TULSA COUNTY CLERK - JOAN HASTINGS RCPT 337140 02/16/99 16:38:58
DOC # 99017623 FEE 25.00 PGS 1 B/P 6173/2631-2631

JUNIPER RIDGE

5133

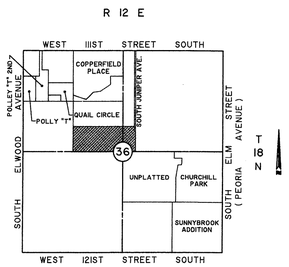
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.
A SUBDIVISION OF THE S/2 SE/4 NW/4 AND PART OF THE
W/2 SW/4 SW/4 NE/4 OF SECTION 36, TOWNSHIP 18 NORTH,
RANGE 12 EAST, TULSA COUNTY, STATE OF OKLAHOMA.

OWNER:
WALLACE PROPERTIES, INC.
114 South 3rd Street
Jenks, Oklahoma 74037
Tel. (918) 298-6100

LEGEND

B.L. - DENOTES BUILDING LINE
U/E - DENOTES UTILITY EASEMENT
D/E - DENOTES OVERLAND DRAINAGE EASEMENT
O.N.G. - DENOTES OKLAHOMA NATURAL GAS COMPANY

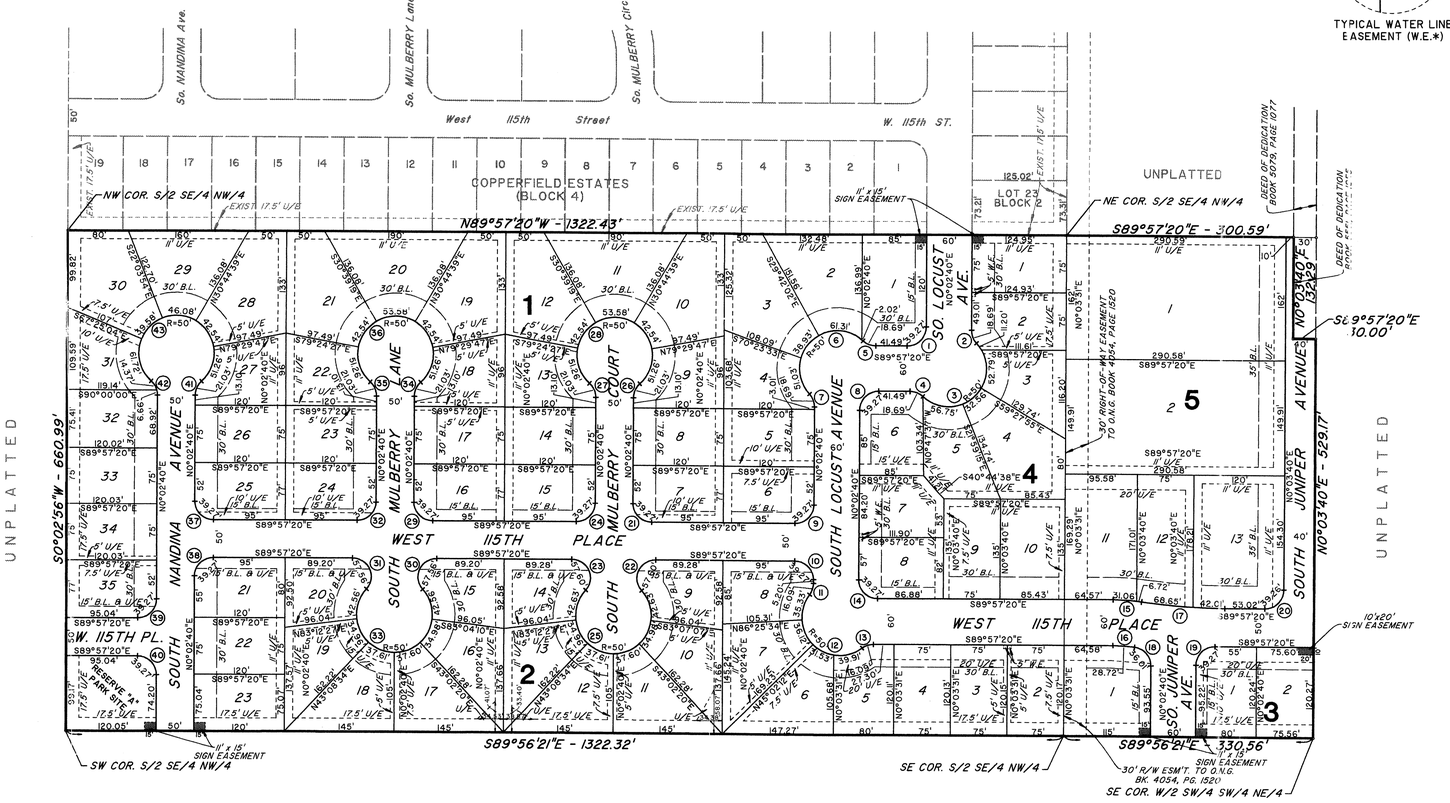
ENGINEERS:
COX & ASSOCIATES, INC.
7935 East 57th Street South
Tulsa, Oklahoma 74145
Tel. (918) 664-3337
Certificate of Authorization No. 561
Expiration: 6-30-99

