

**Deed of Dedication
(Neighborhood Covenants)
EDDINGTON PLACE**

A subdivision of part of the SE/4 of section 35 Township 18 North, Range 12 East, City of Jenks, Tulsa County, Oklahoma

Know all men by these Presents:

Jerry R. Gordon Development, Inc., an Oklahoma Corporation, hereinafter referred to as the "Owner/Developer" is the owner of the following described land in the city of Jenks, Tulsa County, State of Oklahoma, to-wit.

A tract of land that is a part of the southeast quarter (SE/4) of section 35, Township 18 north, Range 12 east, of the Indian Base and Meridian , City of Jenks , Tulsa county, State of Oklahoma , said tract of land being described as follows:

Commencing at the Southeast corner of said section 35: Thence North 89°58'54" west along the South line of said Southeast quarter of section 35 for 1323.84 feet to the Southeast corner of the West half of said Southeast quarter of section 35: thence North 00°00'11" West along the East line of said West half for 50.00 feet to the point of beginning of said tract of land: thence North 89°58'54" west parallel with the south line of said southeast quarter for 330.00 feet to a point 50.00 feet northerly of the south line of said southeast quarter: thence north 00°00'11" west for 610.52 feet: thence north 89°57'38" west for 993.77 feet; thence north 00°00'11" east along the west line of said southeast quarter for 1982.67 feet to the northwest corner of said southeast quarter; thence south 89°53'49" east along the north line of said west half of the southeast quarter for 1323.56 feet to the northeast corner of the west half of the southeast quarter of said section 35: thence south 00°00'11" east along the west line of the northeast quarter of the southeast quarter of said section 35 for 1260.80 feet; thence south 89°56'22" east for a radius of 170.00 feet and a central angle of 16°32'40", for 49.09 feet to a point of tangency; thence north 73°30'58" east along said tangency for 110.18 feet to a point of curve; thence northeasterly and easterly along a curve to the right, having a radius of 235.50 feet and a central angle of 16°28'15", for 67.70 feet to a point of reverse curve; thence easterly, northeasterly and northerly along a curve to the left, having a radius of 30.00 feet and a central angle of 89°59'47" feet; thence north 89°59'26" east for 50.00 feet to a point on the easterly line of said section 35; thence south 00°00'34" east along the east line of said northeast quarter of the southeast quarter for 138.26 feet to the southeast corner of the northeast quarter of the southeast quarter of said section 35; thence north 89°56'22" west along said south line of the northeast quarter of the southeast quarter of section 35 for 50.00 feet; thence north 00°00'34" west for 7.20 feet to a point of curve; thence northerly northwesterly and westerly along a curve to the left, having a radius of 30.00 feet and a central angle of 89°53'15", for 47.07 feet to a point of tangency; thence north 89°53'49" west along said tangent for 38.25 feet to a point of curve; thence westerly and southwestly along a curve to the left, having a radius of 164.50 and a central angle of 16°35'13", for 47.62 feet to a point of tangency; thence south 73°30'58" west along said tangency for 73.25 feet to a point of curve; thence southwestly and westerly along a curve to the right, having a radius of 230.00 feet and a central angle of 16°32'40", for 66.41 feet to a point of tangency; thence north 89°56'22" west for 1022.79 feet along the south line of said northeast quarter of the southeast quarter;

thence south 00'00'11" east along the east line of the west half of the southeast quarter of said section 35 for 1270.80 feet to the point of beginning of said tract of land:
Containing 2,909,760 feet or 66.799 acres.

Section 1. Streets, Easements and Utilities

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate to the public the streets as depicted on the accompanying plat. Additionally, the Owner/Developer does hereby dedicate to the public the utility easements designated as "U/E" or Utility Easement, for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines, and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat,. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the city of Jenks,, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing landscaping and customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located within the perimeter easements of the subdivision, elsewhere throughout the subdivision street light poles or standards may be served by underground cable. All supply lines including electric, telephone, cable television, and gas lines shall be located underground in the easementways dedicated for general utility services and in the rights-of-way of the public streets as depicted on the accompanying plat, service pedestals and transformer, as sources of supply at secondary voltages may also be located in easementways.
2. Underground services cables and gas 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, effective and exclusive right-of-way easement on the lot, covering a 5 foot strip extending 2.5

feet on each side of the service cable or gas main extending from the service pedestal, gas main, or transformer to the service entrance on the structure.

