

AMENDMENT TO DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF WOODCREEK VILLAS, A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

RECITALS

A. WALLACE PROPERTIES, INC., an Oklahoma Corporation, is the present owner of lots situated in WOODCREEK VILLAS, an Addition to the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat thereof (the "Addition") is the developer of the Addition.

B. WALLACE PROPERTIES, INC., prior to the sale of all lots in the Addition, desires to amend to the extent and in the manner hereinafter provided the Deed of Dedication and Restrictive Covenants of the Addition dated May 6, 2002, recorded May 14, 2002, in the Office of the County Clerk, Tulsa County, Oklahoma, as Document No. 02062607 and as a part and parcel of Plat No. 5612.

AMENDMENT

NOW, THEREFORE, the undersigned WALLACE PROPERTIES, INC., does hereby amend subsection "B" of Section III of the Deed of Dedication and Restrictive Covenants of the Addition by adding thereto the following provisions:

The correct Lots having 2,200 square feet minimum of finished heating living area in Block 1 are as follows:

Lot 7, 8, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36.

Except as herein specifically amended and modified, Plat No. 5612 and each of the terms and conditions of the Deed of Dedication and Restrictive Covenants of the Subdivision as recorded May 14, 2002, shall remain in full force and effect.

This Amendment shall be binding upon the undersigned owner, WALLACE PROPERTIES, INC., its successors and assigns and all persons and/or legal entities hereafter acquiring any interest in and to any part of the Addition or any lot or reserve area therein.

IN WITNESS WHEREOF, the undersigned WALLACE PROPERTIES, INC., has duly executed this Amendment effective for all purposes this _____ day of _____, 2002.

ATTEST: (S E A L)

WALLACE PROPERTIES, INC., an Oklahoma Corporation

By: _____ President

Section III

STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2002, personally appeared _____, to me know to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission Expires:

 Notary Public

 No. _____

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
WOODCREEK VILLAS

KNOW ALL MEN BY THESE PRESENTS:

THAT WALLACE PROPERTIES, INC., an Oklahoma Corporation, hereinafter referred to as the "Owner", is the Owner of the following described land:

All of the SW/4 NE/4 of Section 23, Township 18 North, Range 13 East, Tulsa County, Oklahoma,
AND

Lots 1, 2 and 3, Block 1 of COONCE-AIRVIEW Addition, a subdivision in the SE/4 NW/4 at Section 23, Township 18 North, Range 13 East, Tulsa County, Oklahoma, both parcels being more particularly described by metes and bounds, as follows, to-wit:

Beginning at the Southwest corner of said SW/4 NE/4; thence Due East along the South boundary of said SW/4 NE/4 a distance of 1324.87 feet to the Southeast corner of said SW/4 NE/4; thence N0°00'40"E along the East boundary of said SW/4 NE/4 a distance of 1321.25 feet to the Northeast corner of said SW/4 NE/4; thence S89°59'03"W along the North boundary of said SW/4 NE/4 a distance of 1325.47 feet to the Northwest corner of said SW/4 NE/4; thence S89°59'03"W along the North boundary of said SE/4 NW/4 a distance of 284.40 feet; thence S0°00'54"E a distance of 494.52 feet; thence N89°59'03"E along the North boundary of Lot 4, Block 1 of COONCE-AIRVIEW Addition, a subdivision in Tulsa County, Oklahoma, a distance of 284.40 feet to a point in the West boundary of said SW/4 NE/4; thence S0°00'54"E along the West boundary of said SW/4 NE/4 a distance of 826.36 feet to the point of beginning, containing 43.4077 Acres, more or less,

and has caused the same to be surveyed, staked and platted into Blocks, Lots and Streets and has designated the same WOODCREEK VILLAS, an Addition to the City of Jenks, Tulsa County, State of Oklahoma (the "Addition").

SECTION I

EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS:

The Owner 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, repairing, removing and replacing any and all Public Utilities, including storm and 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 Owner 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 re-laying 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 and to areas outside of the Plat. The Owner 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, that do not constitute an obstruction as aforesaid.