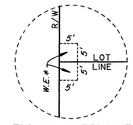


LOCATION MAP
SCALE: 1"=2000'

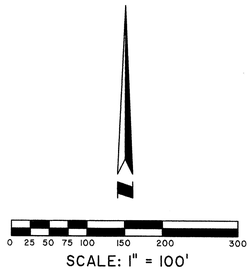
CURVE DATA

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21	R=25'	D=90°00'00" L=39.27'
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23	R=25'	D=132°00'50" L=57.60'
24	R=25'	D=90°00'00" L=39.27'
25	R=50'	D=264°01'40" L=230.41'
26	R=25'	D=48°11'23" L=21.03'
27	R=25'	D=48°11'23" L=21.03'
28	R=50'	D=276°22'46" L=241.19'
29	R=25'	D=90°00'00" L=39.27'
30	R=25'	D=131°55'42" L=57.56'
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34	R=25'	D=48°11'23" L=21.03'
35	R=25'	D=48°11'23" L=21.03'
36	R=50'	D=276°22'46" L=241.19'
37	R=25'	D=90°00'00" L=39.27'
38	R=25'	D=90°00'00" L=39.27'
39	R=25'	D=90°00'00" L=39.27'
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41	R=25'	D=48°11'23" L=21.03'
42	R=25'	D=48°11'23" L=21.03'
43	R=50'	D=276°22'46" L=241.19'





TYPICAL WATER LINE EASEMENT (W.E.*)



SCALE: 1" = 100'

75 LOTS
25.0002 ACRES

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council on July 20, 1998

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 $ 378.00 per trust receipt no. 13721 to be applied to 19 99 taxes.

This certificate is NOT to be construed as payment of 19 98 taxes in full but is given in order that this plat may be filled of record.

19 99 taxes could exceed the amount of the security deposit.

Dated 2/16, 19 99

Dennis Semler
Tulsa County Treasurer
by Sue Ann Ryan
Deputy

DENNIS SEMLER TREASURER TULSA COUNTY, OKLA.

98428PL

JUNIPER RIDGE
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WALLACE PROPERTIES, INC., an Oklahoma Corporation, 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:

All of the S/2 SE/4 NW/4 and the W/2 SW/4 SW/4 NE/4, LESS AND EXCEPT the North 132.29 feet of the East 30.0 feet thereof in Section 36, Township 18 North, Range 12 East, Tulsa County, State of Oklahoma, containing 25.0002 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 "JUNIPER RIDGE", an Addition to the City of Jenks, Tulsa County, Oklahoma.

SECTION I

STREETS, 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 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 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 along the East, West and South perimeter boundary of the subdivision, if located within a utility 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 cables 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 this 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 in excess of 3 feet 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 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 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 Area:

Reserve "A" (Park Site) shall be operated and maintained by the Owner/Developer until such time as the same are conveyed to the City of Jenks, Oklahoma. From and after the date of such conveyance, the City of Jenks, Oklahoma, shall be responsible for the maintenance of the same and pay for all costs and expenses associated therewith.

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. 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

PROTECTIVE COVENANTS AND RESTRICTIONS

These covenants are to turn with the land and shall be binding on all parties and all persons claiming under them until July 1, 2028, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, after July 1, 2028, the then Owners of a majority of all the lots in said Addition may change or vacate these covenants, either in whole or in part, which change or vacation shall be evidenced by an instrument in writing signed by the then Owners of a majority of all lots in said Addition and duly filed of record in the office of the County Clerk of Tulsa County, Oklahoma, not withstanding the above. These covenants may be amended by a vote of the Owners of 85% of the lots in said Addition.

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein. It shall be lawful for any other person, persons or entity owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or secure damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All Lots in the Subdivision shall be single family residential lots.

B. No structure which exceeds two (2) stories in height shall be placed, erected, altered or permitted to remain on any building lot, except by the specific permission of the Design Committee.

C. All single family residences must have a private garage for not less than two (2) cars attached to the residence.

D. No dwelling shall have a roof pitch of less than 8" in 12", except by specific approval of the Design Committee. Other flat roof area not to exceed 20% of the total roof area may be allowed with the specific approval of the Design Committee.