3. The supplier of electric, telephone, cable television and gas services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone, cable television, or gas facilities installed by the supplier of the utility service.
4. The Owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities, the supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.
5. The foregoing covenant s set forth in the paragraph 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. Gas Service

1. The supplier of gas service through its agents and employees shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
2. The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner, or it's agents or contractors.
3. The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

D. Water and Sewer Service

1. The owner of each lot shall be responsible for the protection of the public water and sewer mains located on owner's lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity, which would interfere with public water, and sewer mains, shall be prohibited.
3. The City of Jenks , Oklahoma , or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. The City of Jenks, Oklahoma, or its successors, shall at all times have right of access to all easement ways depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing, or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph shall be enforceable by the city of Jenks , Oklahoma , or its successors, and the owner of the lot agrees to be bound hereby.

E. Surface Drainage

Each lot depicted on the plat of Eddington Place shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from streets and easements, no lot owner(s) shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across any lot, the foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the city of Jenks, Oklahoma.

F. Paving and Landscaping Within Easement

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary placements, replacements, or maintenance of water, sewer, storm sewer, natural gas, communication, cable television, or electric facilities within the utility easement areas depicted upon the accompanying plat, provided however, the city of Jenks, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

G. Fencing, Signage, and Landscaping Easement

The Owner/Developer herein reserves perpetual easements to erect and maintain decorative fencing and signage, as well as to install and maintain landscaping, within the areas depicted on the accompanying plat as "FSL/E" or "Fencing, Signage, and Landscaping Easement" such "FSL/E" areas shall be reserved for subsequent conveyance to a Homeowners' Association as set forth within section IV.

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 121st Street South within the bounds designated as "Limits of No Access" (LNA) 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, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

I. Storm Sewer Easements

For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, Oklahoma, the Owner/Developer hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plats as "SD/E" or "Storm Sewer Easement" for the purposes of constructing, maintaining, operating, repairing, replacing, and/or removing storm sewers, together with all

fittings including the pipes, and other appurtenances thereto together with the rights of ingress and egress to and upon the easement.

J. Reserve Area "A" & U/E

Reserve area "A" shall serve as recreational open space for residents of Eddington Place , and as an access route for a public pedestrian (non-motorized) trail to be constructed with development of Eddington Place . All costs incurred for upkeep and general maintenance of Reserve Area "A" shall be borne by the Eddington Place Homeowners' Association, as set forth within section IV hereof. Additionally, installation and maintenance of utility lines, pedestals, or structures within Reserve Area "A" is permissible.

K. Storm Water Detention (Reserve Area "B" & U/E)

1. For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, Oklahoma, the Owner/Developer does hereby establish and grant perpetual easements on, over, and across Reserve Area "B" for the purposes of permitting the flow, conveyance, detention and discharge of storm water runoff from the various lots within Eddington Place and From properties not included within Eddington Place.
2. Detention and other drainage facilities constructed within Reserve Area "B" shall be in accordance with standards and specifications approved by the City of Jenks , Oklahoma .
3. Detention and other drainage facilities constructed within Reserve Area "B" shall be maintained by a Homeowners' Association comprised of the owners of residential lots within Eddington Place . 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 IV, and shall be in accordance with the following standards:
 - a. The detention easement area shall be kept free of litter.
 - b. The detention easement area shall be mowed during the growing season at intervals not exceeding 4 weeks.
4. In the event the applicable Homeowners' Association should fail to properly maintain the detention easement area as above provided, the City of Jenks , Oklahoma , or its designated contractor may enter the detention easement area and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
5. In the event the Homeowners' Association obligated to maintain Reserve Area "B" after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserve Area "B", as above set forth, 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 residential lot within blocks 1-7, Eddington Place, provided however, the lien against each residential lot shall be limited to 1/184 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 Eddington Place .

