

# 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

**P.U.D. NO. 22**

**Owner/Developer:**  
 Jerry R. Gordon Development, Inc.  
 An Oklahoma Corporation  
 8988-L South Sheridan Road  
 Tulsa, Oklahoma 74133  
 Phone: (918) 298-4143

**Engineer/Surveyor:**  
 Sisemore Weisz & Associates, Inc.  
 Certificate of Authorization No. 2421 Exp. June 30, 2003  
 6111 E. 32nd Place  
 Tulsa, Oklahoma 74135  
 Phone: (918) 665-3600

PLAT No.  
**5673**

SUBDIVISION CONTAINS ONE-HUNDRED EIGHTY-FOUR (184) LOTS IN SEVEN (7) BLOCKS AND SEVEN (7) RESERVE AREAS.  
 SUBDIVISION CONTAINS 66.799 TOTAL ACRES  
 RESERVE "A" & U/E CONTAINS .671 ACRES  
 RESERVE "B" & U/E CONTAINS 7.165 ACRES  
 RESERVE "C" & U/E CONTAINS 1.076 ACRES  
 RESERVE "D" & U/E CONTAINS .111 ACRES  
 RESERVE "E" & U/E CONTAINS .044 ACRES  
 RESERVE "F" & U/E CONTAINS .004 ACRES  
 RESERVE "G" & U/E CONTAINS .007 ACRES  
 ARTERIAL RIGHT OF WAY DEDICATED BY THIS PLAT CONTAINS 0.235 ACRES.

- Legend:**
- ACC. = ACCESS PERMITTED
  - L.N.A. = LIMITS OF NO ACCESS
  - U/E = UTILITY EASEMENT
  - B/L = BUILDING SETBACK LINE
  - SO/E = STORM SEWER EASEMENT
  - SS/E = SANITARY SEWER EASEMENT
  - FSL/E = FENCING, SIGNAGE, & LANDSCAPING EASEMENT
  - OD/E = OVERLAND DRAINAGE EASEMENT
  - R.O.W. = RIGHT-OF-WAY

- Notes:**
- # - BUILDING SETBACK LINE SHOWN REFERS TO MANDATORY 50' MINIMUM SEPARATION (SETBACK) FROM CENTERLINE OF PIPELINE TO ANY BUILDING STRUCTURE.
  - SPECIAL FENCING REQUIREMENTS APPLY TO LOTS 1-15, BLOCK 7 AND LOTS 14-18, BLOCK 3. FENCING SHOULD BE MADE TO SECTION V, SPECIAL FENCING, WITHIN THE SUBDIVISION RESTRICTIVE COVENANTS.

