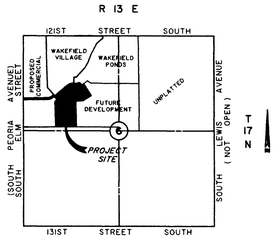
Tulsa County Clerk - EARLENE WILSON
Doc# 01036452 Pgs 1 B/P 6503/2613-2613
Receipt # 505039 04/10/01 15:27:27
Fee 25.00

WAKEFIELD CROSSING

AN ADDITION TO THE CITY OF JENKS, BEING A SUBDIVISION OF PART OF THE NW/4 OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

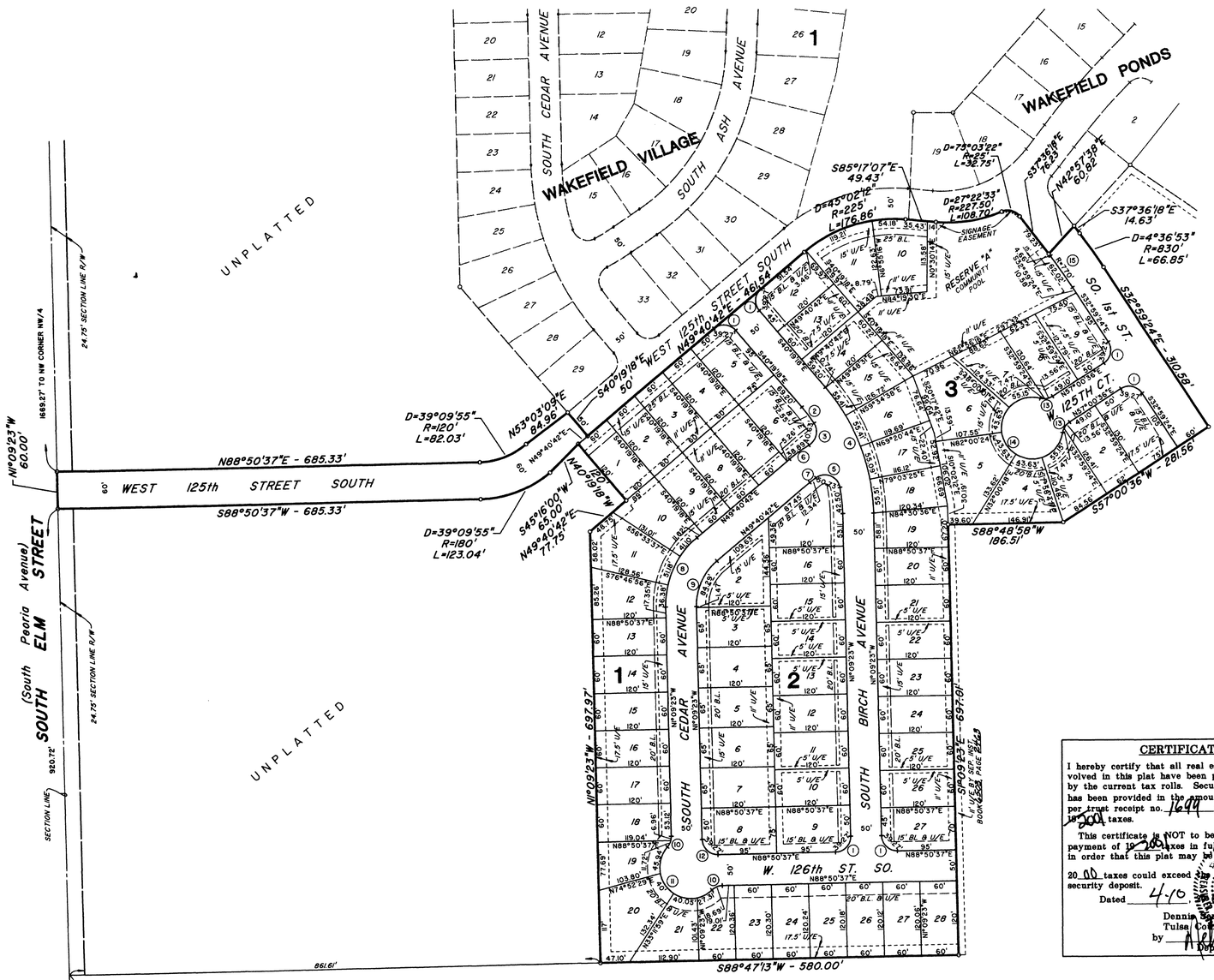
PART OF PLANNED UNIT DEVELOPMENT No. 15

5517



LOCATION MAP
SCALE: 1"=2000'