6. A lien established as above provided may be foreclosed by the City of Jenks , Oklahoma .
7. Within a portion of Reserve Area "B" a private swimming pool, pool house, and related recreational facilities shall be constructed for the benefit of residents of Eddington Place . Upkeep and maintenance of said swimming pool, pool house, and related recreational facilities shall be maintained by the Owner/Developer until such time as the Eddington Place Homeowners' Association is formed in accordance with section IV (Homeowners' Association) of this document. From and after said date, the Homeowners' Association shall be responsible for the operation and maintenance of said swimming pool, pool house, and related recreational facilities.
8. The Homeowners' Association, and its' members, shall indemnify and hold harmless the City of Jenks, its related entities, and its agents and representatives, from any claims, liabilities or damages arising in connection with the ownership and use of the pool and facilities constructed within Reserve Area "B".
9. The City of Jenks shall also have right, but not the obligation, to purchase said swimming pool, pool house, and related recreational facilities from the Homeowners' Association in the event: (a) a County Treasurer 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 Area "B" of Eddington Place; 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 the above, to purchase the swimming pool, pool house, and related recreational facilities from the Eddington Place Homeowners' Association for the sum of Ten Dollars (\$10.00). The Eddington Place Homeowners' Association shall deliver a conveyance to the city upon receipt of said purchase price.

L. Reserves "C", "D", and "E" & U/E

Reserves "C", "D", and "E" & U/E shall be limited to use for decorative fencing, landscaping, pedestrian trails, utilities and open space and is reserved for subsequent conveyance to a Homeowners' Association to be comprised of the Owners of the residential lots within Eddington Place as set forth within IV hereof. Note: within Reserve Area "C", a Conoco high-pressure pipeline is present and is located as generally shown on the accompanying plat.

M. Reserve "F" & U/E

Reserve "F" & U/E shall be limited to use for street median, utilities, open space, signage, aesthetic features and landscaping and is reserved for subsequent conveyance to a Homeowners' Association to be comprised of the owners of the residential lots within Eddington Place as set forth within Section IV hereof.

N. Reserve "G" & U/E

Reserve "G" & U/E shall be limited to use for street median, utilities, open space, signage, aesthetic features and landscaping and is reserved for subsequent conveyance to a Homeowners'

Association to be comprised of the owners of the residential lots within Eddington Place as set forth within Section IV hereof.

O. Reserves "A", "C", "D", "E", "F" and "G" & U/E

1. The Homeowners' Association comprised of the Owners of residential lots within Eddington Place shall perform all maintenance associated with Reserve Areas "A", "C", "D", "E", "F" and "G" & U/E to the extent necessary to achieve the intended purpose of the Reserve Area and to remain in compliance with the City Code of the City of Jenks.
2. In the event the applicable Homeowners' association should fail to properly maintain the Reserve Areas as above provided, the City of Jenks , Oklahoma , or its designated contractor may enter the reserve Area and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.
3. In the event the Homeowners' Association obligated to maintain Reserve Areas "A", "C", "D", "E", "F" and "G" & U/E, as above set forth, 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 residential lot within blocks 1-7, Eddington Place, provided however, the lien against each residential lot shall be limited to 1/184 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 Eddington Place .
4. A lien as established above provided may be foreclosed by the City of Jenks , Oklahoma .

SECTION II - PLANNED UNIT DEVELOPMENT RESTRICTIONS

Whereas, Eddington Place was submitted as a planned unit development (designated as PUD No. 22) As provided within Sections 900A through 950A of the City of Jenks Zoning Code, as the same existed on January 1, 2002. Which PUD No. 22 was approved by the Jenks Planning Commission on May 9, 2002 . 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.

