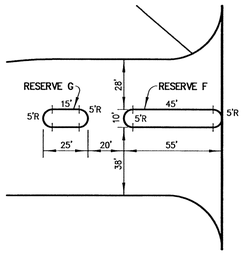
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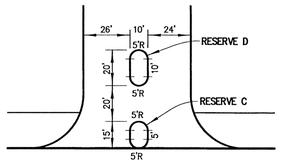
PUD 73

# 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




RESERVES F & G DETAIL




RESERVES C & D DETAIL




Location Map
Scale: 1"= 2000'
NORTH

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

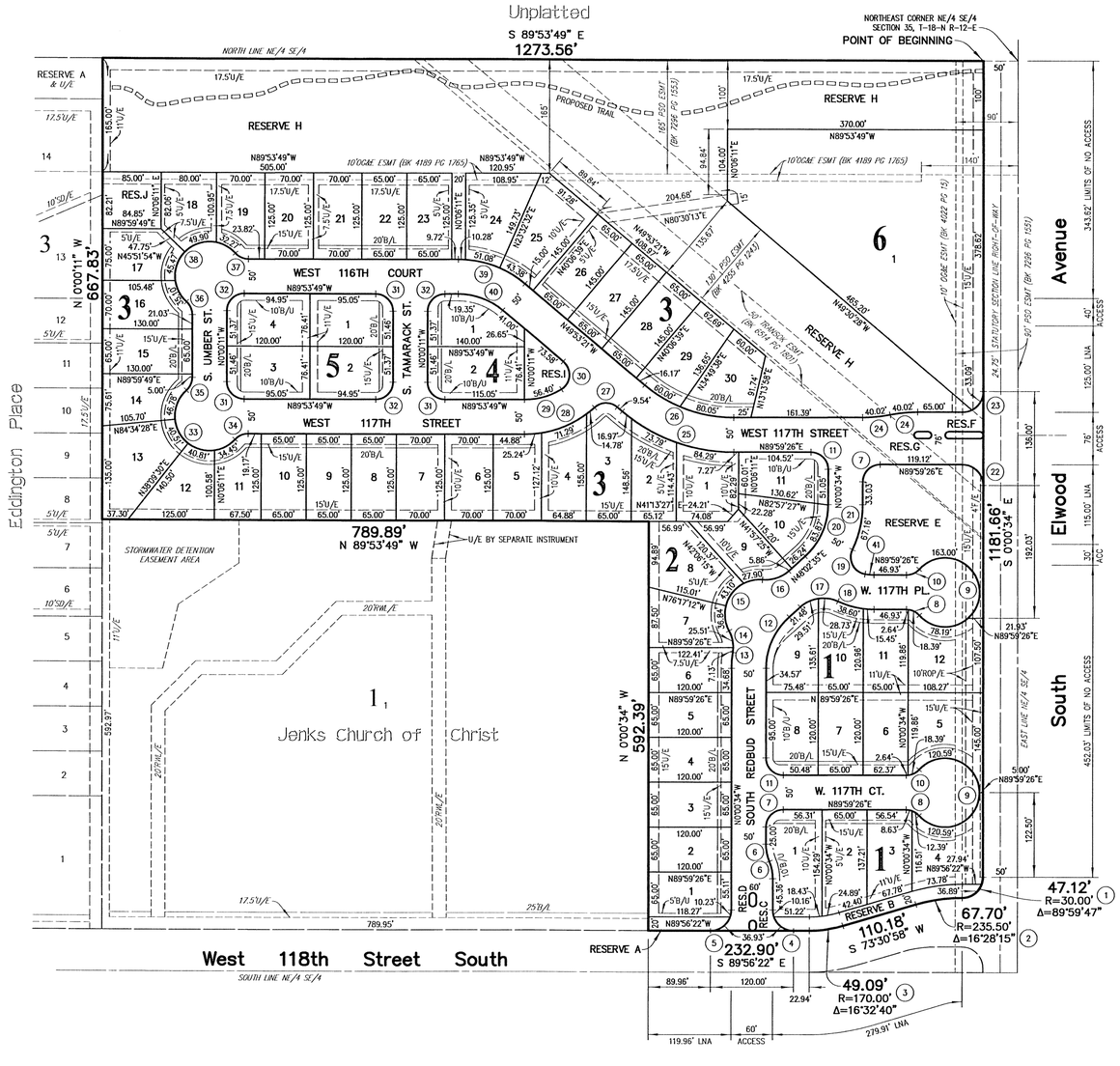
NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting

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(Δ) | 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

1. 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.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. 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.

