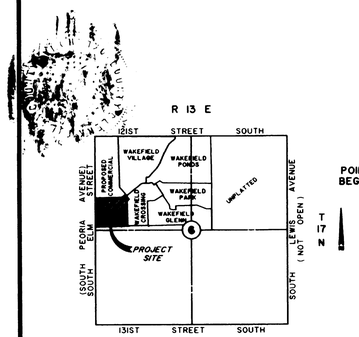
Tulsa County Clerk - EARLENE WILSON
Doc# 2004136809 Pgs 1
Receipt # 762886 11/12/04 14:25:01
Fee 30.00
00076286001

5829

WESTON AT WAKEFIELD

AN ADDITION TO THE CITY OF JENKS, BEING A SUBDIVISION OF PART OF THE W/2 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. 44



LOCATION MAP
SCALE: 1"=2000'

62 LOTS
15.1529 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
D/E. - DENOTES DRAINAGE EASEMENT
F/E - DENOTES FENCE EASEMENT

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council on August 2, 2004

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 $ ____ per trust receipt no. _____ to be applied to 20____ taxes.

This certificate is NOT to be construed as payment of 20____ taxes in full but is given in order that this plat may be filled of record.

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

Dated _____, 20____

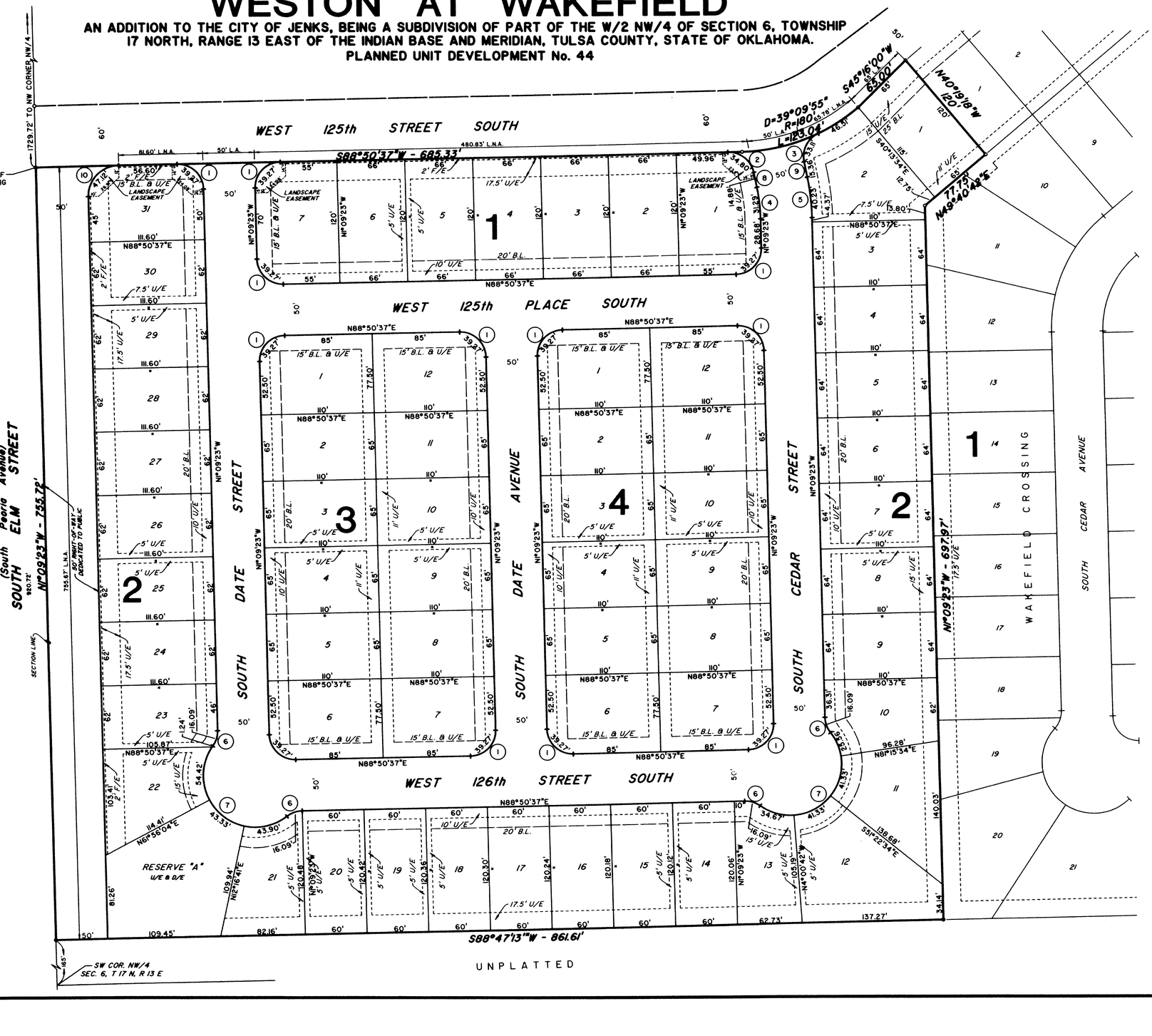
Dennis Semler
Tulsa County Treasurer
by _____
Deputy

