

Elm Ridge
Deed of Dedication and Restrictive Covenants

Know all men by these presents:

The undersigned Elm Ridge, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer," is the Owner/Developer 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 THE NW/4 OF SECTION 31, T-18-N, R-13-E, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: THE WEST TEN (10) ACRES IF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4, NW/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDAN, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, CONTAINING 10 ACRES, MORE OR LESS.

And does hereby certify that the Owner/Developer has caused the same above described land to be surveyed, staked, platted, dedicated and access rights reserved, and subdivided into four (2) Blocks, thirty-eight (35) Lots, Reserve Areas, and Streets in conformity with the accompanying plat and has designated the same as "Elm Ridge", an Addition to the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

Now, therefore, the Owner/Developer, for the purpose of providing for the orderly development of the Subdivision and for the purpose of insuring adequate restrictions for the mutual benefit of the Owner/Developer, its successors, grantees and assigns, and the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only, does hereby impose the following restrictions and covenants, which shall be covenants running with the land and which shall be enforceable by the Owner/Developer or owners of any property within the Subdivision and by the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only.

Section 1. Streets and Utility Easements

The Owner/Developer does hereby dedicate for public use for utility purposes as set forth below the streets as depicted on the accompanying plat as Reserve Area "A" and 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 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/Developer and its assigns hereby reserves the right to construct, maintain, operate, lay and re-lay water lines, sewer lines, storm sewer lines, and other services, 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 and/or storm sewer services to the area included in the plat; provided the interior streets as depicted on the accompanying plat as Reserve Area "A" are herein designated as private streets for access and maintenance purposes for the common use and benefit of the property owners within the residential subdivision all as provided in Section 4 below. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each property 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 therein shall be deemed to prohibit drives, parking areas, curbing, fencing and landscaping that do not constitute an obstruction.

All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks. Interior sidewalks shall have periodic stamped or colored concrete areas to match the Entry and Cul-de-sac designed area and shall be located on the west side of South Ash Street and on one side of all 20 foot roadways to a point that ADA crossings can be established.

1.1 Electric, Telephone, Cable Television and Other Services

1.1.1 Street light poles and standards shall be served by underground cable. All supply lines in the Subdivision, including electric, telephone, cable television and gas lines shall be located underground, in the easement-ways dedicated for general utility services and in the public streets as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

1.1.2 Underground service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, gas main or transformer to the point of usage determined by the location of construction of such structures as may be located upon the lot, provided that, upon installation of a service line to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on the lot, covering a five-foot strip extending 2.5 feet on each side of the service line, extending from the service pedestal, gas main or transformer to the service entrance on the structure. This easement shall terminate when said service line is no longer in use by the supplier.

1.1.3 The supplier of electric, telephone, cable television, gas and other utility services, through its agents and employees, shall at all times have right of access to all utility easements depicted on the attached 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, cable television, or gas facilities or other utility services installed by the supplier of the utility service.

1.1.4 The owner of the lot shall be responsible for the protection of the underground electric, telephone, cable television, gas and other utility service facilities located on their property, and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone, cable television, gas and other utility service facilities. The supplier of service shall be responsible for ordinary maintenance of the 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. Said alterations of grade and limitation of construction activities shall be limited to easements and does not apply to areas outside of the easements designated on the Plat.

1.1.5 The foregoing covenants concerning underground electric, telephone, cable television facilities and other services shall be enforceable by the supplier of the electric, telephone, cable television service or other services, and the owner of the lot agrees to be bound hereby.

1.2 Water and Sanitary Sewer Service

1.2.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, or public sanitary sewer main. Waterlines less than 6" diameter and sanitary sewer lines less than 8" diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the lot owner served by said service lines. 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 or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Further, each owner shall pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors, including but not limited to damages, repair or relocation caused by the alteration of grade.

1.2.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sewer mains, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.2.3 The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.2.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of each lot agrees to be bound hereby.

1.3 Gas Service

1.3.1 The supplier of gas service shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of gas facilities installed by the supplier of gas service.

1.3.2 The owner of each lot shall be responsible for the protection of the underground gas facilities located on their lot, and the alteration of grade or any construction activity which may interfere with the underground gas facilities shall be prohibited. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or their agent or contractors.