DATE OF PREPARATION: JULY 18, 2013

# 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

## 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 $ 50.00 per trust receipt no. 12958 to be applied to 20 13 taxes. This certificate is NOT to be construed as payment of 20 13 taxes in full but is given in order that this plat may be filed on record. 20 13 taxes must exceed the amount of the security deposited.

Dated 05-Aug-13

Dennis Semler
Tulsa County Treasurer

By: _____ Deputy

STATE OF OKLAHOMA, TULSA COUNTY, SS

PUD 73

# *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

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK ONE (1) AND ALL OF RESERVE AREA B, "JENKS CHURCH OF CHRIST", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO.5710), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4) OF SECTION THIRTY-FIVE (35) TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF; THENCE NORTH 89°53'49" WEST ALONG THE NORTH LINE OF SAID NE/4 SE/4, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°00'34" EAST AND ALONG THE EAST LINE OF RESERVE AREA B AND SAID LOT 1 BLOCK 1, FOR A DISTANCE OF 1181.66 FEET TO A POINT OF CURVATURE; THENCE ALONG THE SOUTH LINE OF LOT 1 BLOCK 1 FOR THE NEXT FIVE (5) COURSES: ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°59'47", A CHORD BEARING AND DISTANCE OF SOUTH 44°59'20" WEST FOR 42.43 FEET, FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 235.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°28'15", A CHORD BEARING AND DISTANCE OF 81°45'06" WEST FOR 67.46 FEET, FOR AN ARC DISTANCE OF 67.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 73°30'58" WEST FOR A DISTANCE OF 110.18 FEET TO A POINT OF CURVATURE; THENCE ALONG A 170.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°32'40", A CHORD BEARING AND DISTANCE OF SOUTH 81°47'18" WEST FOR 48.92 FEET, FOR AN ARC DISTANCE OF 49.09 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°56'22" WEST FOR A DISTANCE OF 232.90 FEET TO A POINT; THENCE NORTH 0°00'34" WEST AND PARALLEL WITH THE EAST LINE OF LOT 1 BLOCK 1, FOR A DISTANCE OF 592.39 FEET TO A POINT; THENCE NORTH 89°53'49" WEST AND PARALLEL WITH THE NORTH LINE OF SAID RESERVE AREA B, FOR A DISTANCE OF 789.89 FEET TO A POINT ON THE WEST LINE OF LOT 1 BLOCK 1; THENCE NORTH 0°00'11" WEST ALONG THE WESTERLY LINE OF LOT 1 BLOCK 1 AND RESERVE AREA B, FOR A DISTANCE OF 667.83 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF RESERVE AREA B; THENCE SOUTH 89°53'49" EAST ALONG THE NORTH LINE OF RESERVE AREA B, FOR A DISTANCE OF 1273.56 FEET TO THE POINT OF BEGINNING;

SAID TRACT OF LAND CONTAINING 1,129,870 SQUARE FEET OR 25.938 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO SIXTY (60) LOTS AND TEN (10) RESERVES IN SIX (6) BLOCKS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "ELWOOD PARK", AN ADDITION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "ADDITION" OR "ELWOOD PARK").

### SECTION I. STREETS, EASEMENTS AND UTILITIES

**A. 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, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

**B. UNDERGROUND SERVICE**

1. UNDERGROUND SERVICE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF 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 OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.
3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 GAS FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

**E. SURFACE DRAINAGE**

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA. NO LOT OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA OR THE CITY OF JENKS.

**F. PAVING AND LANDSCAPING WITHIN EASEMENTS**

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF JENKS, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

**G. OTHER USES**

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

**H. LIMITS OF NO ACCESS**

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH ELWOOD AVENUE AND WEST 118TH STREET SOUTH WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA.

**I. PUBLIC STREETS**

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

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PUBLIC STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:
   a. SURFACING WIDTH SHALL BE NOT LESS THAN 26 FEET;
   b. BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE EXISTING STANDARDS OF THE CITY OF JENKS OKLAHOMA, FOR MINOR RESIDENTIAL STREETS; AND
   c. THE VERTICAL GRADE OF THE STREETS SHALL NOT EXCEED 10%.
2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE (EXCEPT FOR GATED ENTRY) OVER ANY PRIVATE STREET AS DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY A FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

### SECTION II. RESERVES

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

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER/DEVELOPER HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREAS "A". "B", "C", "D", "F", "G", "I" AND "J" AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION, AND FROM PROPERTIES OUTSIDE THE ADDITION. THE RESERVE AREA MAY ALSO BE UTILIZED FOR PARK AND OPEN SPACE USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY ENGINEER.