B. UNDERGROUND SERVICE:

1. Underground service lines for the supply of electric, telephone and cable television services may be located within the Utility Easements of the subdivision. Street light poles or standards may be served by underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the easement ways.
2. Underground service cables and gas service lines to all structures which may be located within 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 the Lot. Provided that upon the installation of 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 and non-exclusive right-of-way easement on the Lot, covering a five foot (5') strip extending 2.5 feet on each side of the service cable or line extending from the gas main, service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone and cable television and gas services, through its agents and employees, shall at all times have the right of access to all easements shown 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 electric, telephone or cable television or gas facilities installed by the supplier of the utility service.

4. The owner of 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 electric, telephone, cable television or gas facilities. Each 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 electric, telephone, cable television or gas service and the Owner of the Lot agrees to be bound hereby.

C. WATER SANITARY SEWER AND STORM SEWER SERVICE:

1. The Owner of each lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers 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 public water main, sanitary sewer main or storm sewer 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.
3. The City of Jenks, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains and storm sewers but the Owner shall pay for damage of 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 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 underground water, sanitary sewer or storm 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 agree 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 easement depicted on the accompanying Plat, or other wise 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 surface 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 affected Lot Owner and by the City of Jenks, Oklahoma. No Lot Owner shall allow or contribute to the degradation of ground or surface water on or across the Owner's lot in violation of environmental regulations of the United States, The State of Oklahoma or The City of Jenks.

F. Paving and Landscaping Within Easements. The Owner of the Lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by 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.

G. OTHER USES:

1. The easements hereby granted shall not be limited exclusively to access, restricted water line, 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.

H. LIMITS OF NO ACCESS:

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West 96th Street South and Nogales Avenue 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 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.

SECTION II

RESERVES

A. RESERVE AREA "A":

1. For the common use and benefit of the owners of lots within the Addition, and for the benefit of the City of Jenks, Oklahoma, the Owner/Developer herein establishes and grants perpetual easements on, over and across "Reserve A" as designated on the accompanying plat for the purposes of permitting the construction and maintenance of storm water detention facilities necessary to meet City of Jenks detention requirements applicable to the Addition, and for the further purposes of permitting the flow, conveyance, and discharge of storm water runoff from the various lots within the Addition, and from properties outside the Addition. The Reserve Area may also be utilized for park and open space uses as approved by the City Engineer.
2. Detention and drainage facilities constructed in detention easements shall be in accordance with adopted standards of the City of Jenks, and plans and specifications approved by the City of Jenks Engineering Department.
3. No fence, wall, building, or other obstruction may be placed or maintained in the detention easement areas, nor shall there be any alteration of the grades or contours in the easement areas unless approved by the City of Jenks Engineering Department.
4. In Reserve "A", the City of Jenks will only be responsible for maintenance of the Concrete Trickle Channel. All other maintenance shall be the responsibility of the Homeowners' Association.

The detention easement areas and facilities thereon located shall be maintained by the Homeowners' Association and the maintenance

shall be performed to the extent necessary to achieve the intended drainage and detention functions, including repair of appurtenances and removal of obstructions and siltation; provided, however, routine and customary grounds maintenance within the detention easement area and the maintenance of slopes shall be the obligation of a homeowners' association whose membership shall consist of the owners of lots within the Addition, and such maintenance shall be at the cost of the homeowners' association, and shall be in accordance with the following standards:

- (a) The detention easement areas shall be kept free of litter;
 - (b) The detention easement areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
5. In the event the homeowners' association should fail to properly maintain the detention easement areas and facilities thereon located as above provided, the City of Jenks, Oklahoma, or its designated contractor may enter the detention easement areas and perform such maintenance, and the cost thereof shall be paid by the homeowners' association.
6. In the event the homeowners' association fails to pay the cost of said 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 each of the lots within the Addition. Such cost of maintenance shall become a lien on all the Residential Lots (as hereinafter defined), which may be foreclosed by the City of Jenks, Oklahoma; or the City of Jenks or the Jenks Public Works Authority may add such billing prorata upon the Residential Lot owner's water bill, which method of collection shall be determined by the City of Jenks.

