54" L=75.48' |
| 45 | R=25' | D=98°38'22" L=43.04' |
| 46 | R=25' | D=82°49'09" L=36.14' |
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| 51 | R=25' | D=90°00'00" L=39.27' |
| 52 | R=25' | D=90°00'00" L=39.27' |
| 53 | R=25' | D=90°30'54" L=39.49' |
| 54 | R=25' | D=89°29'06" L=39.05' |
| 55 | R=100' | D=25°33'06" L=44.60' |
| 56 | R=150' | D=25°25'05" L=66.54' |
| 57 | R=525' | D=1°32'34" L=105.77' |
| 58 | R=475' | D=1°32'34" L=95.69' |
| 59 | R=525' | D=25°40'04" L=235.19' |
| 60 | R=475' | D=24°34'17" L=203.71' |
| 61 | R=1475' | D=2°07'21" L=54.64' |
| 62 | R=1525' | D=2°07'21" L=56.49' |
| 63 | R=25' | D=86°01'05" L=37.53' |
| 64 | R=25' | D=86°01'05" L=37.53' |
| 65 | R=635' | D=2°49'18" L=31.27' |

OWNER:
CHURCHILL PARK DEVELOPMENT L.L.C.
632 West Main
Jenks, Oklahoma 74037
Tel. (918) 299-0082

ENGINEER:
COX & ASSOCIATES, INC.
7935 East 57th Street South
Tulsa, Oklahoma 74145
Tel. (918) 664-3337
Certificate of Authorization
No. 561
Expiration Date: 6-30-99



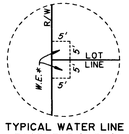



0 25 50 75 100 150 200 300
SCALE: 1" = 100'

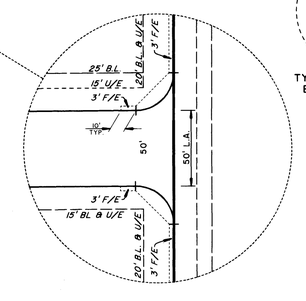
103 LOTS
36.7050 ACRES

LEGEND

B.L. - DENOTES BUILDING LINE
U/E - DENOTES UTILITY EASEMENT
D/E - DENOTES OVERLAND DRAINAGE EASEMENT
L.A. - DENOTES LIMITS OF ACCESS
L.N.A. - DENOTES LIMITS OF NO ACCESS
EPL - DENOTES EXPLORER PIPE LINE
WPL - DENOTES WILLIAMS PIPE LINE
F/E - DENOTES FENCE EASEMENT
W.E.* - DENOTES WATER LINE EASEMENT (N.T.S.)




TYPICAL WATER LINE EASEMENT (W.E.*)




CHURCHILL PARK
BLOCKS 1 THRU 5
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

CHURCHILL PARK DEVELOPMENT, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner and/or Developer", is the owner of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to-wit:

Beginning at the Northeast corner of said N/2 SE/4; thence N89°57'08"W along the North boundary of said N/2 SE/4 a distance of 1272.44 feet; thence S0°03'45"W a distance of 112.31 feet; thence southwesterly on a curve to the right, having a radius of 625.00 feet, a central angle of 4°50'09" for a distance of 52.75 feet; thence S89°57'08"E a distance of 197.10 feet; thence S0°04'43"W a distance of 115.08 feet; thence S5°29'56"W a distance of 60.27 feet; thence N89°55'17"W a distance of 87.94 feet; thence Northwesterly on a curve to the right, having a radius of 830.00 feet, a central angle of 0°08'54" for a distance of 2.15 feet; thence S9° 16'09"W a distance of 353.84 feet; thence S0°03'45"W a distance of 634.14 feet to a point in the South boundary of said N/2 SE/4; thence S89°55'17"E along the South boundary of said N/2 SE/4 a distance of 1230.00 feet to the Southeast corner of said N/2 SE/4; thence N0°03'45"E along the East boundary of said N/2 SE/4 a distance of 1324.09 feet to the point of beginning, containing 36.7050 Acres, more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "CHURCHILL PARK, BLOCKS 1 THRU 5", an Addition to the City of Jenks, Tulsa County, Oklahoma.