**B. RESERVE "E"**

1. RESERVE "E" SHALL BE DESIGNATED TO BE USED FOR LANDSCAPE, ENTRY FEATURES, UTILITY EASEMENT AND/OR OVERLAND DRAINAGE EASEMENT. IN NO EVENT SHALL ANY PEDESTRIAN ACTIVITY (OTHER THAN AUTHORIZED MAINTENANCE OF RESERVE "E") BE PERMITTED AROUND THE OIL WELL AND ANCILLARY FACILITIES WITHIN RESERVE E.
2. THE DRAINAGE EASEMENT AREAS AND FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY HOMEOWNER'S 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.
3. RESERVE "E" SHALL BE DEDICATED TO THE ELWOOD PARK HOMEOWNERS ASSOCIATION FOR THE FOLLOWING USES: DETENTION AREAS, WATER LINES, SANITARY SEWER LINES, DRAINAGE EASEMENTS, 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 6514 AT PAGE 1801. RESERVE "E" SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. OWNER/DEVELOPER AND THE HOMEOWNER'S ASSOCIATION RESERVE THE RIGHT AND SHALL INSTALL LANDSCAPING SUBJECT TO FOREGOING PREEXISTING RIGHTS OF PUBLIC SERVICE COMPANY.
4. AT THE TIME OF PLATTING, RESERVE "E" CONTAINS AN ACTIVE OIL WELL AND APPURTENANCES. THE OPERATOR OF SAID WELL WILL CONTINUE TO HAVE ACCESS FROM ELWOOD AVENUE TO FACILITATE THE OPERATION OF SAID WELL. THE OPERATOR WILL MEET ALL REQUIREMENTS OF APPLICABLE CODES.
5. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATIONS (WHETHER HOMEOWNER'S ASSOCIATION, LOT OWNER'S ASSOCIATION, OR BOTH) AGREES TO HOLD THE CITY OF JENKS AND OWNER/DEVELOPER HARMLESS FROM ALL CLAIMS AND DEMANDS RELATING TO THE USE OF RESERVE "E" AND AGREES THAT THE CITY OF JENKS AND OWNER/DEVELOPER SHALL NOT BE LIABLE TO THE LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATIONS OR ANY GUEST, VISITOR OR INVITE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITE THEREOF.

**C. RESERVE "H"**

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 H" AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE ACCESS, CONSTRUCTION AND MAINTENANCE OF STORM WATER DRAINAGE INTO DETENTION FACILITIES LOCATED ON ELWOOD PARK ALL AS NECESSARY TO MEET CITY OF JENKS DETENTION REQUIREMENTS APPLICABLE TO THE ADDITION, AND FOR THE FURTHER PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION. THE RESERVE AREA MAY ALSO BE UTILIZED FOR PARK AND OPEN SPACE USES AS APPROVED BY THE CITY ENGINEER.
2. 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 HOMEOWNER'S 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.
5. RESERVE "H" SHALL BE DEDICATED TO THE ELWOOD PARK HOMEOWNERS ASSOCIATION FOR THE FOLLOWING USES: DETENTION AREAS, PARKING AREAS, WATER LINES, SANITARY SEWER LINES, DRAINAGE EASEMENTS, WALKING/JOGGING TRAILS, 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 6514 AT PAGE 1801 AND BOOK 7296 AT PAGE 1553. RESERVE "H" SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. OWNER/DEVELOPER AND THE HOMEOWNER'S ASSOCIATION RESERVES THE RIGHT AND SHALL INSTALL WALKING/JOGGING TRAILS AND LANDSCAPING SUBJECT TO FOREGOING PREEXISTING RIGHTS OF PUBLIC SERVICE COMPANY.
6. WALKING TRAIL
   a. A 6' WIDE ASPHALT OR CONCRETE WALKING TRAIL SHALL BE CONSTRUCTED BY THE DEVELOPER.
   b. UPON COMPLETION OF THE WALKING TRAIL, THE IMPROVEMENTS SHALL BE LOCATED WITHIN A 6' PERMANENT AND EFFECTIVE AND NON-EXCLUSIVE TRAIL EASEMENT TO THE PUBLIC FOR PEDESTRIAN USE ONLY AND AT THE USERS OWN RISK.
   c. THE ELWOOD PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE WALKING TRAIL.
   d. AT A FUTURE DATE, THE CITY OF JENKS MAY ELECT TO EXPAND THE TRAIL SYSTEM IN WIDTH AND ADD AMENITIES. THE TOTAL WIDTH SHALL NOT EXCEED 15'. AT THE TIME OF EXPANSION, THE TRAIL EASEMENT SHALL ALSO BE EXPANDED TO 15' IN WIDTH. TRAIL EXPANSION AND IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LIGHTING SHALL BE AT THE EXPENSE OF THE CITY OF JENKS. MAINTENANCE OF THE EXPANDED TRAIL SYSTEM AND ALL APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CITY OF JENKS.
   e. NO OBNOXIOUS OR OFFENSIVE BEHAVIOR OR ACTIVITY SHALL BE PERMITTED ON THE TRAIL, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
   f. THE ELWOOD PARK HOMEOWNERS' ASSOCIATION RETAINS THE RIGHT OF ENFORCEMENT OF SAID RESTRICTIONS AND AUTHORIZES THE CIT OF JENKS TO ASSIST IN ENFORCEMENT.
7. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATIONS (WHETHER HOMEOWNER'S ASSOCIATION, LOT OWNER'S ASSOCIATION, OR BOTH) AGREES TO HOLD THE CITY OF JENKS AND OWNER/DEVELOPER HARMLESS FROM ALL CLAIMS AND DEMANDS AND AGREES THAT THE CITY OF JENKS AND OWNER/DEVELOPER SHALL NOT BE LIABLE TO THE LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATIONS OR ANY GUEST, VISITOR OR INVITE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITE THEREOF.