71 LOTS
18.8569 ACRES



LEGEND

B.L. - DENOTES BUILDING LINE
U/E - DENOTES UTILITY EASEMENT
L.A. - DENOTES LIMITS OF ACCESS
L.N.A. - DENOTES LIMITS OF NO ACCESS
O.D.E. - DENOTES OVERLAND DRAINAGE EASEMENT

BEARINGS ARE EITHER N88°50'37"E OR N1°09'23"W UNLESS OTHERWISE NOTED

CURVE DATA

1	R=25' D=90°00'00" L=39.27'
2	R=275' D=6°46'53" L=32.55'
3	R=25' D=93°07'15" L=40.63'
4	R=325' D=39°09'55" L=222.16'
5	R=25' D=116°16'11" L=50.73'
6	R=225' D=9°54'08" L=38.89'
7	R=175' D=4°02'24" L=12.34'
8	R=145' D=50°50'05" L=128.65'
9	R=95' D=50°50'05" L=84.29'
10	R=25' D=42°50'00" L=18.69'
11	R=50' D=175°40'01" L=153.30'
12	R=25' D=90°00'00" L=39.27'
13	R=25' D=48°11'23" L=21.03'
14	R=50' D=276°22'46" L=241.19'
15	R=770' D=4°36'53" L=62.02'

OWNER:

WAKEFIELD DEVELOPMENT CO. L.L.C.
5215 East 71st Street South
Suite 1400
Tulsa, Oklahoma 74136
Tel. (918) 494-4004

ENGINEER:

COX & ASSOCIATES, INC.
7935 East 57th Street South
Tulsa, Oklahoma 74145
Tel. (918) 664-3337
Certificate of Authorization No. 561
Expiration: 6-30-01

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 $ 5,100 per trust receipt no. 1644 to be applied to 19 2001 taxes.

This certificate is NOT to be construed as payment of 19 2000 taxes in full but is given in order that this plat may be filed of record.

20 00 taxes could exceed the amount of the security deposit.

Dated 4-10-01

Dennis Semler
Tulsa County Treasurer
by _____ Deputy

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council on March 19, 2001

MAYOR - VICE MAYOR

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

CITY MANAGER

99116

WAKEFIELD CROSSING

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WAKEFIELD DEVELOPMENT COMPANY, L.L.C., 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:

A part of the NW/4 of Section 6, Township 17 North, Range 13 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at a point in the West boundary of said NW/4 a distance of 1669.27 feet S1°09'23"E from the Northwest corner of said NW/4; thence N88°50'37"E a distance of 685.33 feet; thence Northeasterly on a curve to the left, having a radius of 120.00 feet, a central angle of 39°09'55" for a distance of 82.03 feet; thence N63°03'09"E a distance of 84.96 feet; thence S40°19'18"E a distance of 50.00 feet; thence N49°40'42"E a distance of 461.54 feet; thence Northeasterly on a curve to the right, having a radius of 225.00 feet, a central angle of 45°02'12" for a distance of 176.86 feet; thence S85°17'07"E a distance of 49.43 feet; thence Southeasterly on a curve to the left having a radius of 227.50 feet, a central angle of 27°22'33" for a distance of 108.70 feet; thence Southeasterly on a curve to the right having a radius of 25.00 feet, a central angle of 75°03'22" for a distance of 32.75 feet; thence S37°36'18"E a distance of 76.23 feet; thence N42°57'38"E a distance of 60.82 feet; thence S37°36'18"E a distance of 14.63 feet; thence Southeasterly on a curve to the right, having a radius of 830.00 feet, a central angle of 4°36'55" for a distance of 66.85 feet; thence S32°59'24"E a distance of 310.58 feet; thence S57°00'36"W a distance of 281.56 feet; thence S88°48'58"W a distance of 186.51 feet; thence S1°09'23"E a distance of 697.01 feet; thence S88°47'13"W a distance of 580.00 feet; thence N1°09'23"W a distance of 697.97 feet; thence N49°40'42"E a distance of 77.75 feet; thence N40°19'18"W a distance of 120.00 feet; thence S45°16'00"W a distance of 65.00 feet; thence Southwesterly on a curve to the right, having a radius of 180.00 feet, a central angle of 39°09'55" for a distance of 123.04 feet; thence S88°50'37"W a distance of 685.33 feet to a point in the West boundary of said NW/4; thence N1°09'23"W along the West boundary of said NW/4 a distance of 60.00 feet to the point of beginning, containing 18.8569 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 "WAKEFIELD CROSSING", an Addition to the City of Jenks, Tulsa County, Oklahoma.