B. RESERVE AREA "B":

- 1. It is understood that Reserve "B" is contained within the 100 year flood plain. No obstructions or structures may be located within this reserve, except Storm Water Structures, approved by the City of Jenks, Oklahoma.

C. RESERVE AREAS "C" and "D":

- 1. These reserves are designated to be used for landscaping and/or the planting of trees.

D. RESERVE AREAS "E" and "F":

- 1. These reserves are designated to be used for landscaping and entry features. It is understood and agreed to by both the developer and homeowners association that video cameras may be used to monitor the use of both entries into the neighborhood, strictly for the enhancement of Public Health and Safety.

E. RESERVE AREAS "G" and "H":

1. These reserves may be used for playground, park areas or other amenities as agreed to by the homeowners association.

F. RESERVE AREA "I":

1. This reserve is designated to be used for a neighborhood pool.

G. ALL RESERVES:

1. All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the homeowners association. See Section V for additional details and requirements.
2. In the event the homeowners' association should fail to properly maintain the detention easement areas and facilities thereon located as above provided, the City of Jenks, Oklahoma, or its designated contractor may enter the detention easement areas and perform such maintenance, and the cost thereof shall be paid by the homeowners' association.
3. In the event the homeowners' association fails to pay the cost of said 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 each of the lots within the Addition. Such cost of maintenance shall become a lien on all the Residential Lots (as hereinafter defined), which may be foreclosed by the City of Jenks, Oklahoma; or the City of Jenks or the Jenks Public Works Authority may add such billing prorata upon the Residential Lot owner's water bill, which method of collection shall be determined by the City of Jenks.

SECTION III

PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, the Residential Development Area (as defined below) was submitted as a planned unit development (designated as PUD No. 20) as provided within Sections 900-970 of Chapter 9, Jenks Ordinance (Jenks Zoning Code), as the same existed on February 1, 1993, which PUD No. 20 was approved by the Jenks Planning Commission on September 27, 2001, and by the Council of the City of Jenks, Oklahoma, on October 1, 2001.

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 imple-

mentation and continued compliance with the approved planned until 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. 20 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. Minimum Square Footage:

All single family dwelling units located in Blocks 1 thru 4 shall have a minimum of 1,800 square feet of finished heated living area except the Lots and Blocks as follows which will have 2,200 square feet of living space:

Block 1, Lots 7 thru 36 and Block 4, Lots 15,16,17,21,23,32,33

All single family dwelling units located in Blocks 5 thru 8 shall have a minimum of 1,500 square feet of finished heated living area.

C. Residential Development Area:

All Lots in Blocks 1 thru 8, inclusive (hereinafter referred to as the "Residential Lots") and Reserve "A", "B", "C", "D", "E", "F", "G" and "H" (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 (2) automobiles and driveway sufficient to park two (2) automobiles behind the front property lines. The use of Reserve "A" shall be limited to a stormwater detention facilities and reserved for subsequent conveyance to a homeowners' association to be formed as set forth within Section V. The stormwater detention facilities which is to be constructed by the Owner/Developer and maintained by the Homeowners' Association. Construction of the facilities will be according to Plans approved by the Jenks City Engineer.

2. Fronting and Access Limitation:

Each dwelling shall face the front of the Lot as indicated by a 25 foot Building Line. No house shall front on West 96th Street South or Nogales 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.
- (b) Rear Yard: The minimum rear yard shall not be less than 20 feet except for Blocks 5 thru 8 where the back patio may extend into the 20 foot back yard.
- (c) Side Yard: The minimum side yard 5 feet in width. Except, side yards abutting a street shall not be less than 15 feet. Provided However, on corner lots any garage opening shall be set back not less than 20 feet from the street right-of-way line which abuts a side yard.
- (d) Dwelling Separation: Dwellings shall maintain a separation of not less than 10 feet as measured from the face of the exterior walls.
- (e) Easement Setbacks: No building, whether principal or accessory, shall encroach upon any building or any utility easement as depicted on the accompanying plat.
- (f) Fencing: Interior fencing or walls shall not extend beyond that point nearest the street at each end corner of the residence. Fences shall be constructed of wood, brick, stucco, natural stone or wrought iron. The back property line for lots backing to greenbelts may only be wrought iron or split double rail with blackcoated chain link. No barbed wire, chain link, meshed or other metal fencing is allowed. No fencing over six feet (6') tall is allowed unless approved by the architectural committee.