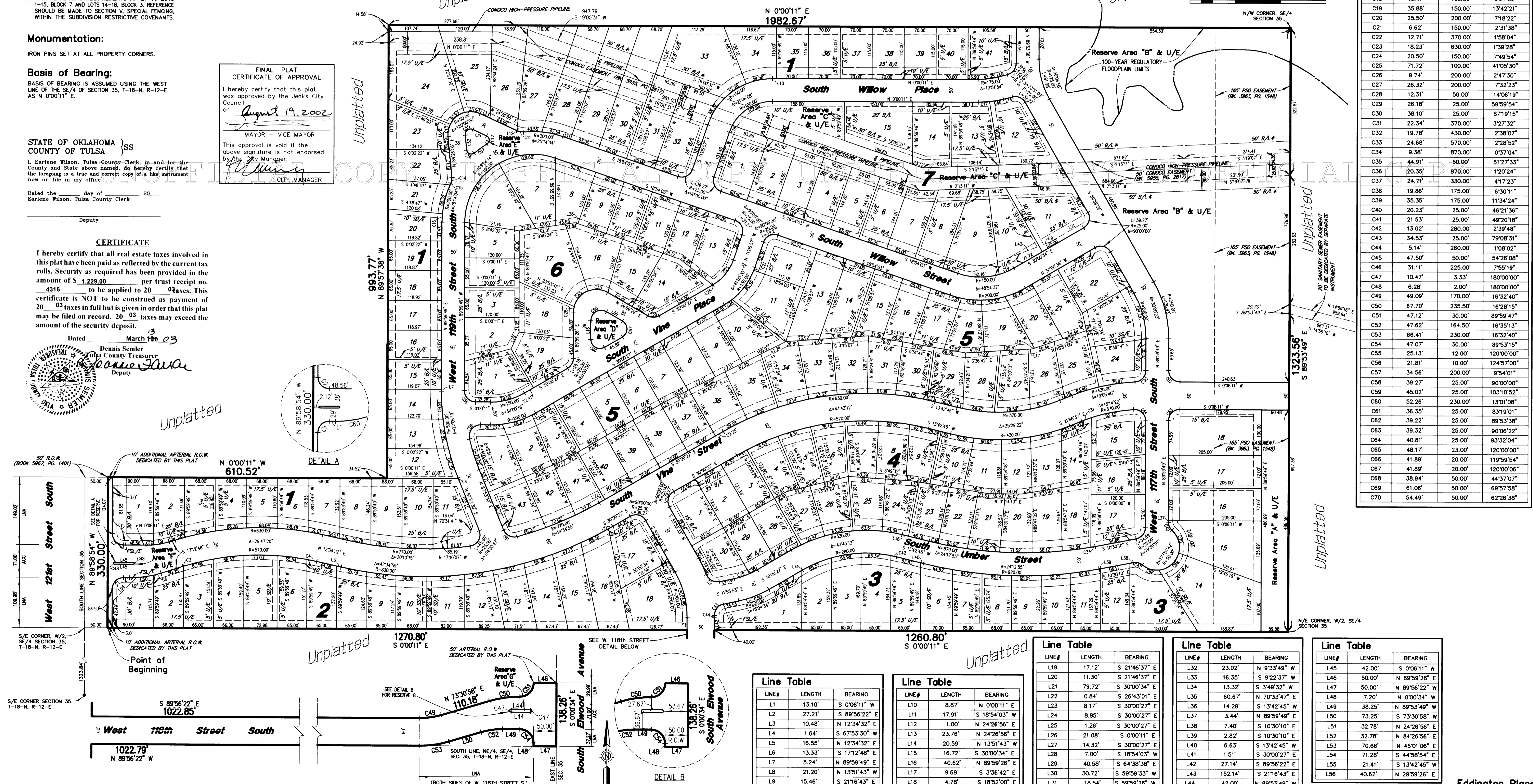
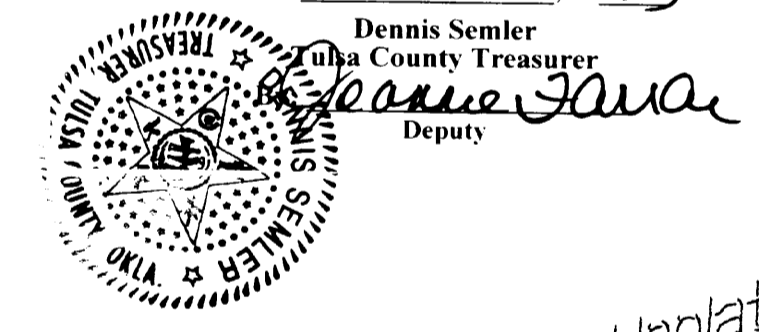
**Monumentation:**  
 IRON PINS SET AT ALL PROPERTY CORNERS.

**Basis of Bearing:**  
 BASIS OF BEARING IS ASSUMED USING THE WEST LINE OF THE SE/4 OF SECTION 35, T-18-N, R-12-E AS N 0°00'11" E.

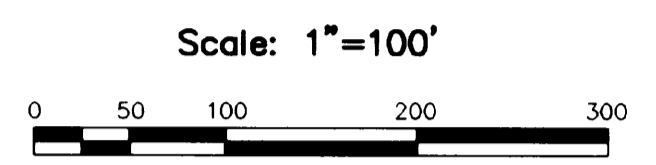
FINAL PLAT  
 CERTIFICATE OF APPROVAL  
 I hereby certify that this plat was approved by the Jenks City Council on August 19, 2002  
 MAYOR - VICE MAYOR  
 CITY MANAGER

STATE OF OKLAHOMA )  
 COUNTY OF TULSA )  
 I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.  
 Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Earlene Wilson, Tulsa County Clerk  
 Deputy

**CERTIFICATE**  
 I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 1,229.00 per trust receipt no. 4316 to be applied to 20\_\_\_\_ taxes. This certificate is NOT to be construed as payment of 20\_\_\_\_ taxes in full but is given in order that this plat may be filed on record. 20\_\_\_\_ taxes may exceed the amount of the security deposit.  
 Dated 13 March 2003  
 Dennis Semler  
 Tulsa County Treasurer  
 Deputy