SECTION I

STREETS, EASEMENTS AND UTILITIES

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.

Underground Service:

Overhead lines for the supply of electric, telephone and cable television services may be located along the North property line of the subdivision. 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.

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.

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.

The owner of the Residential 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.

The foregoing covenants set forth in this Paragraph 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.

Water and Sewer Service:

The owner of the Residential Lot shall be responsible for the protection of the public water and sewer mains located on his lot.

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.

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.

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.

The foregoing covenants set forth in this Paragraph shall be enforceable by the City of Jenks, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

Reserve Area:

Reserve A shall be maintained by the Owner/Developer until such time as the Pool Homeowners Association is formed in accordance with Section IV, below. From and after said date, the Pool Homeowners Association shall be responsible for the operation and maintenance of Reserve A and all costs and expenses associated therewith, including the construction of various improvements and recreational facilities, such as a swimming pool or spa, thereon.

The Pool Homeowners Association, and its members shall indemnify and hold harmless the City of Jenks, and its agents and representatives from any claim, liabilities or damages arising in connection with the ownership and use of the facilities and improvements constructed or situated on Reserve A.

The City of Jenks shall also have right, but not the obligation, to purchase Reserve A from the Pool Homeowners Association in the event: (a) a County Treasurer s Certificate of Tax Sale by Assignment Certificate (the Tax Certificate) is issued by the County Treasurer of Tulsa County, Oklahoma, as the result of unpaid real property taxes covering Reserve A of Wakefield Crossing; 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 Reserve A of Wakefield Crossing from the Wakefield Pool Homeowners Association for the sum of Ten Dollars ($10.00). The Wakefield Pool Homeowners Association shall deliver a conveyance to the City upon receipt of said purchase price.

Overland Drainage Easements:

For the common use and benefit of the owners of Residential Lots within the subdivision and for the benefit of the City of Jenks, Oklahoma, the Owner/Developer hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plat as "O.D.E." or "Overland Drainage Easement" for the purposes of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the subdivision and from properties outside the subdivision.

Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Jenks, Oklahoma, and plans and specifications approved by the Department of Public Works of the City of Jenks, Oklahoma.

No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement areas nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Department of Public Works of the City of Jenks, Oklahoma; provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 1/2) inches shall not require the approval of the Department of Public Works of the City of Jenks, Oklahoma, and provided further, that fencing, walls and planting shall be permitted, with the approval of the Department of Public Works of the City of Jenks, Oklahoma, across those portions of the overland drainage easements in which enclosed stormwater conduits have been constructed. The use of areas designated on the accompanying plat as "O.D.E." or "Overland Drainage Easement" for other utility easements granted in this Section I shall not be deemed an impermissible obstruction for purposes hereof.

The overland drainage easement areas and facilities located thereon shall be maintained by the owner of the realty upon which the overland drainage easement is located at his cost in accordance with standards prescribed by the City of Jenks, Oklahoma. In the event the owner of realty over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Jenks, Oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the realty. In the event the owner fails to pay the cost of 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 the realty of the owner, which lien may be foreclosed by the City of Jenks, Oklahoma. If enforced by the City of Jenks, the City may add such billing prorata upon the affected Residential Lot owner's water bill, which method of collection will be the determination of the City of Jenks.

Surface Drainage:

Each Residential Lot shall receive and drain, in an unobstructed manner, the storm and surface waters from Residential Lots and drainage areas of higher elevation and from public streets and easements. No Residential 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 shall be enforceable by any affected Residential Lot owner and by the City of Jenks, Oklahoma. If enforced by the City of Jenks, the City may add such billing prorata upon the affected Residential Lot owner's water bill, or file a lien against the Realty of the Owner, which lien may be foreclosed by the City of Jenks, Oklahoma.

