

Yorktown Phase I Amended II

A REPLAT OF LOTS 14-30, BLOCK 6 AND LOTS 15-19, BLOCK 7, YORKTOWN PHASE I, AND
A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW/4) AND THE SOUTHEAST QUARTER (SE/4) OF
SECTION 6, TOWNSHIP 17 NORTH, RANGE 13 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

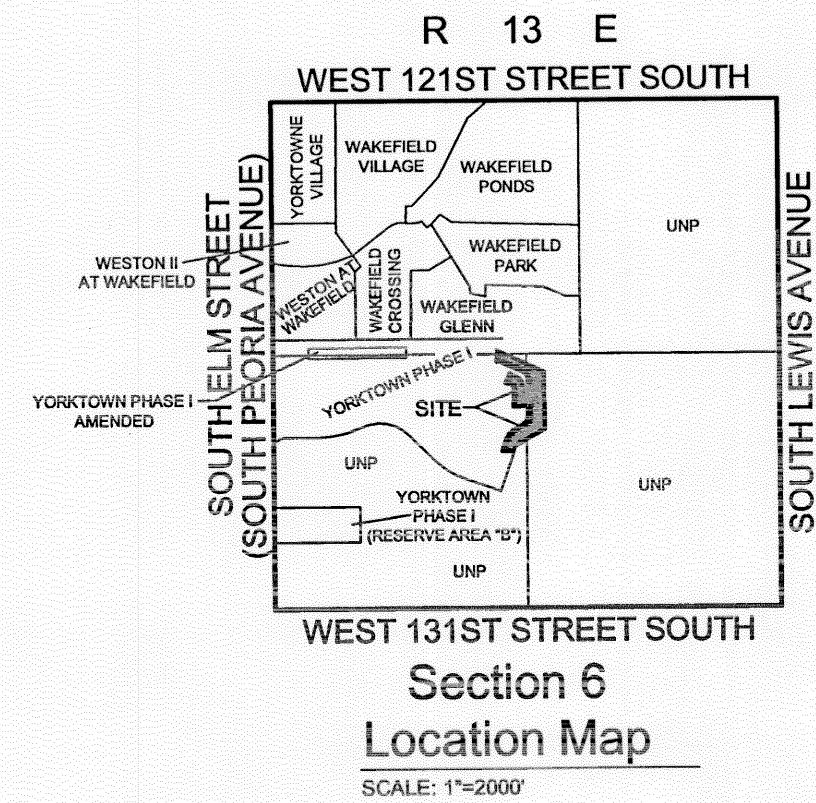
P.U.D. NO. 61

Owners:

Yorktown Trading Company, L.L.C. Yorktown Land Company, L.L.C.
An Oklahoma Limited Liability Company An Oklahoma Limited Liability Company
5711 East 71st Street 5711 East 71st Street
Tulsa, Oklahoma 74136 Tulsa, Oklahoma 74136
Phone: (918) 494-4004 Phone: (918) 494-4004
Contact: Steve Murphy Contact: Steve Murphy

Gregory G. Grunewald and
Laura M. Grunewald
12120 South Ash Avenue
Jenks, Oklahoma 74037

Engineer/Surveyor:
Sisemore Weisz & Associates, Inc.
Certificate of Authorization No. 2421 Exp. June 30, 2013
6111 E. 32nd Place
Tulsa, Oklahoma 74135
Phone: (918) 665-3600
E-mail: gweiszw@sw-assoc.com



Subdivision Statistics:

SUBDIVISION CONTAINS NINETEEN (19) LOTS IN TWO (2) BLOCKS
SUBDIVISION CONTAINS 6.179 TOTAL ACRES (269,174 SF)

Legend:

U/E = UTILITY EASEMENT
B/L = BUILDING SETBACK LINE
D/E = DRAINAGE EASEMENT
INST. = INSTRUMENT
BK. = BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING

Notes:

- 25' B/L IS 50' FROM THE CENTERLINE OF AN EXISTING 50' WIDTH CONOCO PIPELINE EASEMENT.
- A 17.5' UTILITY EASEMENT BEGINS 50 FEET FROM THE REAR PROPERTY LINE OF LOTS 5-14, BLOCK 6, YORKTOWN PHASE I AMENDED II. NO STRUCTURAL IMPROVEMENTS CAN BE PLACED WITHIN THIS 17.5' UTILITY EASEMENT TO INCLUDE ACCESSORY BUILDINGS AND SWIMMING POOLS. THIS UTILITY EASEMENT IS DEVELOPED WITH UNDERGROUND INFRASTRUCTURE AND IS REQUIRED TO REMAIN OPEN; NO APPLICATION FOR CLOSURE WILL BE CONSIDERED.

Monumentation:

3/8" IRON PINS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

Basis of Bearing:

ASSUMED USING THE WEST LINE OF NW/4, SECTION 6
AS N 1°08'40" W, PER THE RECORDED PLAT OF
YORKTOWN PHASE I.