Curve #	LENGTH (L)	RADIUS (R)	DELTA (Δ)
C1	39.31'	25.00'	90°05'05"
C2	35.19'	25.00'	80°38'53"
C3	1.37'	570.00'	0°08'15"
C4	21.93'	570.00'	2°12'17"
C5	10.58'	830.00'	0°43'49"
C6	17.25'	230.00'	4°17'50"
C7	39.23'	25.00'	89°54'55"
C8	22.06'	630.00'	2°00'23"
C9	34.82'	170.00'	11°44'08"
C10	16.56'	170.00'	5°34'51"
C11	13.43'	25.00'	30°46'57"
C12	21.81'	10.00'	124°57'00"
C13	27.89'	50.00'	31°57'39"
C14	13.43'	25.00'	30°46'57"
C15	2.95'	200.00'	0°50'44"
C16	18.81'	200.00'	5°23'21"
C17	23.34'	225.00'	5°56'35"
C18	16.41'	100.00'	9°24'02"
C19	35.88'	150.00'	13°42'21"
C20	25.50'	200.00'	7°18'22"
C21	6.62'	150.00'	2°31'38"
C22	12.71'	370.00'	1°58'04"
C23	18.23'	630.00'	1°39'28"
C24	20.50'	150.00'	7°49'54"
C25	71.72'	100.00'	41°05'30"
C26	9.74'	200.00'	2°47'30"
C27	26.32'	200.00'	7°32'23"
C28	12.31'	50.00'	14°06'19"
C29	26.18'	25.00'	59°59'54"
C30	38.10'	25.00'	87°19'15"
C31	22.34'	370.00'	3°27'32"
C32	19.78'	430.00'	2°38'07"
C33	24.68'	570.00'	2°28'52"
C34	9.38'	870.00'	0°37'04"
C35	44.91'	50.00'	51°27'33"
C36	20.35'	870.00'	1°20'24"
C37	24.71'	330.00'	4°17'23"
C38	19.86'	175.00'	6°30'11"
C39	35.35'	175.00'	11°34'24"
C40	20.23'	25.00'	46°21'36"
C41	21.53'	25.00'	49°20'18"
C42	13.02'	280.00'	2°39'48"
C43	34.53'	25.00'	79°08'31"
C44	5.14'	260.00'	1°08'02"
C45	47.50'	50.00'	54°26'08"
C46	31.11'	225.00'	7°55'19"
C47	10.47'	3.33'	180°00'00"
C48	6.28'	2.00'	180°00'00"
C49	49.09'	170.00'	16°32'40"
C50	67.70'	235.50'	16°28'15"
C51	47.12'	30.00'	89°59'47"
C52	47.82'	164.50'	16°35'13"
C53	66.41'	230.00'	16°32'40"
C54	47.07'	30.00'	89°53'15"
C55	25.13'	12.00'	120°00'00"
C56	21.81'	10.00'	124°57'00"
C57	34.56'	200.00'	9°54'01"
C58	39.27'	25.00'	90°00'00"
C59	45.02'	25.00'	103°10'52"
C60	52.26'	230.00'	13°01'08"
C61	36.35'	25.00'	83°19'01"
C62	39.22'	25.00'	89°53'38"
C63	39.32'	25.00'	90°06'22"
C64	40.81'	25.00'	93°32'04"
C65	48.17'	23.00'	120°00'00"
C66	41.89'	20.00'	119°59'54"
C67	41.89'	20.00'	120°00'06"
C68	38.94'	50.00'	44°37'07"
C69	61.06'	50.00'	69°57'58"
C70	54.49'	50.00'	62°26'38"



**Line Table**

LINE#	LENGTH	BEARING
L1	13.10'	S 0°06'11" W
L2	27.21'	S 89°56'22" E
L3	10.48'	N 12°34'32" E
L4	1.84'	S 67°53'30" W
L5	16.55'	N 12°34'32" E
L6	13.33'	S 17°12'48" E
L7	5.24'	N 89°59'49" E
L8	21.20'	N 13°51'43" W
L9	15.46'	S 21°16'43" E

**Line Table**

LINE#	LENGTH	BEARING
L10	8.87'	N 0°00'11" E
L11	17.91'	S 18°54'03" W
L12	1.00'	N 24°26'56" E
L13	23.76'	N 24°26'56" E
L14	20.59'	N 13°51'43" W
L15	16.72'	S 30°00'27" E
L16	40.62'	N 89°59'26" E
L17	9.69'	S 3°36'42" E
L18	4.78'	S 18°52'00" E