Development Standards

Gross Land Area of PUD:	56.799 Acres
Existing Zoning:	RS-2, AG
Proposed Zoning:	RS-2, AG, PUD
Maximum Number of Lots Allowed with PUD: (based on 80.761 acres of RS-2 zoning and 6.038 acres AG zoning)	245
Number of Lots Proposed:	184
Minimum Lot Size:	6,900 SF
Minimum Lot Width:	65 Feet
Minimum Building Setback from Arterial Roadways:	30 Feet

Minimum Building Setback from Non-arterial Roadways: 25 Feet*

*with the exception of lot 15, block 7, and Lots 1, 14, and 15 of block 3, Eddington Place, where 20' front building line setbacks are proposed. Additionally, building line setbacks of 15' and 25' are proposed for corner lots 11, 32, & 41, block 1 lot 17, block 2 lot 18, lots 1 & 30 block 4, lots 1 & 43 block 5, lots 1 & 13 block 6, and lots 1, 11, and 12 block 7 within the subdivision. Access to garages on corner lots referenced above shall be prohibited from roadways adjacent to prescribed 15' building line setbacks and houses must face the most restrictive building line.

Minimum Side Yards:	5'/5' per lot
Minimum Rear Yards:	20 Feet
Maximum Building Height:	35 Feet
Minimum Open Space & Landscaped Areas:	10% of Gross Land Area of PUD

Minimum Dwelling Unit Size:

Single-story Dwellings	2,000 sq. ft.
Two-story Dwellings	2,400 sq. ft.

Minimum Exterior building Material Requirements:

The first story exterior walls of the dwelling erected on any lot shall be 100 percent brick, stone, or stucco: provided, however, that the area of all windows and doors located in said exterior walls and the area adjacent to patios and under porches shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. (exclusive of fireplace chosen).

Other Zoning Bulk and Area Requirements:

Per RS-2 Zoning District Standards.

SECTION III - PRIVATE BUILDING AND USE RESTRICTIONS

Whereas, the developer desires to establish restrictions for the purpose of providing for an orderly development of the subdivision and to insure adequate restrictions for the mutual benefit of the developer, its successors, and assigns, therefore, the Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

A. Use of Land

All lots shall be known and described as residential lots and shall be used for single-family residences and accessory uses.

B. Architectural Committee - Plan Review

1. No building, fence, or wall shall be erected, placed or altered on any lot in this subdivision until the building plans and specifications, drainage and grading plans, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building have been approved in writing by

a majority of an architectural committee composed of Jerry Gordon, and other duly authorized representatives. In the event of the death or resignation of any member of the above-named committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications, color schemes, materials and plot plan, or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth, in the event the architectural committee fails to approve or disapprove any such plans, specifications, color scheme, materials and plot plans submitted to it as herein required with 30 days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

2. The architectural committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, the architectural committee may take into consideration the nature and character of the proposed building or structure. The materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area, the architectural committee shall not be liable for any approved, disapproved or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building method, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the architectural committee is hereinafter authorized to grant the particular waiver, nothing herein contained shall in any way be deemed to prevent any of the owners of property in this subdivision from maintaining any legal action relating to improvement within this subdivision, which they would otherwise be entitled to maintain.
3. The powers and duties of the committee or its designated representative shall cease on the 1st day of January 2005, or when 90% of the lots have been closed, whichever occurs first, thereafter, the powers and duties of the committee shall be exercised by the Homeowners' Association hereafter provided for.

C. Floor Area of Dwellings

1. Single story: A Single Story dwelling shall have at least 2,000 square feet of finished heated living area.
2. Two-story and Story-and-a-half: If a dwelling has two levels or stories immediately above and below each other measured vertically and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have a total of the various levels or stories of at least 2,400 square feet of finished headed living area, with the first floor level containing a minimum of 1,500 square feet.

3. Computation of living area: The computation of living area shall not include any basement or attic area used for storage, all living area measurements shall be taken horizontally at the top plate level to the face of the outside wall, required living area must average at least 7 feet 6 inches in height, except that in the computation of second or upper story living area, the height shall be 7 feet 6 inches for at least one-half the second or upper story living area.
4. Waiver: The architectural committee may waive, in the particular instance, the floor area requirements set out in paragraphs 1 and 2 for up to 5 percent of the lots in the subdivision and all waivers must be submitted to the city of Jenks for review and approval.