4. Signage:

A signage, entry features and guardshacks identifying the residential development may be located at the West 96th Street entrance not to exceed eight feet (8') in height nor 32 square feet of display surface area. One additional sign is allowed at the West "E" Street entrance. All signs must be erected within Signage Easements as shown on the attached Plat.

No sign of any kind shall be displayed to the public view on any lot. Except one sign of not more than five (5) square

feet advertising the property For Sale or Rent or signs used by a Builder to advertise the property during the construction and sales period.

5. Landscaping Requirements:

The front yards of all lots and side yards of all corner 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.

One tree shall be required planted in the front of of each Lot. No tree or shrub shall be planted within a Street Right-of-Way or Utility Easement. Species to be determined by the Architectural Committee.

SECTION IV

PRIVATE COVENANTS

For the purpose of providing an orderly development of the Addition and for maintaining conformity for the improvements therein, the following restrictions and Covenants are hereby imposed upon the use and occupancy of the lots within the Addition.

A. DEVELOPMENT AND CONSTRUCTION STANDARDS:

1. Architectural Committee:

A. An Architectural Committee is hereby formed and shall approve all Plans for any structure to be built on any Lot and shall also be responsible for interpreting the development and construction standards contained herein. The Architectural Committee shall consist of not less than one (1) nor more than three (3) members to be appointed by the Owner until residences have been constructed on all Lots in the Addition, and, thereafter, the Members of the Architectural Committee shall be appointed by the Association. Provided, However, that Owner may at any time, in its sole discretion, assign and transfer the responsibility for the appointment of the Architectural Committee to the Association.

B. Architectural Plans to be submitted and approved in accordance herewith shall include, at a minimum, the following with regard to each improvement to be constructed or situated upon any Lot in the Addition.

(1) An accurate Site Plan; and

(2) An accurate Floor Plan; and

- (3) All exterior elevations; and
 - (4) The composition of all roofing and external building materials.
2. All Lots shall be used for single family residential use only. No Lot shall be divided into two (2) or more separate Lots for the purpose of accommodating two (2) or more separate Owners or Dwellings.
 3. Each dwelling shall have an attached garage with storage facilities for at least two (2) cars. Driveways shall provide off-street parking space for minimum of two (2) cars.
 4. No white chat walks or driveways will be permitted. Materials may be brick or concrete. River gravel may be used for private walkways when compatible to design of residence, as approved by the Architectural Committee.
 5. No building shall be constructed on any Lot in the Addition which exceeds a height of more than two (2) stories except as duly approved by the Architectural Committee and Jenks Zoning Code.
 6. All roofs will be constructed with Heritage Heavy Compaction Weatherwood Composition, to be determined and approved by the Architectural Committee.

Roof Flashing: Exposed roof flashing, such as vent pipes and chimney covers, shall be painted.

Roof Pitch: No building shall have a roof pitch of less than 8/12. Provided However, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restrictions to permit a building having a portion of the roof, (not to exceed 20% of the total roof) to be at a pitch of less than 8/12. This waiver is primarily intended for dormers and back covered patios.