1.3.3 The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and the owner of the lot agrees to be bound hereby.

1.4 Storm Sewer

1.4.1 The owner of each lot shall be responsible for the protection of the public storm sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. 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 storm sewer main, or any construction activity which would interfere with storm sewer mains, shall be prohibited. Further, each owner shall pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors, including but not limited to damages, repair or relocation caused by the alteration of grade.

1.4.2 The City of Jenks, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

1.4.3 Subject to Section 1.5, no permanent fence (except for a wood fence approved by the Architectural Committee), permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

1.4.4 The City of Jenks, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.

1.4.5 The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Jenks, or it's successor, and the owner of each lot agrees to be bound hereby.

**1.5 Landscaping and other
Improvements within Easements**

1.5.1 The owner of the lot affected shall be responsible for the repair of any landscaping, paving, fencing or other improvements affected by necessary 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 supplier of utility service shall use reasonable care in the performance of such activities.

1.6 Entryway Fence and Landscape Easement.

1.6.1 The Owner/Developer does hereby dedicate for use by the Home Owners' Association an easement, as depicted on the accompanying plat as "F & L/S" for the several purposes of constructing, maintaining, operating, repairing, replacing and/or removing the fence along 116th Street South and entry way landscaping as deemed necessary or desirable by the Home Owners' Association.

**Section 2. Planned Unit
Development Restrictions**

"Elm Ridge" was filed as a planned unit development (PUD No.84) which was approved by the City of Jenks planning commission on July 25, 2013, and by the Jenks City Council on August 5, 2013. The planned unit development provisions of the City of Jenks zoning code, require the establishment of covenants of record inuring to and enforceable by the City of Jenks, sufficient to assure the implementation and continued compliance with the PUD, and any amendments thereto. 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.

2.1 Development Standards

Land area (net): 10 Acres

Permitted Uses: Uses permitted as a matter of right in the RS-2 (single family residential) zoning of the City of Jenks zoning code, along with customary and accessory uses, including but not limited to landscaped entrances and other uses which may be incidental thereto.

Maximum number of dwelling units: 38

Minimum lot width: 50 ft.

Minimum lot area: 5,000 sq. Ft.

Maximum building height: 35 ft.

Minimum yard requirements:

Front yard 20 ft.

Side yard 5 ft.

Exterior side yard 10 ft.

Rear yard 15 ft.

Note: driveway access is not allowed from exterior side yards except for lot 11, block 1 and lot 1, Block 2.

Private streets:

Minimum right-of-way width on the main collector street will be 50 feet with 26 feet of paving. The side streets will have a minimum right-of-way of 30 feet with 20 feet of paving. Streets shall be constructed to meet the standards of the City of Jenks for minor residential public streets.

All 20 foot wide roadways are restricted to providing access to greater than 4 residential units.

Signs:

One entry identification sign on each side of the entry or a double sided center island sign. The maximum display surface shall be 32 square feet per sign surface. The 20 foot roadways will be designated with no parking signs. The no parking signs can be designed by the HOA but shall be enforceable by the City of Jenks as a Planned Unit Development Standard.

2.2 Living area computation and minimum square footage: the computation of living area shall not include garages, porches, detached living space, or attics. The minimum square footage of living area for all dwellings shall be 2200 square feet.

2.3 Foundation/Stemwalls: Foundation and stemwalls shall be covered with brick, stone, or stucco.

2.4 Garages:

2.4.1 Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

2.5 Fences:

2.5.1 No fencing shall extend beyond the front building line, or the side building line on a corner lot, of any residence.

2.5.2 If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each end corner of the home, except as noted in paragraph

2.5.4 below.

2.5.3 Fences shall be wood, brick, stone, stucco, (with Architectural Committee approval), or wrought iron and must be approved by the Architectural Committee.

2.5.4 Ornamental fences only, not exceeding three and one half (3½) feet in height, compatible with the architecture of the residence, may be built forward of the building line shown on the plat with written approval of the Architectural Committee.

2.5.5 Fences may not exceed 6 feet in height, except developer installed perimeter fence.

2.5.6 Fences constructed between residences shall be subject to the provisions of 2.3(d) above.

2.6 Roof Material: Roofing shall be self-sealing Tamko Heritage 30 year weatherwood composition shingles or equivalent; providing, however, in the event such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon a determination of the Architectural Committee that the proposed alternative is of comparable or better quality and of a design and quality which is compatible with the roofing first described.