D. Garage

Each dwelling shall have a garage for at least two automobiles.

E. Building Material Requirements

1. Stem walls: all exposed foundation or stem walls shall be of brick or stone or stucco. No concrete blocks, poured concrete or any other foundation or stem walls shall be exposed.
2. Roofing: The roof of the dwelling erected on any lot shall be black blend heritage II or equivalent with approval of the architectural committee. A minimum of 8/12 roof pitch covering 75 percent of the cross roof area shall apply to all dwelling units: However, a minimum 4/12 roof pitch shall be allowed over porch and patio areas.
3. Exterior Walls: The first story exterior walls of the dwelling erected on any lot shall be 100 percent stone, brick, or stucco; provided, however, that the area of all windows and doors located in said exterior walls and the area adjacent to patios and under porches shall be excluded in the determination of the area of exterior walls, and further provided that where a part of the exterior wall is extended above the interior room ceiling line due to the construction of a gable-type roof, then that portion of the wall extending above the interior room ceiling height may be constructed of wood material and shall be excluded from the determination of the area of the exterior walls. (exclusive of fireplace)
4. Windows: All dwellings with windows other than wood will be either anodized or electrostatically painted metal window frames will be in the color harmony with the exterior color and texture of the residence. No unpainted aluminum will be permitted for window framing. Wood frames will be painted, sealed, or stained.
5. Siding: No steel, aluminum, or plastic siding shall be permitted on any building.
6. Chimneys: All chimneys visible from the street shall be brick, stone, or stucco. Chimney caps shall be rectangular and shall be black.
7. Mail boxes: All mail boxes visible from the street shall be cast aluminum or cast iron and shall be "filigree" design (ALMA).

F. Commercial Structures

No building or structure shall be placed, erected or used for business, professional trade, or commercial purposes on any portion of any lot.

G. Noxious Activity

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any trash or other refuse be thrown, placed or dumped upon any vacant lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

H. Signs Prohibited

The construction or maintenance of advertising signs, or other advertising structures on any lot is prohibited. Except as follows:

1. Signs advertising the sale or rental of a property are permitted. Provided they do not exceed 9 square feet in display surface area.
2. During the development period of Eddington Place , signs advertising the subdivision or the initial offering of a lot may be located at the entrances to Eddington Place .
3. Permanent signs identifying the subdivision may be located at the entrances to Eddington Place .

I. Existing Building

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

J. Temporary Structures and Outbuildings

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation; temporarily or permanently.
2. Except for buildings existing at the time of filing of this plat, any building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling, shall be of a similar architectural design as the principal dwelling, and shall not be erected until the specifications and design thereof are approved by the architectural committee as provided within Subsection B of Section II.

K. Vehicle Storage and Parking

No inoperative vehicle shall be stored on any lot except within an enclosed garage, no motor home, boat trailer, travel trailer or similar recreational vehicle shall be located, parked or stored within a side or front yard, and if not located within an enclosed garage, shall be screened sufficiently to prevent any view thereof from any street within Eddington Place.

L. Antennas

No radio or television tower, aerial, or antenna shall be located on any lot. Satellite dishes shall be screened from view from the street.

M. Interior Fences or Walls

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

1. No such fence or wall shall exceed six (6) feet in height. No fence or wall shall be erected or maintained nearer to the streets within the subdivision than the building setback lines depicted on the plat, except for decorative fences set forth in Paragraph 2 immediately below.

Except as set forth in Paragraph 2 immediately below, fences or walls shall be of wood, brick, stone, stucco or wrought iron. No wire fences shall be permitted.