7. All exposed foundations shall be of brick or stone. No concrete blocks, poured concrete or any other foundation will be exposed. No stem walls will be exposed.
8. No building or part thereof, except open porches and terraces, shall be constructed and maintained on any lot nearer to the front property line than the building line on the Plat. All buildings must face the most restrictive building line.
9. No exterior antennas, including, but not limited to, television and "CB" radio, shall be erected anywhere in the Addition without the express approval of the Architectural Committee. Any other type of electronic reception device

(except television satellite dishes not exceeding twenty-four (24") in diameter, which are permitted), must be confined to the backyard and situated, fenced and landscaped to properly shield its view from adjacent Lot Owners in accordance with the express written approval of the Architectural Committee.

10. No building, fence, wall or any type of structure shall be placed, built, commenced, erected or maintained or altered until the Specifications, Plot Plan, Drainage and Grading Plans and other necessary information shall have been submitted and approved in writing by the Architectural Committee. In passing such Plans, Specifications, Plot Plans, Drainage and Grading Plans, the Architectural Committee may take into consideration the suitability of the proposed building or other structures, and of the material of which it is to be built, to the site upon which it is proposed to erect the same, and the harmony thereof with the surroundings and the effect of the building or other structures as planned on the view from the adjacent or neighboring property. All construction shall comply with the City of Jenks Ordinance and Building Codes.
11. No recreational vehicle, camper, boat, trailer shall be utilized as a temporary or permanent residence.
12. No structure previously erected upon another site shall be moved onto any lot.
13. No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
14. No animals livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No exotic animals as defined by Jenks City Codes shall be kept, bred or raised on any lot.
15. No Lot will be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction, and then the construction shall be completed within nine (9) months. All Lots shall be maintained in a neat and orderly condition at all times. Construction must begin within 18 months after the lot is purchased.
16. Recreational vehicles, boats, trailers, campers and other large recreational equipment shall not be stored on any lot for a period exceeding 24 hours, if in view of the street or adjacent Lot Owners. Any variation must be approved by the Homeowners' Association.

17. No inoperative vehicle or machinery shall be stored on any Lot, and each Lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.
18. The owner of each Lot shall maintain the surface drainage, either natural or artificial, over and across their Lot.
19. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from Public Streets and easements, and the City shall not be liable for any damages caused by reason of the discharge of any storm or surface water from a Public Street or easement on an adjacent lot. No 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 their Lot.
20. The First Floor of each dwelling will be Full Masonry, not including windows and beneath covered porches.
21. All mail boxes will be matching and construction material will be determined by the Architectural Committee. Numeric street identification lettering shall be displayed and be clearly identifiable from the Public Right-of-Way.
22. All exterior paint colors will be approved by the Architectural Committee.
23. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently. A temporary sales trailer and one temporary construction trailer may be permitted for use by the Owner/Developer until such time as 75% of the Residential Lots have been sold. No detached storage structures are allowed on any lot.
24. Clotheslines: Exposed clothesline poles or other outdoor drying apparatus are prohibited and no exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any Lot. The foregoing restrictions shall not prohibit the installation of underground garbage and trash storing devices.
25. Preservation of Trees: It shall be the duty and obligation of the owners of each lot to preserve and protect the trees located on such lot. The Association shall be responsible for protecting and preserving the trees on all Common Areas, which shall be a common expense. The owner of each lot shall make an effort to save all trees possible and shall exercise care to protect the root systems of all trees during construction.

SECTION V

HOMEOWNERS' ASSOCIATION

- A. Formation of Homeowners' Association: The Owner has formed or shall cause to be formed in accordance with the statutes of the State of Oklahoma The Woodcreek Villas Homeowners' Association, Inc., a Nonprofit Corporate Entity (herein referred to as the "Homeowners' Association"). The Homeowners' Association shall be formed for the general purposes of maintaining, Reserve "I", the community swimming pool, entryways, signage easements, Reserve "A", trees and other common areas and otherwise enhancing the value, desirability and attractiveness of the Addition.
- B. Membership: Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Homeowners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. The acceptance of a Deed to a Lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the Deed, whichever occurs last.
- C. Covenant for Assessments: The Owner and each subsequent Owner of a Lot, by acceptance of a Deed thereto, are deemed to Covenant and agree to pay to the Homeowners' Association an annual assessment which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest including, without limitation, all reserve areas designated on the Plat. Said assessments will be established by the Board of Directors in accordance with the Declaration and the Bylaws of the Homeowners' Association. An unpaid assessment shall be a lien against the Lot which it is made. The lien, however, shall be subordinate to the lien of any first mortgage.
- D. Enforcement Rights of the Association: Without limitation of such other powers and rights as the Homeowners' Association may have, the Homeowners' Association shall be deemed a beneficiary, to the same extent as a Lot Owner, of the various covenants set forth with this Deed of Dedication, and shall have the right to enforce all the covenants to the same extent as a Lot Owner.
- E. Reserve Areas "B", "C", "D", "E", "F", "G", "H" and "I":