E. No building or parts thereof, except porches and terraces, without covers, shall be constructed and maintained on any lot nearer to the front or side street lot lines than the building lines established on the recorded plat of said Addition, or nearer than Five (5) feet to any side lot line and having a total side yard of not less than Fifteen (15) feet. Minimum distance between buildings is to be Fifteen (15) feet. All garages, tool sheds, hobby rooms, etc., shall be made a part of the dwelling

F. Architectural Committee - Plan Review:

1. No building, fence or wall shall be erected, placed or altered on any Residential Lot in this subdivision until the building plans and specifications and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of The Developer and at least two active builders, or their duly authorized representative, representatives or successors. In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications and plot plans submitted to it as herein required within thirty (30) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof

with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

3. The powers and duties of the Committee or its designated representative shall cease on the 1st day of January, 2008, or when ninety percent (90%) of the lots have been closed, whichever occurs first.

G. Building Material Requirements:

1. Stem Walls

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

2. Roofing

The roof of the dwelling erected on any Residential Lot shall be Heritage II, Timberline or equal. All roof colors will match, and shall be determined by the Architectural Review Committee. Any exceptions shall require written approval of the Juniper Ridge Architectural Committee.

3. Exterior Walls

The first story exterior walls of the dwelling erected on any Residential Lots shall be of at least fifty percent (50%) brick, stone or stucco, provided, however, that the area of all windows and doors located in said exterior walls 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 constructions 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. Windows

All dwellings with windows other than wood will be either anodized or electrostatically painted. Metal window frames will be in color harmony with the exterior color and texture of the residence. No unpainted aluminum will be permitted for window framing. Wood frames will be painted, sealed or stained.

5. Siding

No steel, aluminum or plastic siding shall be permitted on any building on any Residential Lot. No wood siding over 8 inch wide will be permitted.

6. Mail Boxes

All mail boxes visible from the street shall be uniform of a style and material that shall be selected by the Architectural Review Committee.

7. Waiver

The Architectural Committee may waive, in a particular instance, the building material requirements set out in this Subsection; PROVIDED, such waiver to be effective must be in writing, dated and signed by a majority of the Architectural Committee.

H. 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 or nuisance to the neighborhood.

I. Existing Building:

No existing or erected building of any sort may be moved onto or placed on any Residential Lot.

J. Temporary Structures and Outbuildings:

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. Except for buildings existing at the time of filing of this plat, any building which is detached from the principal dwelling structure shall be approved by the Architectural Review Committee prior to placement.

K. Vehicle Storage and Parking:

No inoperative vehicle shall be stored on any Residential Lot except within an enclosed garage. No motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard.

L. Antennas:

No radio or television tower, aerial or antenna shall be located on any Residential Lot. Satellite dishes shall be screened from view from the street within Juniper Ridge.

M. Minimum Square Footage:

All single family dwelling units shall have a minimum of 1,800 square feet of finished heated living area.

N. Fences:

1. No fencing shall extend beyond the front building line of any residence.

2. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner.

3. Fences other than wood, brick or natural stone must be approved by the Architectural Committee. Non-coated chain link, barbed wire mesh or other metal fencing shall not be permitted.

O. Roof Pitch:

Roof pitch under 6" in 12" is not permitted without specific approval of the Architectural Committee.

P. Sidewalks:

Sidewalks shall be installed by the builder of each lot parallel to and along each side of the dedicated streets within "Juniper Ridge" and they shall be 4" thick and 4' wide Portland Cement Concrete, beginning 6.5' back of the Face of Curb. Each Lots sidewalk shall be made to align with sidewalks on the adjacent lots, if in place at the time of construction.

Q. Trees:

Each lot owner shall have at least one (1) tree of one inch (1") caliper or larger within the front yard area. No tree shall be closer than eight (8) feet to a public sidewalk.

SECTION III

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.

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 that 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, or its successors, and the City of Jenks, Oklahoma. The covenants contained within Section II, Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 85% of the Residential Lots. 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, Wallace Properties, Inc., has executed this instrument this 5th day of January, 1999.

ATTEST: (S E A L)

WALLACE PROPERTIES, INC.,
an Oklahoma Corporation

By: Mike Wallace
Mike 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 20th day of January, 1999, personally appeared MIKE WALLACE, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Donna Wallace
Notary Public

My Commission Expires: 2-8-99

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox and 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 "JUNIPER RIDGE", 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, Professional Land Surveyor

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of January, 1999, personally appeared Jack C. Cox to me known to be the identical person who subscribed his name as 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.

Dianna W. Henry
Notary Public

My Commission Expires: January 7, 2002