Benchmark:

5/8" REBAR- 1-1/2" ALUMINUM CAP STAMPED "356",
SET SE OF THE INTERSECTION OF W. 121ST ST.
S. & S. ELM STREET.
N 365965.22
E 2567293.76
1988 NAVD DATUM
ELEVATION=722.62

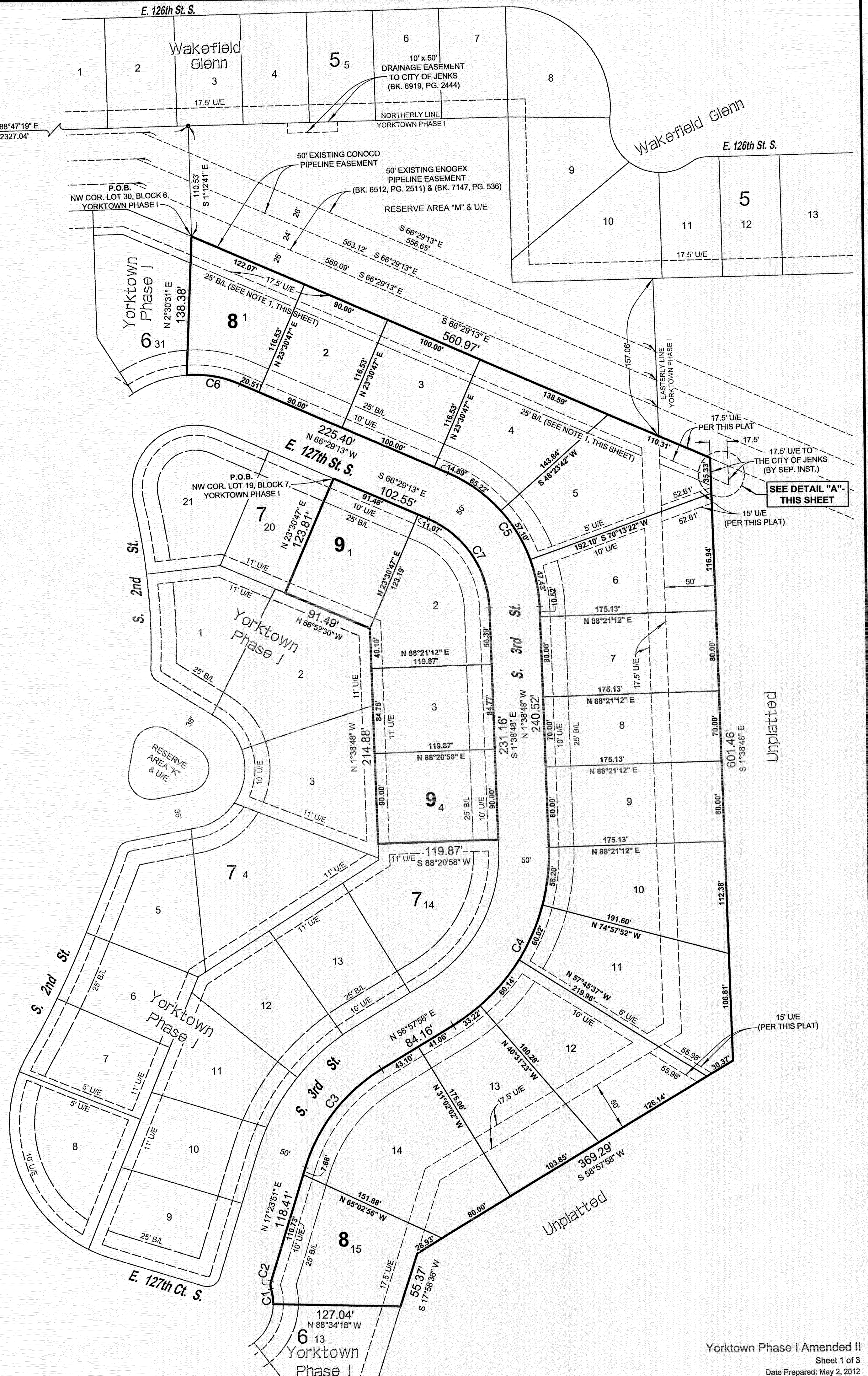
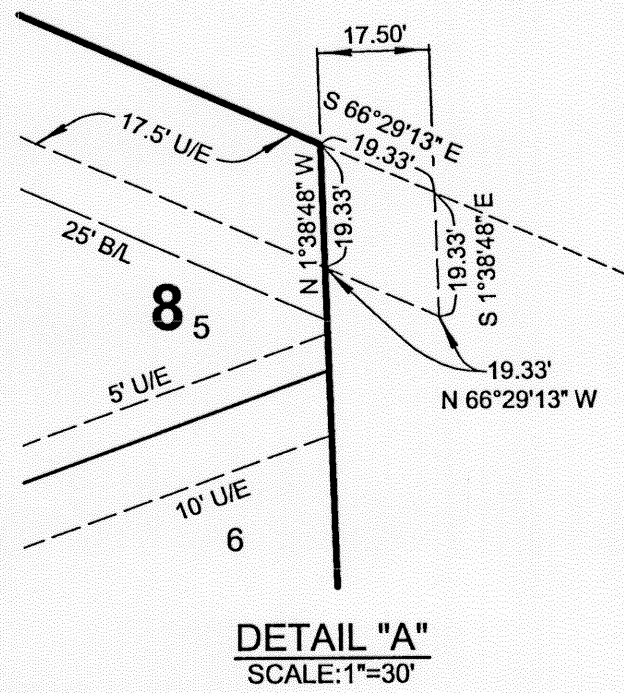
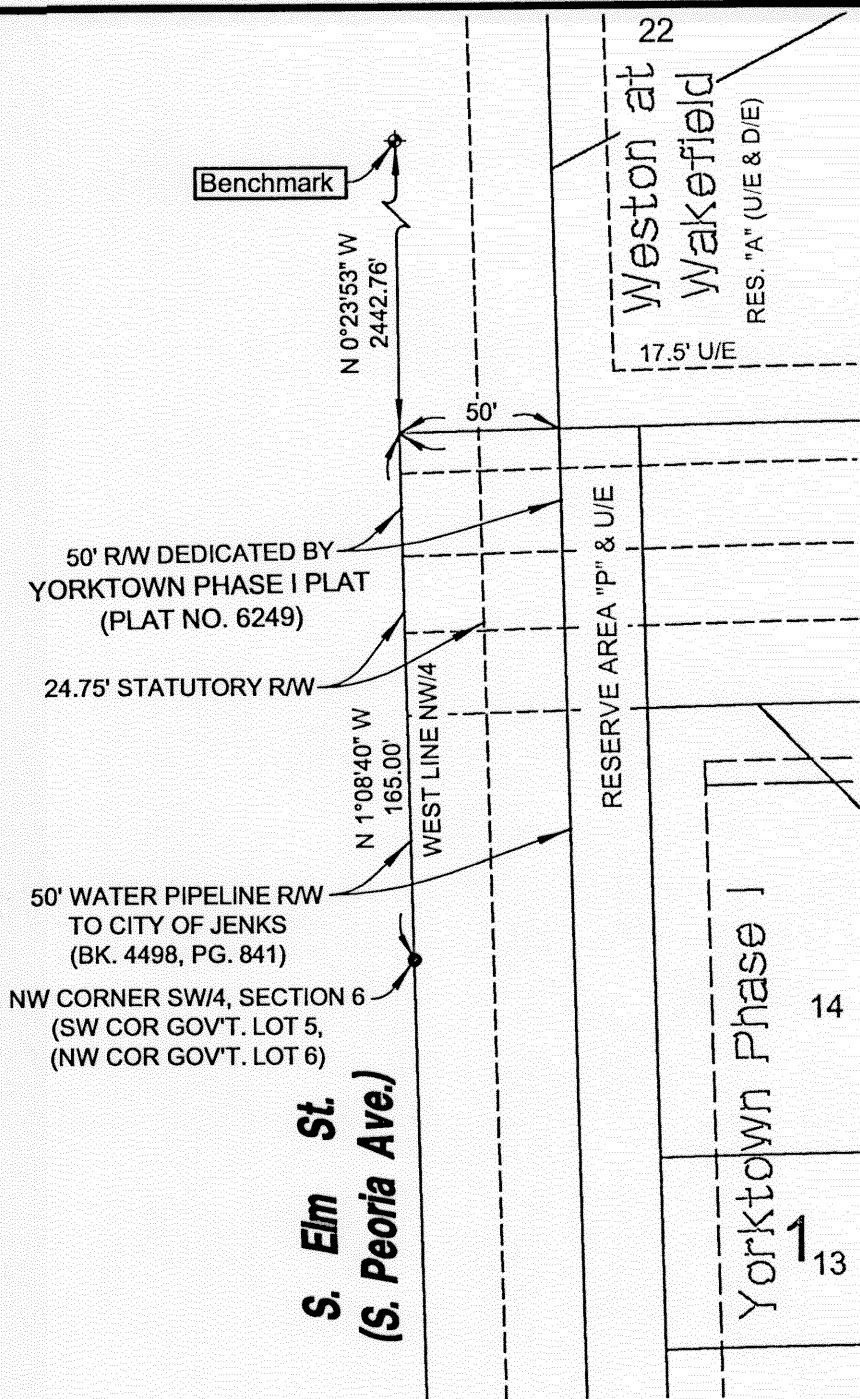
FINAL PLAT
CERTIFICATE OF APPROVAL
I hereby certify that this plat
was approved by the Jenks City
Council on April 16, 2012
MAYOR - VICE MAYOR
This approval is void if the
above signature is not endorsed
by the City Manager
CITY MANAGER

STATE OF OKLAHOMA
COUNTY OF TULSA } SS
I, Earlene Wilson, Tulsa County Clerk, in and for the
County and State above named, do hereby certify that
the foregoing is a true and correct copy of a like instrument
now on file in my office.
Dated the 08 day of May, 2012
Earlene Wilson, Tulsa County Clerk
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 \$ 4,158.00 per trust receipt no.
12333 to be applied to 20 12 taxes. This
certificate is NOT to be construed as payment of
20 12 taxes in full but is given in order that this plat
may be filed on record. 20 12 taxes may be filed on
the amount of the security deposit.