2.7 Landscape: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after final inspection, whichever occurs first.

2.8 Roof Pitch: Residences shall have a roof pitch of at least 6/12 over 80% of the roof area. Provided however the Architectural Committee may waive this restriction for an area of the roof not to exceed 20%. This criteria is primarily intended for dormers and back covered patios.

2.9 Masonry: The first floor of each dwelling will have 100% masonry, not including windows and beneath covered porches

2.10 Minimum Trees: If a lot does not have a minimum of 1 existing tree in what will be the front yard the property owner/builder, within 60 days of completion of construction, shall plant one 2" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

2.2 Private Street Standards

2.2.1 The Owner/Developer of "Elm Ridge" and its successors and assigns, herein covenants as follows with the City of Jenks, Oklahoma, which covenants shall run with the land, inure to the benefit of and be enforceable by the City of Jenks, Oklahoma, and to the Home Owners' Association of "Elm Ridge". Construction of the private streets depicted within the accompanying plat shall include but not be limited to the following:

- (i) Quality and thickness specifications for gutters, base, and paving materials to meet or exceed the now existing engineering design criteria of the City of Jenks.
- (ii) Surfacing width of not less than 26' measured from back-of-curb to back-of-curb on the main collector street. Surfacing width of not less than 20' measured from back-of-curb to

- back-of-curb on the side streets.
- (iii) Mountable or stand up curbing and guttering.

2.2.2 All private streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at his expense, and in compliance with the engineering design standards of the City of Jenks.

2.2.3 Beginning one year following the completed inspection of the streets as required by Section 4.1.4(ii) below, the home owners within "Elm Ridge" shall be solely responsible for the maintenance and upkeep of the private streets, private storm sewers, controlled access gate and private entryway feature, private landscape features, decorative street lights, and other amenities that are for the exclusive use and enjoyment of "Elm Ridge" home owners.

Section 3. Surface Drainage

3.1 Surface Drainage

3.1.1 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. No property 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. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Jenks. The property owner shall prevent the alteration of grade within all easement areas or allow any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities. The covenants set forth in this paragraph shall be enforceable by any affected property owner and by the City of Jenks, Oklahoma.

Section 4. Reserve areas, Perimeter Fencing and Landscaping

4.1 Reserve Area "A"

4.1.1 In the event of any ambiguity of any word or term set forth in this Section 4, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks zoning code, as the same existed on January 1, 2003, or as subsequently amended.

4.1.2 The interior streets within the residential subdivision, depicted on the accompanying plat as Reserve Area "A", are herein dedicated by the Owner/Developer as private streets for the common use and benefit of the property owners within the residential subdivision, and their guests and invitees, for the purpose of providing vehicular and pedestrian access to and from the various lots, to and from the public streets, and for providing entrance security facilities and decorative fencing and landscaping, and are reserved for subsequent conveyance to a Home Owners' Association as set forth within the "Elm Ridge" declaration of covenants, conditions and restrictions which document is or shall be filed of record with the County Clerk, Tulsa

County, Oklahoma.

4.1.3 The Owner/Developer hereby grants to the City of Jenks, the United States Postal Service, any utility providing utility service to the residential subdivision, and to any refuse collection service which provides service within the residential subdivision, a perpetual easement on, under, over, and across Reserve Area "A" for purposes of:

- (i) Entering and traversing the private drives;
- (ii) Operating all service, maintenance, emergency and government vehicles (including but not limited to, police and fire vehicles and equipment);
- (iii) Providing for such service, repair, replacement and maintenance as the respective service provider requires, including equipment; and
- (iv) Laying, building or constructing such utility facilities as when completed will not preclude the purposes set forth in Section 4.1.2 herein

4.1.4 The Owner/Developer, for himself and his successors, hereby covenants with the individual property owners, and the Home Owners' Association as set forth in Section 6 herein, which covenants shall run with the land and inure to the benefit of the individual property and the Home Owners' Association, and shall be enforceable by them jointly and severally, to:

- (i) Construct street surfacing extending the full length of the private streets depicted within the accompanying plat which construction shall meet or exceed the now existing specifications of the City of Jenks, applicable to minor residential public streets; and
- (ii) Secure inspection of the private streets by a private engineering or inspection firm in accordance with the standard of inspection of minor residential public streets.

