Tulsa County Clerk - EARLENE WILSON
Doc# 01010326 Pgs 1 B/P 6469/0864-0864
Receipt # 490990 01/31/01 09:57:14
Fee 25.00

5503

WAKEFIELD VILLAGE

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

PLANNED UNIT DEVELOPMENT No. 14

SCALE: 1" = 100'

OWNER:
WAKEFIELD DEVELOPMENT CO., L.L.C.
1425 East 71st Street South
Tulsa, Oklahoma 74136
Tel. (918) 492-7811

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

LOCATION MAP
SCALE: 1"=2000'

93 LOTS
36.4949 ACRES

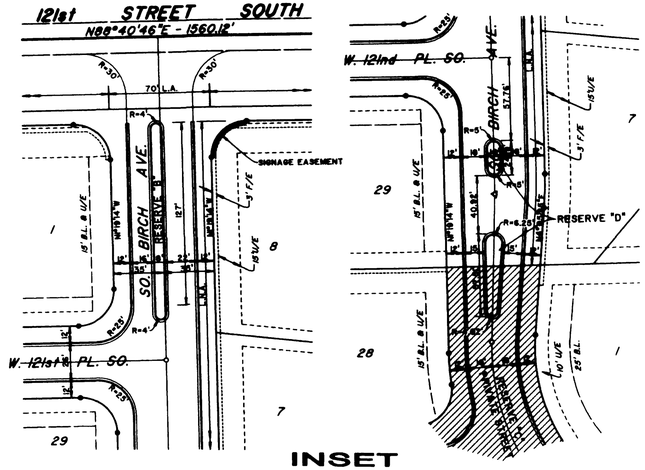
LEGEND

F/E - DENOTES FENCE EASEMENT
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

CURVE DATA

1	R=25' D=90°00'00" L=39.27'	16	R=175' D=20°48'26" L=63.55'	31	R=575' D=53°26'58" L=349.83'
2	R=25' D=90°00'00" L=39.27'	17	R=150' D=40°21'49" L=105.67'	32	R=325' D=53°26'58" L=303.18'
3	R=25' D=90°00'00" L=39.27'	18	R=200' D=40°21'49" L=140.90'	33	R=550' D=36°17'44" L=347.61'
4	R=25' D=90°00'00" L=39.27'	19	R=225' D=49°33'23" L=76.80'	34	R=500' D=40°52'56" L=356.20'
5	R=250' D=3°24'39" L=23.64'	20	R=175' D=49°33'23" L=59.73'	35	R=25' D=84°30'40" L=36.87'
6	R=180' D=6°58'8" L=21.90'	21	R=375' D=46°25'07" L=107.46'	36	R=25' D=84°30'40" L=36.87'
7	R=25' D=99°29'33" L=43.41'	22	R=425' D=39°09'55" L=290.51'	37	R=550' D=4°36'59" L=33.'
8	R=300' D=23°58'29"49" L=206.38'	23	R=25' D=100°36'17" L=43.89'	38	R=170' D=78°19'49" L=232.41'
9	R=25' D=10°8'54" L=44.16'	24	R=25' D=96°29'27" L=42.10'	39	R=120' D=147°38'04" L=309.21'
10	R=120' D=48°8'09" L=100.92'	25	R=375' D=6°18'37" L=41.30'	40	R=25' D=68°36'08" L=29.90'
11	R=25' D=36°52'12" L=16.09'	26	R=25' D=90°00'00" L=39.27'	41	R=50' D=180°00'00" L=157.08'
12	R=150' D=163°34'32" L=142.75'	27	R=25' D=90°00'00" L=39.27'	42	R=25' D=68°13'58" L=29.90'
13	R=25' D=36°52'12" L=16.09'	28	R=275' D=48°08'13" L=216.40'	43	R=170' D=27°13'05" L=80.76'
14	R=25' D=89°50'09" L=39.20'	29	R=375' D=6°54'36" L=45.23'	44	R=25' D=54°12'10" L=23.65'
15	R=225' D=20°48'26" L=81.71'	30	R=325' D=6°20'02" L=35.93'	45	R=25' D=48°08'59" L=19.66'
				46	R=50' D=276°05'25" L=240.93'

INSET



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 $ 1,540.00 per trust receipt no. 1500 to be applied to 19 2001 taxes.

This certificate is NOT to be construed as payment of 19 2001 taxes in full but is given in order that this plat may be filed of record.

19 2001 taxes could exceed the amount of the security deposit.