Dated 08 May 2012
Dennis Semler
Tulsa County Treasurer
Deputy



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SECTION 6, TOWNSHIP 17 NORTH, RANGE 13 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

P.U.D. NO. 61

Deed of Dedication

Yorktown Phase I Amended II

KNOW ALL MEN BY THESE PRESENTS:

YORKTOWN TRADING COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, YORKTOWN LAND COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, AND GREGORY G. GRUNEWALD AND LAURA M. GRUNEWALD, HUSBAND AND WIFE, HEREINAFTER REFERRED TO AS THE OWNERS, ARE THE OWNERS OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF BLOCK SIX (6), YORKTOWN PHASE I, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND PART OF THE SOUTHWEST QUARTER (SW/4), AND PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE NORTHWEST CORNER OF LOT THIRTY (30), BLOCK SIX (6), YORKTOWN PHASE I; THENCE SOUTH 66°29'13" EAST ALONG THE NORTHERLY LINE OF SAID BLOCK 6 AND AN EASTERLY EXTENSION THEREOF FOR 560.97 FEET; THENCE SOUTH 01°38'48" EAST PARALLEL WITH AND 50.00 FEET EASTERLY OF AS MEASURED PERPENDICULARLY TO AN EASTERLY LINE OF SAID BLOCK 6 FOR 601.46 FEET; THENCE SOUTH 58°57'58" WEST PARALLEL WITH AND 50.00 EASTERLY OF AN EASTERLY LINE OF SAID BLOCK 6 FOR 369.29 FEET TO A POINT ON THE EASTERLY LINE OF LOT FOURTEEN (14), BLOCK (6), YORKTOWN PHASE I; THENCE SOUTH 17°58'36" WEST ALONG THE EASTERLY LINE OF SAID LOT 14 FOR 55.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH 88°34'18" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 14 FOR 127.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 01°25'18" EAST FOR 0.00 FEET TO A POINT OF CURVE; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF LOTS 14 THROUGH 30, BLOCK 6 FOR THE FOLLOWING 10 DESCRIBED COURSES: NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17°44'22", A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 07°28'53" WEST, AND A CHORD DISTANCE OF 15.48 FEET FOR AN ARC LENGTH OF 15.48 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33°42'55", A RADIUS OF 13.00 FEET, A CHORD BEARING OF NORTH 00°32'24" EAST, AND A CHORD DISTANCE OF 7.54 FEET FOR AN ARC LENGTH OF 7.65 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°23'51" EAST FOR 118.41 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 41°34'07", A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 38°10'55" EAST, AND A CHORD DISTANCE OF 124.20 FEET FOR AN ARC LENGTH OF 126.96 FEET TO A POINT OF TANGENCY; THENCE NORTH 58°57'58" EAST FOR 84.16 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY AND NORTHERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 60°36'48", A RADIUS OF 200.00 FEET, A CHORD BEARING OF NORTH 28°39'35" EAST, AND A CHORD DISTANCE OF 201.85 FEET FOR AN ARC LENGTH OF 211.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°38'48" WEST FOR 240.52 FEET TO A POINT OF CURVE (OR CURVATURE); THENCE NORTHERLY AND NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 64°50'25", A RADIUS OF 150.00 FEET, A CHORD BEARING OF NORTH 34°04'01" WEST AND A CHORD DISTANCE OF 160.84 FEET FOR AN ARC LENGTH OF 169.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 66°29'13" WEST FOR 225.40 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27°22'34", A RADIUS OF 113.00 FEET, A CHORD BEARING OF NORTH 80°10'30" WEST, AND A CHORD DISTANCE OF 53.89 FEET FOR AN ARC LENGTH OF 53.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 30, BLOCK 6; THENCE NORTH 02°30'31" EAST ALONG THE WESTERLY LINE OF SAID LOT 30 FOR 138.38 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; CONTAINING 223.435 SQUARE FEET OR 5.129 ACRES, MORE OR LESS;