4.1.5 The covenants 4.1.4(i) and 4.1.4(ii) set forth herein above shall be deemed conclusively satisfied upon the Owner/Developer securing the inspection described in Section 4.1.4(ii) if that inspection confirms that the construction described in Section 4.1.4(i) is performed according to the specifications set forth therein, then after Owner/Developer secures such an inspection, Owner/Developer shall have no further duty to construct or inspect as described in Section 4.1.4.

4.1.6. The Owner/Developer acknowledges for himself and his successors in title that the City of Jenks shall have no duty to maintain any of the private streets within the residential subdivision, nor have any implied obligation to accept any subsequent tender of dedication of any private street within the residential subdivision.

4.1.7 Except with respect to facilities associated with utilities, facilities constructed within reserve areas shall be maintained by the Home Owners' Association comprised of the owners of the residential lots within the subdivision. Such maintenance shall be at the cost of the Home Owners' Association as set forth within the "Elm Ridge" declaration of covenants, conditions, and restrictions or bylaws, which document is or shall be filed of record with the County Clerk, Tulsa County, Oklahoma. Such maintenance shall be performed to the extent necessary to achieve reserve areas intended purpose and functions as set forth in Sections 4.1.2 and 4.1.3

herein above.

4.1.8 The Owner/Developer does hereby establish and grant an easement over the areas designated as "Reserve Area A" for the purposes of constructing streets and islands for landscaping, the erection of entry gates, and fencing along street right-of-way. All reserve areas shall be owned by the Home Owners' Association and maintenance responsibility of said reserve areas, as well as the structures constructed thereon, shall be enforced and maintained by the ElmRidge Home Owners' Association and all costs shall be borne by the Home Owners' Association.

4.2 Reserve Areas "B,C"

4.2.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, OK, the owner/developer does hereby establish and grant perpetual easements on, over, and across Reserves "B,C" for the purpose of permitting the flow, conveyance, detention and discharge of storm water runoff from the various lots within Elm Ridge and from properties not included in Elm Ridge.

4.2.1 Detention and other drainage facilities constructed within Reserves "B,C" shall be in accordance with standards and specifications approved by the City of Jenks, Oklahoma.

4.2.3 Detention and other drainage facilities constructed within Reserves "B,C" shall be conveyed to and maintained by a Homeowners' Association comprised of the owners of residential lots within the subdivision. Maintenance shall be performed to the extent necessary to achieve the intended drainage and detention function including repair of erosion and appurtenances and removal of debris, obstructions, and siltation, and performance of routine and customary grounds maintenance within the storm water detention easement area. Maintenance shall be at the cost of the applicable Homeowners' Association as set forth under Section 6, and shall be in accordance with the following standards:

- (i) The detention easement area shall be kept free of litter.
- (ii) The detention easement area shall be mowed during the growing season at intervals not exceeding 4 weeks.

4.2.4 In the event the drainage/detention easement areas should fail to be properly maintained as above provided, the City of Jenks, Oklahoma, or its designated contractor, may enter the drainage/detention easement area and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

4.2.5 In the event the Homeowners' Association, after receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserves "B,C" as above set forth, the City of Jenks, OK, may file of record a copy of the statement of costs. Thereafter the costs shall be a lien against each residential lot within Elm Ridge. Provided however, the lien against each residential lot shall be limited to 1/35 of the costs. The City of Jenks or the Jenks Public Works Authority may then collect such costs by adding such costs to residential lot owners water billing fees within Elm Ridge.

4.2.6 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.2.7 In addition to above described purposes and restrictions of Reserves "B,C", this area shall additionally serve as recreational open space for residents of Elm Ridge.

4.3 Conveyance and Maintenance of All Reserve Areas

4.3.1 All Reserve Areas shown on the accompanying Plat are reserved for subsequent conveyance to a Homeowners' Association comprised of the owners of residential lots within the subdivision as set forth under Section 6. The Homeowners' Association shall perform all maintenance to the extent necessary to achieve the intended purpose of each Reserve Area. Maintenance shall be at the cost of the applicable Homeowners' Association as set forth under Section 6.

Section 5. Limits of No Access

5.1 The Owner/Developer and each owner of a lot hereby relinquishes rights of vehicular ingress or egress from any portion of the property 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, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

Section 6. Elm Ridge Homeowners' Association

6.1 Elm Ridge Home Owners' Association: The Owner/Developer shall cause to be formed in conjunction with "Elm Ridge" an association of the owners of the lots within this plat hereinafter referred to as the "Elm Ridge Home Owners' Association" to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, including, but not without limitation, common areas, landscaping, fencing, reserves, detention facilities, and enhancing the value, desirability and attractiveness, as well as the maintenance of the right of way along and adjacent to the property along 116th Street South.