SECTION I

STREET, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS:

The Owner/Developer 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, operating, repairing, replacing and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power 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 and right-of-ways for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying 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. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Jenks, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping.

B. UNDERGROUND SERVICE:

1. Overhead lines for the supply of electric, telephone and cable television services may be located within Reserve "A" of the subdivision, if located within The Public Service Company easement as depicted on the accompanying plat. Street light poles or standards shall be served by underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the streets and easement ways dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement ways.

2. Underground service cable and gas lines to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer or gas main 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 line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or gas line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.

3. The supplier of gas, electric, telephone and cable television services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat or otherwise provided for in the Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground gas, electric, telephone or cable television facilities installed by the supplier of the utility service.

4. The owner of the 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 gas, electric, telephone or cable television facilities. The 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 gas, electric, telephone or cable television service and the owner of the lot agrees to be bound hereby.

C. WATER AND SEWER SERVICE

1. The owner of the lot shall be responsible for the protection of

the public water and sewer mains 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 or sewer main, or any construction activity which would interfere with the public water and sewer mains, shall be prohibited.

3. The City of Jenks, Oklahoma, or its successors shall be responsible for ordinary maintenance of public water and sewer 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 City of Jenks, Oklahoma, or its successors shall at all times have the right of access to all easement ways 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 or 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. RESERVE AREAS:

Reserve "A" shall be dedicated to the City of Jenks for the following uses: detention areas, roadways, water lines, sanitary sewer lines, walking/jogging paths and landscaping areas, all requiring prior approval of the City Engineer and provided all uses are subject to existing Public Service Company of Oklahoma Right-of-Way easement filed in Book 3959 at Page 1359. Reserve "A" shall be maintained by the City of Jenks. Owner/Developer and the Homeowner's Association reserves the right to install walking/jogging paths and landscaping, subject to the foregoing pre-existing rights of Public Service Company.

Reserve "B" shall be dedicated to the City of Jenks to be used as a park area. This area may be used for general utility easements and drainage easements, not in conflict with the foregoing and subject to the City Engineer's prior approval. Owner/Developer and the Homeowner's Association reserve the right to install park equipment in this reserve area. The City of Jenks will maintain this reserve area.

Reserve "C" and "D" shall be dedicated to the City of Jenks and will be used for landscaping and signage. The Homeowners Association shall be responsible for the maintenance of the landscaping of the same and pay for all costs and expenses associated therewith. In the event such areas are not properly maintained, the City of Jenks or its contractors may enter upon said property, perform the maintenance and bill the Homeowner's Association. 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 prorata upon the Residential Lot owner's water bill, which method of collection is agree to by all Residential Lot owners.

Each lot owner or resident and/or member of the Association agrees to hold the OWNER harmless from all claims and demands and agrees that OWNER shall not be liable to the lot owner/Association member or any guest, visitor or invites thereof for any damage to person or property caused by action, omission or negligence of lot owner or resident/Association member or any guest, visitor or invite thereof.

E. SURFACE DRAINAGE:

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. 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.

F. LIMITS OF NO ACCESS:

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property 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.

G. 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 necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the restricted water line, sewer line or 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.

## SECTION II

## PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, the Residential Development Area (as defined below) was submitted as a Planned Unit Development (designated as PUD No. 10) as provided within Section 900-970 of Chapter 9, Jenks Ordinances (Jenks Zoning Code), as the same existed on February 1, 1993, which PUD No. 10 was approved by the Jenks Planning Commission on September 25, 1997, and by the Council of the City of Jenks, Oklahoma, on October 6, 1997, and published on October 9, 1997; and

WHEREAS, the planned unit development provisions of the Jenks Zoning Code require the establishment of covenants of record, insuring to an 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, its 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:

The development of the Residential Development Area pursuant to PUD No. 10 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. RESIDENTIAL DEVELOPMENT AREA:

Lots 1 through 18, Block 1, and Lots 1 through 20, Block 2, and Lots 1 through 17, Block 3, and Lots 1 through 21, Block 4, and Lots 1 through 27, Block 5 (hereinafter referred to as the "Residential Lots") and Reserve "A", Reserve "B", Reserve "C" and Reserve "D" (together with the Residential Lots, collectively hereinafter referred to as the "Residential Development Area") shall be subject to the following restrictions and limitations:

1. 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 automobiles. The use of Reserve "A", "B", "C" and "D" shall be limited to the uses as per their dedication.