AND

A TRACT OF LAND THAT IS PART OF BLOCK SEVEN (7), YORKTOWN PHASE I, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE NORTHWEST CORNER OF LOT NINETEEN (19), BLOCK SEVEN (7), YORKTOWN PHASE I; THENCE EASTERLY AND SOUTHERLY ALONG THE NORTHERLY AND EASTERLY LINES OF LOTS 19 THROUGH 15, BLOCK 7 FOR THE FOLLOWING 3 DESCRIBED COURSES: SOUTH 66°29'13" EAST FOR 102.55 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 64°50'25", A RADIUS OF 100.00 FEET, A CHORD BEARING OF SOUTH 34°04'01" EAST, AND A CHORD DISTANCE OF 107.23 FEET FOR AN ARC LENGTH OF 113.17 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°38'48" WEST FOR 231.16 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 7, YORKTOWN PHASE I; THENCE SOUTH 88°20'58" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 15 FOR 119.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 01°38'48" WEST ALONG THE WESTERLY LINE OF LOTS 15, 16, AND 17 OF SAID BLOCK 7 FOR 214.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE NORTH 66°29'13" WEST ALONG THE SOUTHERLY LINE OF LOTS 18 AND 19 FOR 91.49 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 23°30'47" EAST ALONG THE WESTERLY LINE OF SAID LOT 19 FOR 123.81 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; CONTAINING 45.739 SQUARE FEET OR 1.050 ACRES, MORE OR LESS.

THE TOTAL LAND AREA OF THE ABOVE DESCRIBED TRACTS CONTAINING 269,174 SQUARE FEET OR 6.179 ACRES, MORE OR LESS,

AND HAS CAUSED THE ABOVE DESCRIBED TRACTS OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 19 LOTS AND 2 BLOCKS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "YORKTOWN PHASE I AMENDED II", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE PUBLIC STREET RIGHTS-OF-WAY FOR E. 127TH ST. S. AND S. 3RD ST., AND THE MAJORITY OF UTILITY EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT WERE ORIGINALLY DEDICATED PER THE RECORDED SUBDIVISION PLAT OF YORKTOWN PHASE I (PLAT NO. 6249, FILED OF RECORD AT THE TULSA COUNTY CLERK'S OFFICE ON NOVEMBER 25, 2008). SUCH PUBLIC STREET RIGHTS-OF-WAY AND EASEMENTS SHALL BE RETAINED. IN ADDITION, PER THIS SUBDIVISION PLAT, NEW UTILITY EASEMENTS (DESIGNATED AS "UE" OR "UTILITY EASEMENTS" ON THE ACCOMPANYING PLAT) ARE HEREBY DEDICATED TO THE PUBLIC BEYOND THE ORIGINAL EASTERLY PLAT BOUNDARY OF THE YORKTOWN PHASE I PLAT. THE UTILITY EASEMENTS DESIGNATED AS "UE" OR "UTILITY EASEMENT" UPON THE ACCOMPANYING PLAT ARE 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 FOR THE USES AND PURPOSES AFORESAID. PROVIDED HOWEVER, THE OWNERS HEREBY RESERVE 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 HERIN 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 THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT. PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT 3 INCH BY 2 1/2 FEET EASEMENT ON THE SIDE OF THE LOT, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS 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 EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM 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.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF YORKTOWN PHASE I AMENDED II, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), 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 ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "YORKTOWN PHASE I" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 61) AS PROVIDED WITHIN SECTIONS 900A THROUGH 950A OF THE CITY OF JENKS ZONING CODE, AS THE SAME EXISTED ON JANUARY 1, 2007, (HEREINAFTER THE "JENKS ZONING CODE"), AND

WHEREAS PUD NO. 61 WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION AND APPROVED BY THE JENKS CITY COUNCIL, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INJURING TO AND ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNERS ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA, AND

WHEREAS, THE OWNERS DO HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (YORKTOWN PHASE I AMENDED II), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

EXISTING ZONING:	PUD / RS-2
PERMITTED USES:	
USE UNIT 6, SINGLE-FAMILY DWELLINGS.	
MINIMUM LOT WIDTH:	70 FEET
MINIMUM LOT AREA:	8,400 SQUARE FEET
MINIMUM DWELLING SIZE:	MINIMUM OF 2,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.
MINIMUM BUILDING SETBACKS:	
FROM W. 127TH ST. S. RIGHT-OF-WAY LIMITS:	25 FEET
FROM S. 3RD ST. RIGHT-OF-WAY LIMITS:	25 FEET
FROM SIDE LOT LINES:	5 FEET
FROM REAR LOT LINES:	25 FEET
MAXIMUM STRUCTURE HEIGHT:	
35 FEET, WITH THE EXCEPTION OF CHIMNEYS, CUPOLAS, OR OTHER ARCHITECTURAL STRUCTURES WHICH MAY EXTEND TO A MAXIMUM HEIGHT OF 45'.	

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNERS ESTABLISHED ADDITIONAL RESTRICTIONS FOR "YORKTOWN PHASE I" FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE RESIDENTIAL NEIGHBORHOODS WITHIN YORKTOWN PHASE I, AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, THEIR SUCCESSORS AND ASSIGNS.