6.2 Membership: Every person or entity who is a record of the fee interest of a lot shall be a member of the Elm Ridge Home Owners' Association. Membership shall be mandatory and 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 Elm Ridge Home Owners' Association as of the date of its incorporation, or as in time of the date of recording of the deed, whichever occurs last.

6.3 Covenant for Assessments: The owner and each subsequent owner of a lot, by acceptance of a deed therefor, covenants and agrees to pay to the Elm Ridge Home Owners' Association dues and assessments to be established by the board of directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot. Notwithstanding anything herein to the contrary, Owner/Developer shall not be obligated to pay any assessment on any lot within Elm Ridge owned by the Owner Developer until the Class B Membership as provided in the By-Laws of the Home Owners' Association shall have terminated.

6.4 Certain Rights of the Association: Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary, the same extent as a property owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a property owner.

Section 7. Architectural Committee

7.1 An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Owner/Developer shall be the designated Architectural Committee. The committee may appoint additional members. At a point agreeable to Owner/Developer, a duly elected Architectural Committee shall be formed consisting of members of the Elm Ridge Home Owners' Association. No building, fence, wall, free standing mailbox or any other improvements or structure may be commenced, erected, constructed or placed on any lot in the Subdivision without the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall be submitted in duplicate and shall include, at a minimum, the following, as applicable, with regard to each improvement to be constructed on any lot in the Subdivision, which must be approved prior to submittal to the City of Jenks for a Building Permit.

- (1) An accurate site plan;
- (2) Square footage verification in such form as acceptable to the Architectural Committee;
- (3) All exterior elevations;
- (4) Any other plans or information requiring the approval of the City or the Jenks Planning Commission pursuant to Section II of this Deed of Dedication;
- (5) Details regarding the composition of all roofing and external building materials, including color schemes;
- (6) Drainage and grading plans; and
- (7) Any other plans or details required by the Architectural Committee.

In passing upon 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, the harmony thereof with the surrounding buildings and lots and the effect of the building or other structures as planned on the view from the adjacent or neighboring lots.

In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the

Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted as herein required within fourteen (14) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. 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 its 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. No bright or offensive colors and no ornamental statues or other artifacts as determined by the Architectural Committee shall be used. 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, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

7.3 Carports are not permitted.

7.4 Driveway width shall not exceed the overall width of the garage.

7.5 Driveways: Driveways are required on each lot, and shall be constructed of all weather surface such as concrete, brick, or other masonry materials acceptable to the Architectural Committee. Driveways must extend from street to garage door opening. Curbs shall be cut with a concrete saw for removal of the curb.

7.6 Pre-existing Buildings: No pre-existing or offsite built residence or building may be moved onto any lot; provided however that the Owner/Developer of the subdivision, may maintain a sales office in a temporary structure for the sale of lots in the subdivision.

7.7 Out Buildings: Outdoor storage buildings are not permitted. Further, no other permanent structures such as gazebos, cabanas or detached garages shall be constructed on any lot without prior written approval from the Architectural Committee. If approved, such out building shall be compatible in material and style with the primary residence.

7.8 Garage/Yard Sales: Garage/yard sales or other similar types of sales are limited to two per year and is to be a community (neighborhood) sale.

7.9 Screening of Ground Mounted Equipment: HVAC, solar heating equipment, and pool equipment shall be screened from adjacent property owners with sufficient landscaping or fencing.

7.10 Pools: Above ground swimming pools are prohibited. Any pool or spa shall be in-ground and permanent. Lots with swimming pools shall have sufficient security fencing as required by City of Jenks Code or any other city, county, state or other law or regulation applicable thereto. Swimming pool ancillary equipment shall be shielded from view from the street and adjacent lots.

7.11 Lighting: Exterior lighting, except temporary seasonal decorative lighting (35 days or

less) and low voltage landscape lighting, is limited to non-glare bulbs or shielded fixtures, and shall not be on the inactive side of house.

7.12 Antennas: No exterior radio or television tower, aerial or antenna shall be located upon any lot; provided however, a satellite dish no greater than 22 inches in diameter may be installed with the approval of the Architectural Committee; provided further, no more than one satellite dish shall be installed upon each lot and shall be located only on the active side and shall not be visible from the street. The location of any such satellite dish must be approved by the Architectural Committee and shall be, whenever possible, such that the satellite dish is not visible from any public or private street.