D. RESERVE "J"

AT THE TIME OF PLATTING, RESERVE "J" CONTAINS AN ACTIVE HIGH PRESSURE INJECTION WELL AND FLOW LINE THAT CONTINUES NORTH THROUGH RESERVE "H". THE WELL OPERATOR SHALL BE PROVIDED CONTINUED ACCESS THROUGH RESERVE "H" TO RESERVE "J". THE ELWOOD PARK HOMEOWNERS ASSOCIATION SHALL MAINTAIN THE GROUND OF RESERVE "J" AND EXTERIOR FENCING.

**E. ALL RESERVES ("A", "B", "C", "D", "E", "F", "G", "H", "I" AND "J")**

1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. SEE SECTION V FOR ADDITIONAL DETAILS AND REQUIREMENTS.
2. IN THE EVENT THE HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AND FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNER'S ASSOCIATION.
3. IN THE EVENT THE HOMEOWNER'S ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE ADDITION. SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL THE RESIDENTIAL LOTS (AS HEREINAFTER DEFINED), WHICH MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

### SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, ELWOOD PARK WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO.73) 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.73 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON MARCH 28, 2013, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON APRIL 15, 2013.

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 ELWOOD PARK SUBDIVISION PURSUANT TO PUD NO.73 SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF JENKS ZONING CODE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 1, 1993 OR AS MAY BE SUBSEQUENTLY AMENDED.

B. USE: THOSE USES PERMITTED AS A MATTER OF RIGHT IN RS-2, ZONING DISTRICT IN THE CITY OF JENKS ZONING CODE, INCLUDING LANDSCAPED FEATURES AND SECURED ENTRANCES AND RECREATIONAL FACILITIES AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES. NO DETACHED ACCESSORY STRUCTURES SHALL BE ALLOWED.

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

PUD 73

# 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.

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 2,000 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 2,500 SF FOR TWO STORY WITH 1,400 SF DOWNSTAIRS.

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 HOMEOWNER'S 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 ELWOOD PARK, 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.

28. WITHIN THE FENCE EASEMENT ALONG SOUTH ELWOOD AVENUE, THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF FENCING.

## 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 THERETO, 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 ENTRYWAYS, 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 C 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 BREECH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

**B. DURATION:**

THE COVENANTS CONTAINED IN SECTION III & IV HEREOF SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, 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.

JENNIFER R. MILLER NOTARY PUBLIC #12002295 EXP 03/08/2015 STATE OF OKLAHOMA

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 22 DAY OF July, 2013.

REGISTERED PROFESSIONAL LAND SURVEYOR DAN EDWIN TANNER 1435 OKLAHOMA

TANNER CONSULTING, L.L.C.

BY: DAN E. TANNER, PLS NO. 1435

STATE OF OKLAHOMA )
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 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.

JENNIFER R. MILLER NOTARY PUBLIC #12002295 EXP 03/08/2015 STATE OF OKLAHOMA

MY COMMISSION EXPIRES

NOTARY PUBLIC

DATE OF PREPARATION: JULY 18, 2013