THEREFORE, THE OWNERS DO HEREBY AND LIKEWISE IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS UPON THE LOTS WITHIN THIS SUBDIVISION PLAT (YORKTOWN PHASE I AMENDED II) WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS:

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW:

- NO BUILDING, FENCE, WALL OR LANDSCAPING SHALL BE ERECTED, PLACED OR ALTERED ON ANY RESIDENTIAL LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, LANDSCAPING PLANS, AND SPECIFICATIONS FOR ALL HOUSES TO BE BUILT, AND LANDSCAPING TO BE INSTALLED, ARE ON FILE WITH THE YORKTOWN ARCHITECTURAL COMMITTEE, OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE YORKTOWN 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 REMAINING MEMBER 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 FORESAID 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 BUILDING OR LANDSCAPING PLANS FOR 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, 2014, OR WHEN ONE-HUNDRED PERCENT (100%) OF THE HOUSES ON THE RESIDENTIAL LOTS HAVE BEEN BUILT; WHICHEVER OCCURS LAST. THEREAFTER, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE EXERCISED BY THE HOMEOWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

B. BUILDING MATERIAL REQUIREMENTS AND OTHER RESTRICTIONS APPLICABLE TO THE LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (YORKTOWN PHASE I AMENDED II), UNLESS OTHERWISE SPECIFIED AND SET FORTH BELOW.

- 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 CONSISTENT WITH BOTH THE COLOR AND QUALITY OF THE OTHER CONSTRUCTED HOMES WITHIN THE CARLISLE AT YORKTOWN NEIGHBORHOOD (BLOCKS 5 - 7, YORKTOWN PHASE I). THE MINIMUM ROOF PITCH SHALL BE AN 8/12 PITCH ON THE FORWARD FACING GABLES.
- EXTERIOR WALLS:
THE FIRST STORY EXTERIOR WALLS OF THE DWELLINGS ERECTED ON THE RESIDENTIAL LOTS WITHIN THIS SUBDIVISION SHALL BE SEVENTY-FIVE PERCENT (75%) 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 DWELLINGS TO BE CONSTRUCTED UPON LOTS WITHIN THIS SUBDIVISION SHALL CONTAIN A MINIMUM OF 2,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- MINIMUM LOT WIDTH: 70 FEET
- MINIMUM LOT AREA: 8,400 SQUARE FEET
- 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 CONSISTENT WITH THE STYLE AND QUALITY OF THE OTHER CONSTRUCTED HOMES WITHIN THE CARLISLE AT YORKTOWN NEIGHBORHOOD (BLOCKS 5 - 7, YORKTOWN PHASE I). A CHARGE FOR MAILBOXES WILL BE COLLECTED BY THE OWNER / DEVELOPER AT THE CLOSING OF EACH LOT.
- 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 WITHIN THIS SUBDIVISION, 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 AN RESIDENTIAL LOT, EXCEPT FOR CONSTRUCTION OR SALES TRAILERS WHICH MAY BE INSTALLED ON A TEMPORARY BASIS ONLY.

E. DETACHED STRUCTURES PROHIBITION:

NO DETACHED ACCESSORY STRUCTURE SHALL BE ALLOWED UPON ANY LOT WITHIN THE YORKTOWN DEVELOPMENT.

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 YORKTOWN PHASE I AMENDED.

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 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. ALL PROPOSED LANDSCAPING UPON EVERY LOT WITHIN THIS SUBDIVISION MUST RECEIVE APPROVAL BY THE ARCHITECTURAL COMMITTEE AS DESCRIBED UNDER SECTION III.A HEREOF.

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:

- 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 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, WITH THE EXCEPTION OF A POSSIBLE VINYL-COATED OR ACID-STAINED FENCE WITHIN THE LINEAR RESERVE AREAS ALONGSIDE THE REAR LOT LINES OF THOSE SUBDIVISION LOTS THAT ABUT THE PERIMETER OF THE YORKTOWN PROJECT.
- NO FENCE IN EXCESS OF SIX (6) FEET IN HEIGHT SHALL BE PERMITTED UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE IN WRITING.

K. GARAGE:

EACH DWELLING SHALL HAVE A GARAGE FOR AT LEAST TWO AUTOMOBILES. GLASS SHALL NOT BE PERMITTED IN GARAGE DOORS WITHOUT ARCHITECTURAL COMMITTEE APPROVAL.

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.

M. BUILDING REQUIREMENTS AND AMENDMENTS:

ANY MODIFICATIONS OR AMENDMENTS TO THE BUILDING AND/OR ARCHITECTURAL REQUIREMENTS LISTED UNDER THIS SECTION (SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS) SHALL ONLY BE ALLOWED WITH ARCHITECTURAL COMMITTEE APPROVAL AS DESCRIBED UNDER SECTION III.A HEREOF.

N. TRASH RECEPTACLES:

TRASH RECEPTACLES CANNOT BE LEFT CURBSIDE FOR MORE THAN A 24 HOUR PERIOD OF TIME. ALL TRASH RECEPTACLES SHALL BE KEPT INSIDE OF A GARAGE OR SCREENED FROM VIEW FROM ALL STREETS WITHIN THE SUBDIVISION.