7.13 Roof Mounted Equipment: Roof mounted equipment, including mechanical, air conditioning, and solar equipment; is not allowed. This provision shall not include satellite dishes.

7.14 Recreational Vehicles: No campers, boats, trailers, motor homes or other recreational vehicles or inoperative vehicles shall be parked or stored in the Subdivision for a period to exceed seventy-two (72) hours except within an enclosed garage, which garage door must be closed except for normal operation for entering and exiting the garage.

7.15 Athletic and Recreational equipment: No athletic, recreational or play equipment shall be placed either permanently or temporarily on any lot at a location that would allow such equipment to be viewed from the street.

7.16 Clean Lots: Each lot shall be maintained in a neat and orderly manner free of clutter, rubbish, trash or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass. Grass and landscaping shall be maintained on a regular basis. Trash containers, except during periods of collection, shall be stored out of view from the public and from adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

7.17 Clothes Lines: Exposed clothes line poles or outdoor clothes drying apparatus is not permitted on any lot.

7.18 Upkeep: All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times. In case of a dispute concerning these matters, the Architectural Committee or the officers and directors of the Home Owners' Association shall be final.

7.19 Signs: No sign or other advertising of any kind shall be placed or maintained on any lot longer than 24 hours, except that neatly painted real estate signs of standard size may be placed in the front yard of a residence that is "for sale". The Architectural Committee may approve other signs upon written request.

7.20 Mailbox: So long as a rural type mailbox is in use under this plat by the United States Postal Service, all mailboxes and mailbox pedestals shall conform in design to the specific plan approved by the Architectural Committee and the location and design shall conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the

front face is approximately 6 inches from the face of the curb and 6 feet from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom of the mailbox shall be 38 inches from street level. A mailbox may be located on an adjacent property if required by Post Office Rules.

7.21 Fireplace: Fireplace chimneys fronting on any interior street, whether pre-fab or full masonry, shall be veneered with brick, stone, or stucco. All non-masonry fireplace chimneys not fronting a street shall have an Architectural Committee approved single style terminator cap.

7.22 Rooftop Protrusions: Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted to match shingles.

7.23 Storage and Materials: No lot shall be used for the storage of materials for greater than thirty (30) days prior to the start of construction. Construction shall be complete within nine (9) months. The owner of the lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

7.24 Irrigation Systems: Each property owner shall install, operate, and maintain an underground irrigation or sprinkling system for the purpose of properly irrigating and watering the trees and landscaping. All landscape irrigation systems are to be monitored and maintained so as to not overwater and cause excessive runoff to adjacent properties and streets.

7.25 Drainage: Each property owner shall consult and follow the final grading plan filed at the City of Jenks. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If it is discovered that a lot has not been graded properly, the property owner who is at fault must make immediate changes to bring said lot into accordance with the drainage plan.

7.26 Retaining Walls: Retaining walls shall be brick, stone, stucco or decorative concrete block. Railroad tie retaining walls are not permitted. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

7.27 Washing out of Concrete Trucks or Concrete Spills: Ready mix concrete trucks may wash out only at a location approved by Owner/Developer. Property owners shall be responsible to other property owners for assuring that concrete delivered to their lot remains on their lot. The property owner shall be held responsible for cleanup if concrete delivered to a lot is spilled or washed onto streets or other lots.

7.28 Garbage: Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection.

7.29 Elevations: Residences with the same front architectural elevation shall be separated as determined by Architectural Committee.

7.30 Animals: No livestock, swine or poultry shall be raised, bred, or kept at any residence or on any lot. Common household pets (not to exceed two animals) may be kept provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors.

7.31 Windows: All window frames and doors shall be either wood, fiberglass, vinyl clad wood or vinyl.

7.32 Noise: No noxious, loud, annoying or offensive activity shall be carried out upon any lot nor shall anything be done thereon which that may be or may become an annoyance or nuisance to the neighborhood.

7.33 Guttering: Homes with guttering shall disperse water in the same direction as the natural water flow of the lot. Whenever possible, guttering shall direct water toward the street, or toward a storm sewer inlet designed to collect said water. Full guttering is required for all homes. Tight lines shall be used as necessary to divert water so as to not affect adjacent properties and shall be directed to the street where possible.