Dated 1-31 19 2001

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 January 22nd, 2001

MAYOR - VICE MAYOR

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

CITY MANAGER

00104

WAKEFIELD VILLAGE
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 North boundary of said NW/4, a distance of 660.03 feet from the Northwest corner thereof; thence N88°40'46"E along the North boundary of said NW/4 a distance of 1560.12 feet to a point in the West boundary of WAKEFIELD PONDS, an addition to the City of Jenks, Tulsa County, Oklahoma, according to the official recorded Plat thereof; thence Southerly along the West boundary of said Addition as follows: S1°19'14"E a distance of 60.00 feet; thence S49°30'30"W a distance of 224.69 feet; thence S27°29'35"W a distance of 281.99 feet; thence S22°29'31"W a distance of 324.23 feet; thence S30°59'39"W a distance of 140.28 feet; thence S41°42'38"W a distance of 354.26 feet; thence N89°54'44"W a distance of 64.07 feet; thence S2°46'46"W a distance of 173.91 feet; thence N85°17'07"W a distance of 5.10 feet; thence Southwesterly on a curve to the left, having a radius of 225.00 feet, a central angle of 45°02'12" for a distance of 176.86 feet; thence S49°40'42"W a distance of 461.54 feet; thence N40°19'18"W a distance of 319.17 feet; thence N1°09'23"W a distance of 1385.82 feet to the point of beginning, containing 36.4949 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 VILLAGE", 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 effected 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 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.

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, Sanitary Sewer and Storm 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. Gas Service:

1. The Owner of the 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 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 effected lot owner and by the City of Jenks, Oklahoma.

F. Limits of No Access:

The undersigned Owner hereby relinquishes right of vehicular ingress along a portion of the property adjacent to West 121st Street South within the bounds designated as "Limits of No Access" may be amended or released by the Jenks Planning Commission, or its successor, and with the approval of the City of Jenks, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Jenks, Oklahoma.

G. Paving and Landscaping Within Easements:

The Owner of the Lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by 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.

H. Other Uses:

1. The easements hereby granted shall not be limited exclusively to access, restricted waterline, storm sewer and overland drainage easements. The property lying within any such easements may be used for utilities according to the provisions in the Certificate of Dedication, except that construction and use of utilities shall not interfere with storm sewer and overland surface drainage purposes.

2. 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.

SECTION II

RESERVE AREAS

A. Reserve Area "C" - Private Streets:

1. That portion of the interior streets within the subdivision, depicted on the accompanying Plat as Reserve Area "C" are herein dedicated by Owner as private streets for the common use and benefit of the owners of Lots 1 thru 33, Block 1 and Lots 15 thru 28, Block 2, within the subdivision, and their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various lots, to and from the public streets, and for providing entrance security facilities and decorative fencing and landscaping and are reserved for subsequent conveyancing to the Wakefield Village On The Water Homeowners' Association.

2. The Owner hereby grants to the City, Any Emergency Servie Provider, The United States Postal Service, any utility providing utility service to the residential subdivision and to any refuse collection service which provides service within the subdivision, a perpetual easement on, under, over and across Reserve Area "C" for the purpose of:

A. Entering and traversing the private drives;

B. Operating all service maintenance, emergency and government vehicles (including but not limited to, Police and Fire Vehicles and equipment);

C. Providing such service and maintenance as the respective service provider requires; and

D. Laying, building or constructing such utility facilities as when completed will not preclude the purposes set forth in Section III.A.2. herein.

3. The Owner, for itself and its successors, hereby covenants with the individual lot owners, and the Wakefield Village On The Water Homeowners' Association, which Covenants shall run with the land and insure to the benefit of the individual lot owners, who front the private street, and the Wakefield Village On The Water Homeowners' Association, and shall be enforceable by them jointly and severally, to:

A. Construct street surfacing extending the full length of the private streets depicted within the accompanying Plat which construction shall meet or exceed the new existing specifications of the City of Jenks, applicable to minor residential public streets; AND

B. Secure inspection of the private drives by a Private Engineering or Inspection Firm in accordance with the Standard of Inspection of Minor Residential Public Streets; AND

C. Construct the private streets, within the area designated on the accompanying Plat as private streets, with a minimum roadway width of 26 feet.

4. The covenants in Section II.A.3.A. and II.A.3.B. above shall be deemed conclusively satisfied upon the Owner's securing the inspection described in Section II.A.3.B. If that inspection confirms that the construction described in Section II.A.3.A. is performed according to the specifications set forth therein. After the Owner secures such and inspection, he shall have no further duty to construct or inspect as described in Section II.A.3.