2. Fronting and Access Limitation:

Each dwelling shall front a dedicated public street.

The front of the house must face the most restrictive building line.

3. Yards and Setbacks:

a. Street Setback: No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.

Garages facing side streets having a 15' building line shall be set back 20' from the property line.

b. Rear Yard: The minimum rear yard shall not be less than 20 feet in depth.

c. Side Yard: The minimum side yard shall not be less than 5 feet on one side and 10 feet on the other. EXCEPT for the following lots:

Lots 2-8 inclusive, Lots 12-14 inclusive, Block 1
Lots 2-8 inclusive, Block 2
Lots 1-5 inclusive, Lot 16, Block 5

These Lots may have a minimum side yard of not less than 5 feet on both sides of the Lot.

d. Easement Setbacks: No permanent building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

4. Screening:

A six (6) feet high screening fence will be constructed by Owner/Developer and maintained by the Homeowner's Association along the East boundary of Lots 1 through 4 inclusive, Block 1 and Lots 1 through 4 inclusive and Lot 20, Block 2 and Lot 1 and 2, Block 5.

Trees, shrubs and ground cover will be planted by the Owner/Developer and maintained by the Homeowner's Association at the entrance to the Addition, (West 117th Street South and South Elm), in Reserve "C" and Reserve "D" areas.

5. Signage:

Monument signs identifying the residential development may be located at the entrances to the Addition. Signs may not exceed 48 square feet of display, surface area.

The construction or maintenance of advertising signs, or other advertising structures on any lot is prohibited, except that signs advertising the sale or rental of a property are permitted, provided they do not exceed four square feet in display surface area.

Temporary marketing signs by Developers or Builders will be allowed until all the lots have been built on.

## SECTION III

## ADDITIONAL RESTRICTIONS

WHEREAS, the Developer desires to establish additional restrictions for the purpose of providing for the orderly development of the Residential Development Area and to ensure adequate restrictions for the mutual benefit of the Developer, its successors and assigns.

THEREFORE, the Developer does hereby impose the following additional restrictions and covenants on the Residential Development Area, which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

A. BUILDING MATERIAL REQUIREMENTS:

1. Stem Walls:

All exposed foundation or stem walls shall be of brick, stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.

2. Roofing:

All residences shall have composition shingles for roof covering, such composition shingles must be of the best quality and weight of not less than 225 pounds per square. No other type composition roof material of any kind will be permitted except of the quality described above. Roof shingles shall be weathered wood in color or equivalent. All residences shall have a minimum roof pitch of 6/12.

3. Exterior Walls:

The first story exterior walls of the dwelling erected on any Residential Lots shall be of at least forty percent (40%) brick, stone or stucco, provided, however, that the area of all windows and doors located in said exterior wall and the area adjacent to patios and under porches shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. (Exclusive of fireplace chase).

4. Mail Boxes:

All mail boxes visible from the street shall be constructed of brick, stone or to match the primary residence. The mail box must include a concrete address plate.

B. NOXIOUS ACTIVITY:

No noxious or offensive trade or activity shall be carried on upon any Residential Lot, nor shall any trash, or other refuse be thrown, placed or dumped upon any vacant Residential Lot, nor shall anything be done which may be or become an annoyance to the neighborhood.

C. PETS:

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, provided they are not kept, bred or maintained for any commercial purposes. Animals classified as exotic animals by the City of Jenks shall not be allowed.

D. EXISTING BUILDING:

No existing or erected building of any sort may be moved onto or placed on any Residential Lot and used as a residence.

E. TEMPORARY STRUCTURES:

1. 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.