All reserve areas shall be maintained by the Owner/Developer until such time as the Homeowners Association is formed in accordance with Section V. From and after said date, the Homeowners Association shall be responsible for the operation and maintenance of the Reserves and all costs and expenses associated therewith, including maintenance of various improvements and recreational facilities.

The Homeowners Association, and its members shall indemnify and hold harmless the City of Jenks, and its agents and

representatives, from any claims, liabilities or damages arising in connection with the ownership and use of the facilities and improvements constructed or situated in the Reserves.

The City of Jenks shall also have right, but not the obligation, to purchase Reserve "I" from the Homeowners Association in the event: (a) a County Treasurer's Certificate of Tax Sale by Assignment Certificate (the Tax Certificate) is issued by the County Treasurer of Tulsa County, Oklahoma, as the result of unpaid real property taxes covering Reserve "I" of "Woodcreek Villas"; and (b) the City of Jenks becomes the owner of the Tax Certificate or redeems the Tax Certificate according to Oklahoma law. The City of Jenks shall have sixty (60) days after satisfaction of 3(a) and 3(b) above, to purchase Reserve "I" of "Woodcreek Villas" from the Woodcreek Villas Homeowners Association for the sum of Ten Dollars (\$10.00). The Woodcreek Villas Homeowners Association shall deliver a conveyance to the City upon receipt of said purchase price.

SECTION VI

ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

- A. Enforcement and Duration: The covenants contained in Section III & IV hereof shall run with the land and shall be binding upon the undersigned Owner, its Grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of the recording hereof, after which time said covenants shall be automatically extended thereafter for successive periods of ten (10) years unless amended or terminated as hereafter provided. All other Sections of this Deed shall be specifically exempted from the aforesaid termination provisions.
- B. Amendment or Termination: The covenants contained in Section IV only may be amended or terminated at any time by instrument signed by the Owners of at least seventy-five percent (75 %) of the Lots of the Addition. Owner, however, reserves the right in its Sole Discretion to amend any of the terms or provisions of Section IV hereof so long as it is the Owner of any Lot in Addition. The amendment or termination of any term, covenant or item contained in any other Section of this Deed of Dedication must also be specifically approved by the applicable Utility Companies and the City of Jenks, Oklahoma or as otherwise required by applicable law.
- C. 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 set forth herein, which shall remain in full force and effect.

WITNESS OUR HAND THIS _____ DAY OF _____, 2002.

WALLACE PROPERTIES, INC.
an Oklahoma Corporation

By: _____
President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2002, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____

CERTIFICATE OF SURVEY

Jack C. Cox of Cox & Associates, Inc., Engineers of Tulsa, Oklahoma, hereby certifies that he has fully complied with the requirements of the Land Subdivision Code of the City of Jenks and the Subdivision Laws of the State of Oklahoma governing surveying, dividing and mapping of the land; That the Plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; that the Plat represents a survey made by him and that all monuments indicated thereof actually exist in their location, size and material are correctly shown.

Signed and Sealed this _____ day of _____, 2002.

COX & ASSOCIATES, INC.

By: _____
Jack C. Cox, Reg. Land Surveyor #531

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2002, personally appeared Jack C. Cox, to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Cox & Associates, Inc., for the uses and purposes therein set forth.

Notary Public

My Commission Expires: _____