Limits Of No Access:

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to East 121st 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.

Paving and Landscaping Within Easements:

The owner of the Residential 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 as provided within Sections 900-970 of Chapter 9, Jenks Ordinances (Jenks Zoning Code), as the same existed on February 1, 1993, which was approved by the Jenks Planning Commission on July 27, 2000, and by the Council of the City of Jenks, Oklahoma, on August 7, 2000.

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, 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.

Use of Land:

The development of the Residential Development Area pursuant to PUD No. 15 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.

Residential Development Area:

Lots 1 through 28, Block 1; Lots 1 through 16, Block 2 and Lots 1 through 27, Block 3 (referred to herein as the "Residential Lots") and Reserve "A" (together with the Residential Lots, collectively referred to herein as the "Residential Development Area") shall be subject to the following restrictions and limitations:

Use:

The use of the Residential Lots shall be limited to detached single family residential purposes, having an attached garage providing space of a minimum of two automobiles. The use of Reserve "A" shall be limited to non-residential, recreational use.

Fronting and Access Limitation:

Each dwelling shall front a dedicated public street.

No house shall front on East 121st Street South.

Yards and Setbacks:

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

Garage facing side streets having a 15 feet building line shall be set back 20 feet from the property line. The front of the house must face the most restrictive building line.

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

Side Yard: The minimum side yard shall not be less than 5.0 feet nor the width of any utility easement located within the Residential Lot and along the side lot line.

Dwelling Separation: Dwellings shall maintain a separation of not less than 10 feet.

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

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the sight-triangle area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-lines limitation shall apply on any Residential Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. On corner lots, no fence shall be extended beyond the twenty-five (25) foot front building line or as required by the City of Jenks Zoning Ordinance.

Signage:

Two monument signs identifying the residential development may be located at the Northeast corner and Northwest corner of Reserve "A", not exceeding 6' in height nor 32 square feet of display surface area for each one.

Exterior Walls:

The first story exterior walls of the dwelling erected on any Residential Lot 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 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.)

Minimum Square Footage:

All single family dwelling units shall have a minimum of 1,350 square feet of finished heated living area.

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:

Architectural Committee - Plan Review:

No building, fence or wall shall be erected, placed or altered on any Residential Lot in this subdivision until the building plans and specifications for all houses to be built are on file with the architectural committee (the "Architectural Committee") composed of the members of the Wakefield Development Company, L.L.C., or their duly authorized representative, representatives or successors. In the event of the death or resignation of any member of the above named Architectural 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. Any changes to plans on file with the Architectural Committee or any additional new plans will need written approval before construction may begin.

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.

The powers and duties of the Architectural Committee or its designated representative shall cease on the 1st day of January, 2007, or when ninety percent (90%) of the Residential Lots have been closed, whichever occurs first. Thereafter, the powers and duties of the Architectural Committee shall be exercised by the homeowners' association hereafter provided for.

Building Material Requirements:

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.

Roofing:

Roofing shall be TAMKO Heritage, Thunder Storm Gray. The Minimum roof pitch shall be an 8/12 pitch on the forward facing gables.

Exterior Walls:

The exterior walls of the dwellings erected on Residential Lots, fronting a public street shall be (100%) veneer.

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.

Siding:

No steel, aluminum or plastic siding shall be permitted on any building on any Residential Lot.

Mailboxes:

All mailboxes shall be of similar design to that specific plan approved by the Architectural Committee. The mailbox shall be positioned so that is accessible from the curb and 6 feet from the "Inside Edge" of the driveway. "Inside Edge" shall mean the edge of the driveway which borders the largest continuous lot area. The top of the mailbox shall be 42 inches from the street level. No mail box shall be erected on any Residential Lot without the approval of the design by the Architectural Committee.

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.

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.

Existing Building:

No existing or erected building of any sort may be moved onto or placed on any Residential Lot, except for construction or sales trailers which may be installed on a temporary basis only.

Temporary Structures and Outbuildings:

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 all Residential Lots have been sold.

Any building which is detached from the principal dwelling on a Residential Lot shall be limited to buildings customarily accessory to a single-family dwelling, shall be of similar architectural design as the principal dwelling, and shall not be erected until the plans, specifications and design thereof are approved by the Architectural Committee.