5. The Owner acknowledges for itself and its successors in title that the City shall have no duty to maintain any of the Private Streets within the residential subdivision, nor have any implied obligation to accept any subsequent tender of dedication of any Private Street within the residential subdivision.

6. Except with respect to facilities associated with utilities, facilities constructed within Reserve Area "C" shall be maintained by the Wakefield Village On The Water Homeowners' Association comprised of the Owners of the Lots within the subdivision, such maintenance shall be at the cost of the Wakefield Village On The Water Homeowners' Association. Such maintenance shall be performed to the extent necessary to achieve Reserve Area "C's" intended purpose and functions as set forth in Sections II.A.1. and II.A.2. above.

B. Reserve Areas "A", "B", "C" and "D":

1. Reserves "A", "B", "C" and "D" shall be operated and maintained by the Owner/Developer until such time as Reserves "A", "C" and "D" are conveyed to the Wakefield Village On The Water Homeowners' Association to be formed as set forth in Section V. From and after the date of such conveyance, the Wakefield Village On The Water Homeowners' Association shall be responsible for the maintenance of the same and pay for all costs and expenses associated therewith. Wakefield Village On the Water Homeowners Association shall be deeded Reserve "C", "D" and Reserve "A". The Wakefield Village On The Water Association shall be responsible for 1/3 of the mowing and maintenance costs of Reserve A in Wakefield Village. The Wakefield Village On The Water Home-owners' Association shall be responsible for other costs which shall include the costs of fountains or sprinkler systems. These are occasioned by enhancement of the beauty, which belong to the owner. However, the maintenance costs including but not limited to all insurance, dredging, mowing, side slope maintenance and spillway repair and maintenance.

Reserve "B" shall be operated and maintained by the Owner/Developer until such time as Reserve "B" is conveyed to the Wakefield Village Homeowners' Association to be formed as set forth in Section V. From and after this date of such conveyance, the Wakefield Village Home Owners' Association shall be responsible for the maintenance of Reserve "B" and pay for all costs and expenses associated therewith.

The Wakefield Village Homeowners' Association and the Wakefield Crossing Homeowners' Association shall each have the responsibility to pay one third (1/3) of the maintenance cost of Reserve "A".

2. In the event the applicable Homeowners' Association should fail to properly maintain Reserve Area "C" as above provided, the City of Jenks, or its designated contractor may enter Reserve Area "C" and perform such maintenance, and the cost thereof shall be paid by the Wakefield Village On The Water Homeowners' Association.

3. In the event the Wakefield Village On The Water Homeowners' Association fails to pay the cost of maintenance after the 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 subdivision; PROVIDED HOWEVER, the lien against each lot shall not exceed 1/47th of the cost of the maintenance or the City of Jenks or the Jenks Public Works Authority may add such billing prorate upon the Residential Lot Owners water billing determined by the City of Jenks.

4. A lien established as above provided may be foreclosed by the City.

SECTION III

PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, the Residential Development Area (as defined below) was submitted as a planned unit development (designated as PUD No. 14) as provided within Sections 900-970 of Chapter 9, Jenks Ordinances (Jenks Zoning Code), as the same existed on February 1, 1993, which PUD No. 14 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.

A. Use of Land:

The development of the Residential Development Area pursuant to Pud No. 14 shall be subject to the planned unit development provisions of the City of Jenks Zoning Code, as such provisions existed on February 1, 1993, or as may be subsequently amended.

B. Residential Development Area:

Lots 1 through 33, Block 1, and Lots 1 through 31, Block 2, and Lots 1 through 29, Block 3 (hereinafter referred to as the "Residential Lots") and Reserves "A", "B", "C" and "D" (together with the Residential Lots, collectively hereinafter referred to as the "Residential Development Area") shall be subject to the following restrictions and limitations:

1. Use:

The use of the Residential Lots shall be limited to detached single family residential purposes, having an attached garage providing space for a minimum of two automobiles. The use of Reserve "A" shall be limited to ponds, landscaped with sprinkler systems, planting and paved walkways, and is reserved for subsequent conveyance to a homeowners association to be formed as set forth within Section IV, subsequent conveyance along with Reserve "C" and "D" to the Wakefield Village on the Water Homeowners Association to be formed.

The Use of Reserve "C" shall be limited to a private paved street with gated entrance and exit, and shall be maintained by the Wakefield Village on the Water Homeowners Association.

The Use of Reserve "B" and "D" shall be limited to median dividers with planting, and is reserved for subsequent conveyance to a homeowners association to be formed as set forth within Section V.