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 $ 41.00 per trust receipt no. Tax Recpt to be applied to 20 04 taxes. This certificate is NOT to be construed as payment of 20 04 taxes in full but is given in order that this plat may be filed on record. 20____ taxes could exceed the amount of the security deposit.

Dated November 22, 2004

Dennis Semler
Tulsa County Treasurer
By: _____
Deputy



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

OWNER:

WAKEFIELD DEVELOPMENT CO. L.L.C.
5711 East 71st Street South
Suite 120
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: 6-30-06

CURVE DATA

1	R=25' D=90°00'00" L=39.27'
2	R=25' D=79°45'20" L=34.80'
3	R=25' D=75°52'59" L=33.11'
4	R=175' D=10°14'40" L=31.29'
5	R=225' D=10°14'40" L=40.23'
6	R=25' D=36°52'12" L=16.09'
7	R=50' D=163°44'23" L=142.89'
8	N11°24'03"W - 14.88'
9	N11°24'03"W - 15.36'
10	R=30' D=90°00'00" L=47.12'

04121

WESTON AT WAKEFIELD

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 tract of land lying in the W/2 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 W/2 NW/4, a distance of 1729.27 feet S1°09'23"E from the Northwest corner of said W/2 NW/4; thence S1°09'23"E along the West boundary of said W/2 NW/4 a distance of 755.72 feet; thence N88°47'13"E parallel to and 165.00 feet from the South boundary of said W/2 NW/4 a distance of 861.61 feet to the Southwest corner of Lot 20, Block 1, Wakefield Crossing, an addition to the City of Jenks, Tulsa County, Oklahoma; thence N1°09'23"W along the West boundary of said Wakefield Crossing addition, a distance of 697.97 feet; thence N49°40'42"E along the West boundary of said Addition a distance of 77.75 feet; thence N40°19'18"W along the West boundary of said Wakefield Crossing addition a distance of 120.00 feet to a point in the South Right-of-Way Line of West 125th Street South; thence S45°16'00"W along said Right-of-Way Line a distance of 65.00 feet; thence Southwesterly along said Right-of-Way Line 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 along said Right-of-Way Line a distance of 685.33 feet to the point of beginning, containing 15.1529 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 "WESTON AT WAKEFIELD ", 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 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 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.

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 Residential 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. Overland Drainage Easements:

1. 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.

2. 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.

3. 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.

4. 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.

E. 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 F shall be enforceable by any affected Residential Lot owner and by the City of Jenks, Oklahoma.

F. Limits Of No Access:

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Elm Street and West 125th Street 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.

G. 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 June 1, 2004, which was approved by the Jenks Planning Commission on June 23, 2004, and by the Council of the City of Jenks, Oklahoma, on August 2, 2004.

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. 44 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 7, Block 1; Lots 1 through 31, Block 2 and Lots 1 through 12, Block 3 Lots 1 through 12, Block 4 (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:

1. 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.

2. Fronting and Access Limitation:

Each dwelling shall front a dedicated public street.

No single family dwelling except for Lot 1, Block 2 of WESTON AT WAKEFIELD shall front on West 125th Street. No house shall front on South Elm Street.