SECTION IV. HOMEOWNERS ASSOCIATION

A. FORMATION OF MASTER AND NEIGHBORHOOD HOMEOWNERS ASSOCIATIONS

THE OWNERS OF YORKTOWN PHASE I FORMED A MASTER HOMEOWNERS ASSOCIATION (YORKTOWN MASTER HOMEOWNERS ASSOCIATION) WHICH IS THE PRINCIPLE HOMEOWNERS ASSOCIATION AFFECTING AND INCLUDING EACH OWNER OF A LOT OF RECORD WITHIN ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOOD COMMUNITIES, OF WHICH SAID MASTER HOMEOWNERS AND FUTURE DEVELOPMENT AREAS CONTAIN APPROXIMATELY 225 ACRES OF LAND AND ARE AS SHOWN WITHIN THE APPROVED YORKTOWN PLANNED UNIT DEVELOPMENT (PUD NO. 61). ADDITIONALLY, ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOOD COMMUNITIES SHALL ALSO BE MEMBERS OF A YORKTOWN NEIGHBORHOOD HOMEOWNERS ASSOCIATION CONSISTING OF DEFINED LOTS AND BLOCKS REPRESENTING THE INDIVIDUAL NEIGHBORHOODS WITHIN THE OVERALL YORKTOWN DEVELOPMENT COMMUNITY. THE YORKTOWN MASTER AND NEIGHBORHOOD HOMEOWNERS ASSOCIATIONS WILL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND ARE TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE OVERALL YORKTOWN COMMUNITY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE YORKTOWN COMMUNITY.

B. MEMBERSHIP

ANY OWNER OF A LOT IN THE OVERALL YORKTOWN COMMUNITY SHALL AUTOMATICALLY BECOME A MEMBER OF THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION FOR THAT RESPECTIVE NEIGHBORHOOD COMMUNITY IN WHICH SUCH LOT BELONGS. EACH NEIGHBORHOOD COMMUNITY SHALL LIKEWISE AUTOMATICALLY BECOME MEMBERS OF THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION (YMHA). MEMBERSHIP OF THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOODS COMPRISING THE OVERALL YORKTOWN COMMUNITY. IN ADDITION, OWNERS OF LOTS OF RECORD WITHIN THE PRESENTLY PLATTED AND DEVELOPED NEIGHBORHOOD COMMUNITY OF "WESTON AT WAKEFIELD" AND "WESTON II AT WAKEFIELD" SHALL BE ALLOWED TO PARTICIPATE IN THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION AND HAVE PRIVILEGES AND RIGHTS TO THE FULL USE & ENJOYMENT OF THE COMMUNITY POOL AND IMPROVEMENTS LOCATED WITHIN RESERVE AREA "G" OF YORKTOWN PHASE I, AND OTHER CERTAIN YORKTOWN COMMON AREAS AS TO BE SET FORTH BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION. SUCH LOT OWNERS SHALL BE ENTITLED TO THESE PRIVILEGES ON AN INDIVIDUAL BASIS, YEARLY, BY PAYING THE ANNUAL YMHA DUES (EQUAL TO AMOUNT PAID BY YORKTOWN RESIDENTS). THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES THAT HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, OTHER THAN CONTRACT SELLERS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT SITUATED WITHIN THE YORKTOWN COMMUNITY OR SUCH NEIGHBORHOOD COMMUNITIES THAT MAY BE ANNEXED OR MERGED INTO THE JURISDICTION OF THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION. OWNERSHIP OF A LOT SHALL BE THE SOLE QUALIFICATION OF MEMBERSHIP WITH RESPECT TO THOSE PROPERTY OWNERS IN YORKTOWN.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE OVERALL YORKTOWN COMMUNITY SHALL BE SUBJECT TO ASSESSMENT BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION THROUGH THEIR COMMUNITY MEMBERSHIP FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIMARY COMMON AREAS OF THE YORKTOWN PHASE I SUBDIVISION, WHICH CONSIST OF RESERVE AREAS "A", "B", "C" & U/E, "F" & U/E, "H" & U/E, "I" & U/E, "L" & U/E, "M" & U/E, "O", "P" & U/E, AND "Q" & U/E OF YORKTOWN PHASE I. EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE PRESENTLY PLATTED AND DEVELOPED NEIGHBORHOOD COMMUNITY OF "WESTON AT WAKEFIELD" AND "WESTON II AT WAKEFIELD" AND WITHIN OTHER LAND AREAS LOCATED OUTSIDE OF THE YORKTOWN COMMUNITY THAT MAY BE ANNEXED OR MERGED INTO THE JURISDICTION OF THE ASSOCIATION, WHO ELECT IN WRITING TO JOIN THE ASSOCIATION, AND HAVE SUCH PRIVILEGES AND RIGHTS TO THE FULL USE & ENJOYMENT OF THE COMMUNITY POOL AND IMPROVEMENTS LOCATED WITHIN RESERVE AREA "G" OF YORKTOWN PHASE I, AND OTHER CERTAIN YORKTOWN COMMUNITY COMMON AREAS AS SET FORTH OR TO BE SET FORTH BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION, SHALL BE SUBJECT TO ASSESSMENT BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION AT THE SAME FEE ASSESSMENT RATE AS RESIDENTIAL LOT OWNERS WITHIN THE OVERALL YORKTOWN COMMUNITY.