**Line Table**

LINE#	LENGTH	BEARING
L19	17.12'	S 21°46'37" E
L20	11.30'	S 21°46'37" E
L21	79.72'	S 30°00'34" E
L22	0.84'	S 26°43'01" E
L23	8.17'	S 30°00'27" E
L24	8.85'	S 30°00'27" E
L25	1.26'	S 30°00'27" E
L26	21.08'	S 0°00'11" E
L27	14.32'	S 30°00'27" E
L28	7.00'	S 18°54'03" W
L29	40.58'	S 64°38'38" E
L30	30.72'	S 59°59'33" W
L31	18.54'	S 59°59'26" W

**Line Table**

LINE#	LENGTH	BEARING
L32	23.02'	N 9°33'49" W
L33	16.35'	S 9°22'37" W
L34	13.32'	S 3°49'32" W
L35	60.67'	N 70°33'47" E
L36	14.29'	S 13°42'45" W
L37	3.44'	N 89°59'49" E
L38	7.40'	S 10°30'10" E
L39	2.82'	S 10°30'10" E
L40	6.63'	S 13°42'45" W
L41	1.51'	S 30°00'27" E
L42	27.14'	S 89°56'22" E
L43	152.14'	S 21°16'43" E
L44	42.00'	N 89°53'49" W

**Line Table**

LINE#	LENGTH	BEARING
L45	42.00'	S 0°06'11" W
L46	50.00'	N 89°59'26" E
L47	50.00'	N 89°56'22" W
L48	7.20'	N 0°00'34" W
L49	38.25'	N 89°53'49" W
L50	73.25'	S 73°30'58" E
L51	32.78'	N 24°26'56" E
L52	32.78'	N 24°26'56" E
L53	70.66'	N 45°01'06" E
L54	71.28'	S 44°58'54" E
L55	21.41'	S 13°42'45" W
L56	40.62'	N 29°59'26" E



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## P.U.D. NO. 22

### B. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. NO BUILDING, FENCE, OR WALL SHALL BE ERRECTED, 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 ERRECTED 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 HEREAFER 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 HEATED 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 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 ERRECTED 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 GROSS 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 ERRECTED 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 CHOSEN).

4. WINDOWS. ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED. METAL WINDOW FRAMES WILL BE IN COLOR HARMONY WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED, OR STAINED.

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, ERRECTED 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 ERRECTED 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 ERRECTED 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 NOT EXCEED SIX (6) FEET IN HEIGHT. NO FENCE OR WALL SHALL BE ERRECTED OR MAINTAINED NEARER TO THE STREETS WITHIN THE SUBDIVISION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT AND SHALL NOT BE LOCATED IN FRONT OF THE RESIDENTIAL STRUCTURES. FENCES OR WALLS SHALL BE CONSTRUCTED OF WOOD, BRICK, STONE, OR STUCCO, AND NO WRE FENCES SHALL BE PERMITTED EXCEPT BLACK-VINYL COATED CYCLONE FENCING ONLY IN THOSE SPECIFIC AREAS LISTED UNDER SECTION V BELOW.

### 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 \$1,000.00 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 STATUTES 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 THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

### C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE, AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA. THE COVENANTS WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN 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.

IN WITNESS WHEREOF: JERRY R. GORDON DEVELOPMENT, INC., AN OKLAHOMA CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS 7 DAY OF March, 2003

JERRY R. GORDON DEVELOPMENT, INC.  
AN OKLAHOMA CORPORATION

BY: [Signature]  
JERRY R. GORDON, PRESIDENT

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 7 DAY OF March, 2003, PERSONALLY APPEARED JERRY R. GORDON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS PRESIDENT, THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

[Signature]  
NOTARY PUBLIC # 02019483

MY COMMISSION EXPIRES:  
12-29-2006

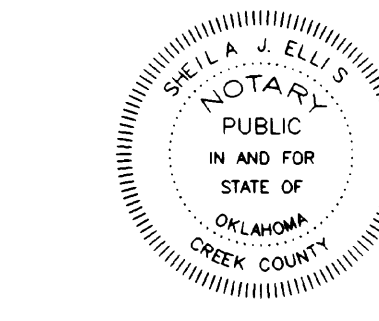
### CERTIFICATE OF SURVEY

I, DEAN ROBINSON, OF SISEMORE WEISZ & ASSOCIATES, INC., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "EDDINGTON PLACE", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.



STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS 7<sup>th</sup> DAY OF March, 2003, PERSONALLY APPEARED DEAN ROBINSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.



MY COMMISSION EXPIRES:  
MAY 21, 2006

COMMISSION NO. 02008834