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, and if not located within an enclosed garage and shall be screened sufficiently to prevent any view thereof from any street within Wakefield Crossing.

Antennas:

No radio or television tower, aerial or antenna shall be located on any Residential Lot. Satellite dishes shall be no larger than 18" in diameter and be screened from view from the street and adjacent Residential Lots within the Addition.

Landscaping Requirements:

The front elevation of all Residential Lots and side elevations of any corner Residential Lot must be professionally landscaped upon completion of the residence. All front, side and back yards must be sodded on the completion of any residence in the Subdivision.

Livestock and Poultry Prohibited:

No animals, livestock or poultry (including pigeons) of any kind shall be raised, bred or kept on any Residential Lot or part thereof, except that dogs, cats or other household pets may be kept; PROVIDED, that they are not kept, bred or maintained for any commercial purpose.

Interior Fences and Walls:

Interior fences and walls situated upon Residential Lots shall comply with the following:

No fencing shall extend beyond the building line of any residence. If a residence is built behind the front building line of a Residential Lot, a fence may not extend beyond that point nearest the street at each end corner.

All fences shall consist entirely of wood, brick, natural stone, wrought iron, or some combination thereof. The Architectural Committee may, but shall not be obligated to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted under any circumstances.

No fence in excess of six (6') feet in height shall be permitted.

The Architectural Committee shall approve the type of fence design as it relates to the community pool.

Garage:

Each dwelling shall have a garage for at least two automobiles. Glass shall not be permitted in garage doors.

Commercial Structures:

No building or structure shall be placed, erected or used at any time for any business, professional, trade or commercial purpose on any portion of any Residential Lot; PROVIDED, HOWEVER, that Owner, as the developer of the Subdivision may maintain a sales office in the Subdivision for the sale of the Subdivision lots and building contractors may maintain sales offices, construction trailers and model homes in the Subdivision for the construction, sale and display of homes located, or to be located, in the Subdivision subject to the City of Jenks Zoning Code requirements, subject to the City of Jenks Zoning Code.

SECTION IV

HOMEOWNERS' ASSOCIATION

Formation of Homeowners Associations:

The Owner/Developer has formed or shall cause to be formed, in accordance with the statutes of the State of Oklahoma, Wakefield Crossing Homeowners Association, Inc., a nonprofit corporate entity (herein referred to as the Crossing Homeowners Association).

Except as otherwise limited herein, the Crossing Homeowners Association shall be formed for any of the purposes authorized by 60 O.S. §851, including without limitation: (1) paying 1/3 of all storm water management related costs and expenses incurred in connection with the maintenance of Reserve A of Wakefield Village, an addition to the City of Jenks, Tulsa County, Oklahoma, including but not limited to, insurance, dredging, mowing, side slope and spillway repair and maintenance; (2) serving as a member of the Wakefield Pool Homeowners' Association, Inc., and paying all assessments associated therewith, as more specifically described below; (3) entering into various agreements with existing and future "Wakefield" homeowners associations created in connection with the development of the NW/4, less and except the south 165 feet thereof, of Section 6, Township 17 North, Range 13 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, for the joint use and maintenance of Reserve A of Wakefield Crossing (the Wakefield Associations); (4) performing all duties authorized herein; and (5) maintaining any other common areas and otherwise enhance the value, desirability, and attractiveness of Wakefield Crossing.

The Owner/Developer has formed or shall cause to be formed, in accordance with the statutes of the State of Oklahoma, Wakefield Pool Homeowners' Association, Inc., a nonprofit corporate entity (herein referred to as the "Pool Homeowners' Association"). The Pool Homeowners Association shall be formed for the following purposes: (1) operating and maintaining Reserve A of Wakefield Crossing and all costs and expenses associated therewith, including the construction of various improvements and recreational facilities, such as a swimming pool or spa, thereon; (2) regulating the use of Reserve "A" of Wakefield Crossing, including, but not limited to, a swimming pool and any other recreational facility constructed thereon; (3) entering into various agreements with the Wakefield Associations relating to the use and enjoyment of Reserve A of Wakefield Crossing; (4) performing all duties authorized herein; and (5) otherwise enhancing the value, desirability, and attractiveness of Reserve A of Wakefield Crossing.