D. REQUIRED MOWING OF VACANT LOTS

THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE OVERALL YORKTOWN DEVELOPMENT COMMUNITY AFTER COMPLETION OF A 10 DAY NOTICE PERIOD TO THE LOT OWNER BY THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT EFFECTIVELY STATES THAT SAID LOT IS IN VIOLATION OF SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH OF THE JENKS CITY CODE. THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH SUBSECTION N.C OF THIS SECTION.

Yorktown Phase I Amended II

Deed of Dedication
Yorktown Phase I Amended II

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 OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, AND SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I AND II WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN YORKTOWN AND THE CITY OF JENKS AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN YORKTOWN SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR A PROPERTY OWNERS ASSOCIATION FORMED FOR THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY A PROPERTY OWNERS ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA. THE COVENANTS WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN YORKTOWN PHASE I, YORKTOWN PHASE I AMENDED, AND YORKTOWN PHASE I AMENDED II, AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS, AND SECTION IV, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS WITHIN PLYMOUTH AT YORKTOWN OR CARLISLE AT YORKTOWN, WHICHEVER NEIGHBORHOOD AREA DESIRES THE CHANGE. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: YORKTOWN TRADING COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 3RD DAY OF MAY, 2012.

YORKTOWN TRADING COMPANY, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: [Signature]
MANAGER

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 3RD DAY OF MAY, 2012, PERSONALLY APPEARED S. J. MURPHY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES:
JULY 27, 2015

COMMISSION NUMBER:
07007192

IN WITNESS WHEREOF: YORKTOWN LAND COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 3RD DAY OF MAY, 2012.

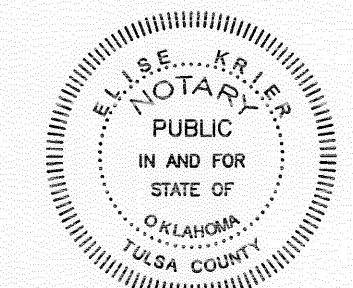
YORKTOWN LAND COMPANY, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: [Signature]
MANAGER

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 3RD DAY OF MAY, 2012, PERSONALLY APPEARED S. J. MURPHY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES:
JULY 27, 2015

COMMISSION NUMBER:
07007192

A REPLAT OF LOTS 14-30, BLOCK 6 AND LOTS 15-19, BLOCK 7, YORKTOWN PHASE I, AND
A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW/4) AND THE SOUTHEAST QUARTER (SE/4) OF
SECTION 6, TOWNSHIP 17 NORTH, RANGE 13 EAST, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

P.U.D. NO. 61

IN WITNESS WHEREOF: GREGORY G. GRUNEWALD, AND LAURA M. GRUNEWALD, HUSBAND AND WIFE, HAVE EXECUTED THIS INSTRUMENT THIS 3RD DAY OF MAY, 2012.

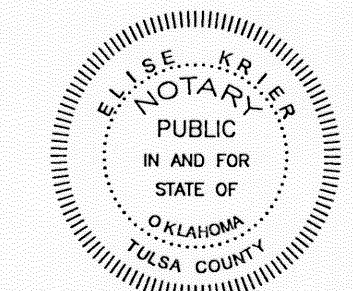
GREGORY G. GRUNEWALD
[Signature]

LAURA M. GRUNEWALD
[Signature]

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 3RD DAY OF MAY, 2012, PERSONALLY APPEARED GREGORY G. GRUNEWALD, AND LAURA M. GRUNEWALD, HUSBAND AND WIFE, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS HUSBAND AND WIFE, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC

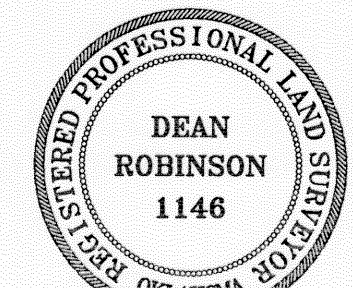


MY COMMISSION EXPIRES:
JULY 27, 2015

COMMISSION NUMBER:
07007192

CERTIFICATE OF SURVEY

I, DEAN ROBINSON, OF SISEMORE WEISZ & 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 "YORKTOWN PHASE I AMENDED II", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE 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.

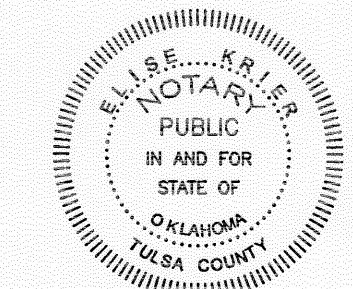


[Signature]
DEAN ROBINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 3 DAY OF May, 2012, PERSONALLY APPEARED DEAN ROBINSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES:
JULY 27, 2015

COMMISSION NUMBER:
07007192