00104

2. Fronting and Access Limitation:

Lots 1 through 14, Block 2 and Lots 29, 30 and 31, Block 2, and Lots 1 through 29, Block 3 shall front a dedicated public street.

Lots 1 through 33, Block 1 and Lots 15 through 28, Block 2 shall front a private street, with gated entrance and exit.

No house shall front on North 121st Street South.

3. Yards and Setbacks:

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

Garages facing side streets having a 15 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.

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

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

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

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

F. No fence, wall, hedge or shrub planting which obstructs sight lines of 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 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.

4. Signage:

A monument signs identifying the residential development may be located at the Northwest corner of Lot 8, Block 1, not exceeding 6' in height nor 32 square feet of display surface area for each one.

5. Minimum Square Footage:

All single family dwelling units fronting a Public Street shall have a minimum of 1,500 square feet of finished heated living area.

All single family dwelling units fronting a Private Street shall have a minimum of 2,500 square feet of finished heated living area.

SECTION IV

PRIVATE COVENANTS

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

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

A. 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 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 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 homes have been built, whichever occurs last. Thereafter, the powers and duties of the Architectural Committee shall be exercised by the home owners' association hereafter provided for.

B. 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:

Roofing shall be Tamko Heritage, Thunderstorm Gray; Minimum roof pitch shall be an 9/12 pitch, on 80% of the roof surface. There are to be no pitches less than 9/12 on street facing pitches.

3. Exterior Walls:

The first story exterior walls of the dwellings erected on Residential Lots, fronting a public street, shall be one hundred percent (100%) veneer. The first story exterior walls of the dwellings erected on residential lots, fronting a private street, shall be of at least fifty percent (50%) veneer. 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. (Private Streets - All street facing windows are to be fully wrapped with wood brick mould.)

5. Siding:

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

6. Mail Boxes:

All mail boxes shall be the design approved by the 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 lot without the approval of the design by the Committee. All mail boxes shall be tandem (two boxes on one post) whenever possible.

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.

C. 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.

D. Existing Building:

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

E. 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 limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling and approval by the Architectural Committee.

F. 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, shall be screened sufficiently to prevent any view thereof from any street within Wakefield Village on the Water.

G. 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 within the Addition.

H. Landscaping Requirements:

All yards must be completely sodded on the completion of any residence in the Subdivision. The front of all homes must be landscaped prior to homeowner's occupancy.

I. Livestock and Poultry Prohibited:

No animals, livestock or poultry (including pigeons) of any kind shall be raised, bred or kept on any 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.

J. Interior Fences and Walls:

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

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

2. All fences shall consist entirely of wood, brick, natural stone, wrought iron, or some combination thereof. The 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.

3. No fence in excess of six feet (6') shall be permitted except for the 8' fence that will be provided on the west side of lots 15 through 28, Block 2.

4. Lots adjacent and abutting Reserve "A" as well as Lots 13 thru 29 in Block 1 are required to use that specific wrought iron fence design adopted by the Architectural Committee.

SECTION V

HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association or associations of the owners of the Residential Lots within WAKEFIELD VILLAGE to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of owning and maintaining the common areas, and enhancing the value, desirability and attractiveness of WAKEFIELD VILLAGE. The Owner/Developer shall deed the Reserve Areas to the Association(s), whenever the Owner/Developer deems appropriate but in any instance prior to the completion of the last home in the Private Area.

B. Membership

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

SECTION VI

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Jenks, Oklahoma. The covenants contained in Section II Planned Unit Development Restrictions are established pursuant to the Planned Unit Development provisions of the City of Jenks Zoning Code and shall inure to the benefit of the City of Jenks, Oklahoma.

If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for the City of Jenks to maintain any action 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.

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, and the Jenks City Council and the City of Jenks, Oklahoma. The covenants contained within Section III, Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the Residential Lots and approved by the Jenks Planning Commission, and the Jenks City Council. The covenants contained within Section IV, Private Covenants may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the Residential Lots and the Jenks City Council. 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, Wakefield Development Company, L.L.C., an Oklahoma Limited Liability Company, has executed this instrument this 8TH day of January, 2001.

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

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

By: _____
Stephen M. Murphy - Its manager

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this 8TH day of January, 2001, by Stephen M. Murphy as its manager of YALE LAND COMPANY, L.L.C., Manager of Wakefield Development Company, L.L.C., an Oklahoma Limited Liability Company, that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of said limited liability company.

_____
Notary Public

My Commission Expires:
October 30, 2003

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 "WAKEFIELD VILLAGE", 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 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 8TH day of January, 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.

My Commission Expires:
January 7, 2002

_____
Notary Public

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