Membership:

Every person or entity who is a record owner of the fee interest of a Residential Lot in Wakefield Crossing shall be a member of the Crossing Homeowners Association. Membership shall be appurtenant to and may not be separated from the ownership of a Residential Lot. The acceptance of a deed to a Residential Lot shall constitute acceptance of membership to the Crossing Homeowners Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

Membership in the Pool Homeowners' Association shall be restricted to and mandatory for all Wakefield Associations; including without limitation: Wakefield Crossing Homeowners' Association, Inc., Wakefield Village Homeowners' Association, Inc., Wakefield on the Water Homeowners' Association, Inc. and Wakefield Ponds Homeowners' Association, Inc., and any future Wakefield Association.

Covenant for Assessments:

The owners and each subsequent owner of a Residential Lot, by acceptance of a deed thereto, are deemed to covenant and agree to pay to the Crossing Homeowners Association an annual assessment which shall be no less than the minimum amount required to discharge its duties set forth herein. Said assessments will be established by the Board of Directors in accordance with this Dedication and the Bylaws of the Homeowners' Association. Any unpaid assessment shall be a lien against the Residential Lot which it is made. The lien, however, shall be subordinate to the lien of any first mortgage covering any Residential Lot.

The members of the Pool Homeowners' Association are deemed to covenant and agree to pay to the Pool Homeowners' Association an annual assessment which shall be no less than the minimum amount necessary to adequately maintain and support Reserve A of Wakefield Crossing, and all improvements built thereon. The assessments shall be allocated for payment in the following manner:

Wakefield Crossing Homeowners' Association, Inc.: a one-fifth (1/5) share;
Wakefield Ponds Homeowners' Association, Inc.: a one-fifth (1/5) share;
Wakefield on the Water Homeowners' Association, Inc.: a one-tenth (1/10) share;
Wakefield Village Homeowners' Association, Inc.: a one-tenth (1/10) share; and
Owner/Developer: a two-fifths (2/5) share, until assumed by the Future Associations.
Each Future Association shall assume and pay one-half (1/2) of the Owner/Developer's two-fifths (2/5) share of the assessments. The Future Association's responsibility shall commence on January 1 of the year following the issuance by the Oklahoma Secretary of State of its Certificate of Incorporation. Provided, however, each Future Association s share of assessments shall be proportionally adjusted by the creation of only one (1), or more than two (2), Future Associations.

Enforcement Rights of the Associations:

Without limitation of such other powers and rights as the Crossing Homeowners' Association may have, the Crossing Homeowners Association shall be deemed a beneficiary, to the same extent as a Residential Lot Owner, of the various covenants set forth within this Deed of Dedication, and shall have the authority, but not the obligation, to enforce any covenants to the same extent as a Residential Lot owner upon the written approval of more than 75% of its Owners.

Without limitation of such other powers and rights as the Pool Homeowners' Association may have, each member of the Pool Homeowners' Association shall have the right to enforce all of the covenants contained herein with respect to Reserve A of Wakefield Crossing, only.

SECTION V

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

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 Street, 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 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.

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.

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 City Council of the City of Jenks, Oklahoma. 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 City Council of the City of Jenks, or its successors. The covenants contained within 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. 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.

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, Wakefield Development Company, L.L.C., an Oklahoma Limited Liability Company, has executed this instrument this 5th day of April, 2001.

WAKEFIELD DEVELOPMENT COMPANY, L.L.C.,
an Oklahoma Limited Liability Company

By: BMW LAND COMPANY, L.L.C.,
an Oklahoma Limited Liability Company,
its Manager

By: YALE LAND COMPANY, L.L.C.
an Oklahoma Limited Liability Company,
its Manager

By: Stephen M. Murphy, Its Manager

NORMA JOSLIN MURPHY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me this 5th day of April, 2001, by Stephen M. Murphy, as Manager of Yale Land Company, L.L.C., as Manager of BMW Land Company, L.L.C., an Oklahoma Limited Liability Company, as Manager of Wakefield Development Company, L.L.C., an Oklahoma Limited Liability Company.

My commission expires: Oct 28 2003

Norma Joslin Murphy
Notary Public

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 "WAKEFIELD CROSSING", 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, Registered Professional
Land Surveyor

REGISTERED LAND SURVEYOR JACK C. COX L.S. 931 OKLAHOMA

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of April, 2001, 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.

Notary Public

My Commission Expires:
January 9 2002

DIANNA W. HENRY NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

99116