2. Decorative fence or wall shall be permitted on that portion of any lot in front of the building setback line. "Decorative fencing or walls" shall not exceed the three (3) feet in height and shall be of the same Decor, Materials, (i.e., wrought iron, etc.) and styling as used in the architecture and construction of the dwelling situated on the lot.
3. No fence or wall shall be erected on any lot until the plans, specifications and design thereof have been approved by the architectural committee as provided in Subsection B of Section II, and the architectural committee may waive in a particular instance the requirements of limitations set forth in Paragraphs 1 and 2 of this subsection.

N. Landscaping Requirements

Within 120 days of completion of a home upon a lot in Eddington Place , the lot owner shall be responsible for sodding all yard areas (front, side, and rear yards) of the lot. Additionally, each lot owner shall plant the equivalent worth of \$1,000 in landscaping materials (trees, shrubs, bushes, ground cover, etc.) within the front yard area of each lot under their ownership within 120 days of completion of home construction, exclusive of sodding as described above. Such lot landscaping shall include a minimum of two (2) trees to be located in the front yard area of the lot which are of at least 2" in diameter. A landscaping plan shall be submitted to the architectural committee for approval prior to installation of planting materials upon a lot.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. Formation of the Eddington Place Homeowners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the residential lots within Eddington Place (hereinafter referred to as the "Eddington Place Homeowners' Association") to be established in accordance with the statues of the State of Oklahoma and to be formed for the general purposes of maintaining the general common areas of the subdivision, including but without limitation reserve areas "A", "B", "C", "D", "E", "F", and "G" & U/E, and for the purposes of enhancing the value, desirability and attractiveness of Eddington Place.

B. Membership

Every person or entity who is a recorded owner of the fee interest of a residential lot shall be a member of the Eddington Place Homeowners' Association. Membership, as above set forth, shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a lot.

C. Assessment

Each record owner of a residential lot within Eddington Place shall be subject to a periodic assessment by the Homeowner's Association for the purposes of improvement and maintenance of the general common areas of the subdivision.

SECTION V. SPECIAL FENCING.

- A. Along the rear property lines of lots 1-15 of block 7 and the easterly boundary of reserve area "C" & U/E within the subdivision, and along the north property lines of lots 14 - 18 of block 3, a uniform fencing style and standard shall be established for the aesthetic benefit of the subdivision as set forth in the Paragraph B below.
- B. Fencing construction along those lot lines and boundaries described in paragraph A above shall be limited to a uniform height of four (4) feet, with fencing post and railing materials to be limited to top-grade treated round landscaping post material. Fence webbing shall be limited to black-vinyl coated cyclone fencing material. Construction of all fencing shall be of first class workmanship and utilize only new building construction materials.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of section I, streets, easements, and utilities, and Section II, planned unit development restrictions are set forth certain covenants and the enforcement rights pertaining thereto and additionally the covenants within Section I and II. Whether or not specifically therein so stated, shall inure to the benefit of and shall be enforceable by the city of Jenks , Oklahoma . The covenants contained in Section III, private building and use restrictions, shall inure only to the benefit of the owners of the residential lots within the subdivision and the Homeowners' Association provided for in Section IV. The covenants contained in Section IV Homeowners' association and Section V. Special fencing shall inure only to the benefit of the owners of the residential lots within the subdivision and the Homeowners' Association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns or owners of any lot within Eddington Place shall violate any of the covenants herein, it shall be lawful for the City of Jenks, any owner of a residential lot, or the Homeowners 'Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by the Homeowners' Association or an owner of a residential lot which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

B. Duration

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

C. Amendment

The covenants contained within section I, streets, easements, and utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner or the land to which the amendment or termination is to be applicable and approved by the Jenks Planning Commission, or its successors with the approval of the City of Jenks, Oklahoma. The covenants within Section II, planned unit development restrictions, may be amended at any time with 75 percent agreement of all ownership in Eddington Place and approval by the City of Jenks Planning Commission and Jenks City Council. The covenants within Section III, private

building and use restrictions, Section IV, Homeowners' Association and Section V. Special Fencing, may be amended or terminated at any time with 75 percent agreement of all ownership in Eddington Place . The provisions of any instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

D. Severability

Invalidation of any restriction set forth herein or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.