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.

Garage facing side streets having a 15 feet building line shall be set back 20 feet from the property line, except for Lot 2, Block 2 of WESTON AT WAKEFIELD. The front of all dwellings 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 Residential 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 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 (20) foot front building line or as required by the City of Jenks Zoning Ordinance.

4. Signage:

A monument sign identifying the residential development may be located at the Northwest corner, Lot 31, Block 2, not exceeding 6' in height nor 32 square feet of display surface area for each one.

5. Exterior Walls:

The first story exterior walls of the dwelling erected on any Residential Lot shall be one hundred percent (100%) 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.)

6. Minimum Square Footage:

The dwelling units located on Lots 22-31, Block 2 abutting to South Elm Street shall have a minimum of 1,400 square feet of finished heated living area. All other dwelling units within the subdivision shall have a minimum of 1,500 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:

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 for all houses to be built are on file with the architectural committee "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.

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 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.

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

3. 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.

4. Siding:

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

5. 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.

6. 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, except for construction or sales trailers which may be installed on a temporary basis only.

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. A temporary sales trailer and one temporary construction trailer may be allowed.

2. 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.

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 and shall be screened sufficiently to prevent any view thereof from any street within Wakefield Crossing.

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 and adjacent Residential Lots within the Addition.

H. 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.

I. 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.

J. Interior Fences and Walls:

Interior fences and walls situated upon Residential 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 Residential 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 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.

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

K. Garage:

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

L. 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

A. Formation of Homeowners' Association:

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

Except as otherwise limited herein, the Weston at Wakefield Homeowners' Association shall be formed for any of the purposes authorized by 60 O.S. 851, including without limitation: (1) paying 100% of all cost and expenses incurred in connection with the Maintenance of Reserve "A", the subdivision perimeter fencing, recreational amenities and entry features of Weston at Wakefield addition, an addition to the City of Jenks, Tulsa County, Oklahoma; (2) it shall be the responsibility of the Weston at Wakefield Homeowner's Association to maintain the detention pond in Reserve "A". Such maintenance shall include mowing (semimonthly at a minimum during the growing seasons), maintaining the side slopes and the spillway, keeping the surface clear of debris and plant life, and removing any silt.

2. Required Mowing of Vacant Lots. The Homeowners' Association shall have the right, but not the obligation, to mow any vacant lot within the development after completion of a 10 day notice period of the lot owners notification from the City of Jenks Code Enforcement Department that said lot is in violation of Section 13-1-13; Abatement of Weeds and Trash of the Jenks City Code. The Homeowners Association shall have the right to add costs of said mowing to lot owner's Association dues to be collected in accordance with subsection C.1.

B. Membership:

1. Every person or entity who is a record owner of the fee interest of a Residential Lot in Weston at Wakefield shall be a member of the Weston at Wakefield Homeowner's 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 Weston at Wakefield Homeowner's Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments:

1. The owner and each subsequent owner of a Residential Lot, by acceptance of a deed thereto, are deemed to covenant and agree to pay to the Weston at Wakefield Homeowner's 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 Homeowner's 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.

D. Enforcement Rights of the Associations:

1. Without limitation of such other powers and rights as the Weston at Wakefield Homeowner's Association may have, the Weston at Wakefield Homeowner's 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 of the covenants to the same extent as a Residential Lot owner upon the written approval of more than 75% of its Owners.

SECTION V
ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement:

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I 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.

B. Duration:

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

C. Amendment or Termination:

The covenants contained within Section I Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the 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.

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 9th day of NOVEMBER, 2004.

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 this 9th day of November, 2004, by Stephen M. Murphy, as 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: April 16, 2007
No. 03006219

Commission # 03006219 Expires 4/16/07

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 "WESTON AT WAKEFIELD", 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.

REGISTERED LAND SURVEYOR — JACK C. COX — L.S. 531 — OKLAHOMA

_____
Jack C. Cox, Registered 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 9th day of November, 2004, 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

DIANNA W. HENRY — NOTARY PUBLIC — STATE OF OKLAHOMA — TULSA COUNTY

My Commission Expires: January 7, 2006
No. 01020314

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