2. During the construction phase, model homes may be built. The garages of model homes may be used as Sales Offices. Also, one trailer or temporary building may be located on a Residential Lot by the Developer and used as a sales or construction office.

F. VEHICLE STORAGE AND PARKING:

1. No inoperative vehicle shall be stored on any Residential Lot except within an enclosed garage.

2. No motor home, boat, trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard for more than 48 hours.

3. Any vehicle, motor home, boat, trailer, travel trailer, or similar recreational vehicle located parked, or stored within a backyard must be screened with a 6' privacy boundary fencing enclosing back yard.

4. Each Residence must have an attached garage providing space for a minimum of two automobiles. The garage cannot be converted to living area.

5. All vehicles parked in front of front building line must be parked on concrete surfaces.

G. ANTENNAS AND SATELLITE DISHES:

1. No radio or television towers, aerial or antenna shall be located on any Residential Lot.

2. Satellite dishes cannot exceed 36 inches in diameter unless screened from view from any street.

3. No satellite dishes shall be permitted in front yards or side yards, nor shall any satellite be mounted on the front portion of any Residence.

H. OUTBUILDINGS:

1. No more than one (1) outbuilding is permitted on each lot.

2. The maximum size of any outbuilding shall be one hundred fifty (150) square feet.

3. The maximum height of any outbuilding shall be ten (10) feet measured to the peak of the roof.

4. The outbuilding must be located in rear yard area. It cannot be located in a side or front yard.

5. A 6 foot privacy fence must enclose the rear yard of any lot that has an outbuilding.

I. FENCING:

1. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line as shown on the Plat.

2. In no event shall any fence or wall exceed 6 feet in height.

3. Chain link cannot be used as boundary fencing unless wood posts and wood top rails are used.

J. MINIMUM SQUARE FOOTAGE:

All single family dwelling units shall have a minimum of 1500 square feet of finished heated living area excluding garage area. The minimum of 1500 square feet is to be measured over the masonry requirement.

## SECTION IV

## HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNER'S ASSOCIATION:

The Owner/Developer has formed or shall cause to be formed an association or associations of the owners of the Residential Lots within Churchill Park to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purpose of development and maintenance of the common areas, and enhancing the value, desirability and attractiveness of Churchill Park.

B. MEMBERSHIP:

Every person or entity who is a record owner of the fee interest of a Residential Lot shall be a member of the association, and shall be subject to assessment for maintenance and development of the common areas. Membership shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

## SECTION V

## ENFORCEMENT, DURATION, AMENDMENT 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 are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I 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 II Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Jenks Zoning Code, and shall inure to the benefit of the City of Jenks, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for the City of Jenks to maintain any action of 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.

B. DURATION:

These restrictions, to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. AMENDMENT OR TERMINATION:

The covenants contained within Section I Streets, Easements and Utilities 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 and the City of Jenks, Oklahoma or its successors. The covenants contained within Section II Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the Residential Lots and approved by the Jenks Planning Commission, or its successors and the City Council of the City of Jenks. The covenants contained with Section III, Additional Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the Residential Lots and the City Council of the City of Jenks. The provisions of any instrument amending or terminating covenants as above set forth 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 as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, Churchill Park Development, LLC, has executed this instrument this 17TH day of OCTOBER, 1998.

CHURCHILL PARK DEVELOPMENT, LLC,
an Oklahoma Limited Liability Company

By: Robert M. Sharp
ROBERT M. SHARP - Managing Member

STATE OF OKLAHOMA )
) ss
COUNTY TULSA )

This instrument was acknowledged before me on this 17TH day of OCTOBER, 1998, by Robert M. Sharp, as Managing Member of Churchill Park Development, LLC., an Oklahoma Limited liability company.

Beth A. Smithee
Notary Public

My Commission Expires:

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox & Associates, Inc., a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "CHURCHILL PARK, BLOCKS 1 THRU 5", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Jack C. Cox
JACK C. COX, Registered Land Surveyor

STATE OF OKLAHOMA )
) ss
COUNTY TULSA )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of October, 1998, personally appeared Jack C. Cox to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Diane L. Hickey
Notary Public

My Commission Expires:
January 7, 2002