7.34 Erosion Control: The owner of each lot shall be responsible at all times for the maintenance of appropriate erosion control measures as required by the City of Jenks policies.

7.35 Utility Transformers. All transformers and similar equipment located on a lot shall be screened from view where reasonably possible.

7.36 Law Compliance: Each owner shall promptly and properly comply with all federal, state, county, or local laws, statutes, ordinances, rules, and regulations regarding use and occupancy of owner's property and construction and maintenance of any improvements thereon, including, but not limited to, applicable zoning, land use, and health and safety issues.

7.37 Leasing: In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the Elm Ridge Home Owners' Association, and the terms and conditions of the restrictive covenants set forth herein. The owner shall provide a copy of the covenants to the tenant. The owner shall insure that the tenant complies with the covenants and requirements herein; and shall provide the undersigned Owner/Developer and the then president of the Home Owners' Association with the name and phone number of the tenant and the address and phone number where the property owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he is aware that compliance with the terms and conditions of the covenants is the owner's ultimate responsibility regardless of any agreement between the owner and the tenant and any action or inaction on the part of the tenant.

7.38 These restrictive covenants, together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum effect to the

intent of the undersigned. The failure of the grantor or any successor in title to enforce any given restriction, covenant, or condition, at any time or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes or the overall appearance of the subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

7.39 The Owner/Developer reserves the right in its sole discretion and without joinder of any of the owners of any other lot at any times, so long as it is owner of one or more lots, to amend, revise or abolish any one or more of the above covenants and restrictions contained in this Section 7 by instrument duly executed and acknowledged by it as Owner/Developer and filed in the County Clerk's office of Tulsa County, Oklahoma. Subsequent to the formation of the Elm Ridge Home Owners' Association, the Owner/Developer may assign this reservation to the Association. However, the Bylaws and Certificate of Incorporation of the Association shall provide that a (any) covenant shall not be changed or abolished unless approved by sixty five (65) percent of the members of the Association.

Section 8. Enforcement, Duration, Amendment, and Termination

8.1 The restrictions herein set forth are covenants to run with the land and shall be binding upon the undersigned Owner/Developer, its grantees, successors and assigns and all parties claiming under it for a period of twenty-five (25) years from the date of recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If any owner, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

8.2 The covenants contained within Section 1, Streets and Utility Easement, Section 2 Planned Unit Development Restrictions, Section 3 Surface Drainage, Section 4 Reserve Areas Perimeter Fencing and Landscaping, Section 5 Limits of No Access, and Section 6 Elm Ridge Homeowners' Association herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of at least sixty five percent (65%) of the lots in the Subdivision and approved by the Jenks Planning Commission and the Jenks City Council. All other covenants may be amended or terminated by a written instrument signed and acknowledged by the owners of at least sixty five percent (65%) of the lots in the Subdivision; PROVIDING, HOWEVER, that so long as the Owner/Developer owns any lot in the Subdivision any such amendment must be approved in writing by the Owner/Developer. The Owner/Developer may delegate its right to approve any such amendment to the Architectural Committee. Any such amendment shall be effective from and after the date it is properly executed and recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

8.3 At any time prior to the termination of the Class B Membership in the Home Owners' Association as set forth in the Bylaws of the Home Owners' Association, the Owner/Developer

may specifically assign its rights and obligations hereunder in the capacity of “Owner/Developer” and the successor shall succeed to such rights and obligations as if original designated Owner/Developer hereunder.

8.4 In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks zoning code as the same existed on January 1, 2003 or as subsequently amended.

In witness whereof, the undersigned Owner/Developer has caused this instrument to be executed this _____ day of _____, 2014.

Elm Ridge, LLC, an Oklahoma limited liability company

by: _____
Charles Wollmershauser, manager

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 _____, 2014, personally appeared Charles Wollmershauser to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as it's manager and acknowledged to me that he executed the same as his free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

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

Notary

My commission no. _____
Expires _____

Certificate of Survey

I, _____, a 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 'Elm Ridge', an addition to 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 of this date, signed and sealed this ____ Day of _____, 2014.

Registered Professional Land Surveyor Oklahoma No. _____

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 _____, 2014, personally appeared _____ to me known to be the identical person who subscribed his name as registered land surveyor to the foregoing certificate, as his free and voluntary act and deed, for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Notary

My commission no. _____
Expires _____