

# Elgin Estates

## Planned Unit Development 93 Amended

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION TWENTY-FIVE (25)  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

### DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT JENKS LAND, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN BASE & MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4 SW/4; THENCE SOUTH 88°44'36" WEST AND ALONG THE NORTH LINE OF THE SE/4 SW/4, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°09'35" EAST AND PARALLEL WITH THE EAST LINE OF THE SE/4 SW/4, FOR A DISTANCE OF 661.30 FEET TO A POINT; THENCE SOUTH 88°45'59" WEST FOR A DISTANCE OF 637.98 FEET TO A POINT ON THE EAST LINE OF BLOCK 2, "PARKVIEW ESTATES", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5041); THENCE NORTH 1°18'17" WEST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 496.25 FEET TO A POINT; THENCE SOUTH 88°44'54" WEST AND CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 31.25 FEET TO A POINT; THENCE NORTH 1°18'17" WEST AND CONTINUING ALONG SAID EAST LINE, FOR A DISTANCE OF 164.79 FEET TO A POINT ON THE NORTH LINE OF THE SE/4 SW/4 OF SAID SECTION 25; THENCE NORTH 88°44'36" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 670.90 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 427,516 SQUARE FEET OR 9.814 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- FOUND 3/8" IRON PIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25;
- FOUND 1-1/4" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°47'21" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVES, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER/DEVELOPER HAS GIVEN TO SAID PLAT THE NAME OF "ELGIN ESTATES", A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "ELGIN ESTATES" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.) 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, GRANTEEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, 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 OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

### SECTION I. STREETS, EASEMENTS AND UTILITIES

#### A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET, "SOUTH ELGIN AVENUE," AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" AND/OR "B/U" OR "BUILDING LINE AND UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/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 RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT.

THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OR RESERVE OWNER AND SHALL BE

ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, OR LANDSCAPING, WHICH DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

#### B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE UTILITY EASEMENT ALONG THE EAST SUBDIVISION PERIMETER AND THE RIGHT-OF-WAY FOR SOUTH ELGIN AVENUE. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY OF THE PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELECOMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

#### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

#### D. GAS SERVICE

1. THE OWNER OF EACH LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF

THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

#### E. SURFACE DRAINAGE

EACH LOT OR RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC AND PRIVATE STREETS AND EASEMENTS, AND THE CITY OF JENKS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC OR PRIVATE STREET OR EASEMENT ON AN ADJACENT LOT. NO LOT OR RESERVE AREA 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 SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF JENKS, OKLAHOMA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA OR THE CITY OF JENKS.

#### F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF JENKS, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

#### G. OTHER USES

LOT AND RESERVE AREA OWNERS SHALL HAVE THE RIGHT TO USE THE UTILITY EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF JENKS OR THE SUPPLIER OF UTILITY SERVICE OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

#### H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS AND EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH ELGIN AVENUE WITHIN THE BOUNDS DESIGNATED "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. THE LIMITS OF NO ACCESS SHALL NOT PRECLUDE THE RIGHT OF THE CITY OF JENKS OR AUTHORIZED UTILITY PROVIDERS FROM ACCESSING EASEMENTS OR UTILITIES ALONG SOUTH ELGIN AVENUE.

### SECTION II. RESERVE AREAS

#### A. GENERAL

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, RESERVE AREAS A AND B ARE HEREBY DESIGNATED AND CREATED TO PROVIDE FOR STORMWATER DRAINAGE (AND RESERVE A FOR STORMWATER DETENTION), UTILITIES, FENCING, OPEN SPACE, AND PRIVATE RECREATION USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

2. RESERVE AREAS A, B, AND C, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY ADDITIONALLY DEDICATED AS UTILITY EASEMENTS.

3. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF OWNER THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES. SEE SECTION V FOR ADDITIONAL DETAILS AND REQUIREMENTS.

4. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PROPERLY MAINTAIN SUCH RESERVE AREA OR FACILITIES THEREON LOCATED AS HEREIN PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH

RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

5. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST EACH OF THE LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNERS' WATER BILLS, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

#### B. DRAINAGE AND DETENTION EASEMENTS

1. THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS A PERPETUAL DRAINAGE AND DETENTION EASEMENT ON, OVER AND ACROSS RESERVE AREA A AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

2. THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS A PERPETUAL DRAINAGE EASEMENT ON, OVER AND ACROSS RESERVE AREA B AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

3. THE DETENTION AND DRAINAGE FACILITIES CONSTRUCTED IN RESERVE AREAS A AND B SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF JENKS, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

4. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE DRAINAGE OR DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

5. THE MAINTENANCE OF RESERVE AREAS A AND B, AND THE FACILITIES THEREIN LOCATED, SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER UNTIL SUCH TIME AS RESERVE AREAS A AND B ARE CONVEYED TO THE HOMEOWNERS' ASSOCIATION, WHICH ASSOCIATION SHALL THEREUPON ASSUME MAINTENANCE RESPONSIBILITIES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

#### C. PRIVATE STREETS

1. RESERVE C, AS DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF ALL LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTION OF PRIVATE STREETS PROVIDING ACCESS TO AND FROM PUBLIC STREETS, FOR PROVIDING DRAINAGE FACILITIES TO CONTROL STORMWATER RUNOFF, FOR UTILITIES, AND FOR PROVIDING ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING, ENTRY FEATURES, SIGNAGE, LIGHTING, LANDSCAPING, AND IRRIGATION, AND IS RESERVED FOR THE SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION V HEREIN.

2. THE OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF JENKS, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITH IN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVE C AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

#### D. INDEMNIFICATION OF OWNER AND CITY

1. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS.

2. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES THAT THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA SHALL NOT BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

### SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, ELGIN ESTATES WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 93) AS PROVIDED WITHIN SECTIONS 900-970 OF CHAPTER 9, JENKS ORDINANCE (JENKS ZONING CODE), AS THE SAME EXISTED ON FEBRUARY 1, 1993,

WHICH PUD NO. 93 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON MARCH 26, 2015, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON APRIL 06, 2015; AND

WHEREAS, MAJOR AMENDMENT # 1 TO PUD NO. 93 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON NOVEMBER 17, 2016, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON NOVEMBER 21, 2016; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA.

NOW, 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.

PERMITTED USES:	USES PERMITTED AS A MATTER OF RIGHT IN THE RS-2 ZONING DISTRICT OF THE CITY OF JENKS ZONING CODE, SPECIFICALLY INCLUDING ATTACHED AND DETACHED SINGLE-FAMILY DWELLINGS, AND RECREATIONAL FACILITIES, NEIGHBORHOOD AMENITIES, AND OTHER SUCH USES CUSTOMARILY ACCESSORY TO USES PERMITTED IN THE RS-2 DISTRICT.
MAXIMUM NUMBER OF LOTS:	15
MINIMUM LOT WIDTH:	75 FT
MINIMUM LOT SIZE:	10,000 SQUARE FEET
MAXIMUM BUILDING HEIGHT:	35 FEET *
OFF-STREET PARKING:	MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT
MINIMUM YARDS:	
FRONT:	25 FT
SIDE:	5 FT & 5 FT **
REAR:	20 FT

*\* ARCHITECTURAL FEATURES SUCH AS CHIMNEYS AND CUPOLAS MAY EXTEND TO A MAXIMUM HEIGHT OF 45 FEET, HOWEVER, NO HABITABLE PORTION OF ANY DWELLING SHALL EXCEED THE 35 FOOT LIMITATION.  
\*\* A MINIMUM OF 10 FEET SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS EXCLUDING EAVES AND OVERHANGS.*

#### PRIVATE STREETS:

MINIMUM STREET RIGHT-OF-WAY WIDTH OF 30 FEET WITH MINIMUM 26' OF PAVING. STREETS SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF JENKS FOR MINOR RESIDENTIAL PUBLIC STREETS WITH EXCEPTION OF RIGHT-OF-WAY WIDTH.

#### FENCING:

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE A WOOD PRIVACY, ORNAMENTAL IRON OR STOCKADE WITH BLACK CHAIN LINK. NO BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED, PROVIDED THAT FENCING ALONG LOTS 10 THROUGH 14, INCLUSIVE, FACING THE POND SHALL CONSIST OF ORNAMENTAL IRON. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND THAT LINE HALFWAY BETWEEN THE BUILDING LINE AND PROPERTY LINES.

AS PLANNED, FENCING ALONG SOUTH ELGIN AVENUE WILL INITIALLY CONSIST OF TWO DIFFERENT TYPES. FOR THE AREA ALONG SOUTH ELGIN AVENUE, ADJACENT TO THE PROPOSED SINGLE-FAMILY DWELLINGS, FENCING WILL BE A TOTAL OF 5-FEET IN HEIGHT AND BE OF WROUGHT IRON ON A 2-FOOT MASONRY BASE WITH TALLER MASONRY WALL AT THE ENTRY. FOR THE AREA ALONG SOUTH ELGIN AVENUE, NEXT TO THE PROPOSED STORMWATER DETENTION POND, FENCING WILL BE A MINIMUM OF 4-FEET IN HEIGHT AND BE OF A "SPLIT RAIL," OR ORNAMENTAL IRON, OR RAIL AND BLACK VINYL CHAIN LINK TYPE CONSTRUCTION.

#### ROOF PITCH AND MASONRY:

NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 10/12 FOR SINGLE STORY AND 8/12 FOR BUILDINGS EXCEEDING ONE (1) STORY. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A BUILDING HAVING A PORTION OF THE ROOF (NOT TO EXCEED 20% OF THE TOTAL ROOF) TO BE AT A PITCH OF LESS THAN REQUIRED HEREIN. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

THE FIRST FLOOR OF EACH DWELLING SHALL BE A MINIMUM OF 100% MASONRY EXCLUDING WINDOWS AND BENEATH COVERED PORCHES.



# Elgin Estates

## Planned Unit Development 93 Amended

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SECTION TWENTY-FIVE (25)  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

### SECTION III. (CONTINUED)

#### MINIMUM SQUARE FOOTAGE:

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 2,800 SQUARE FEET OF FINISHED HEATING LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 3,500 SQUARE FEET FOR DWELLINGS WITH MORE THAN ONE (1) STORY. 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 AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 3,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.

COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENTS, PORCHES, PATIOS, GARAGES, 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.

#### MINIMUM LIVABILITY SPACE:

MINIMUM LIVABILITY SPACE PER DWELLING UNIT SHALL MEET THE REQUIREMENTS FOR THE RS-2 DISTRICT AND MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 940.B OF THE JENKS ZONING CODE.

#### RESERVE AREA DEVELOPMENT STANDARDS:

PERMITTED USES FOR RESERVE AREAS INCLUDE: PRIVATE STREETS, EASEMENTS, OPEN SPACE, STORMWATER DRAINAGE AND DETENTION FACILITIES, TRAILS, AND USES CUSTOMARILY ACCESSORY TO PRINCIPAL USES ALLOWED BY RIGHT IN THE RS-2 DISTRICT.

### SECTION IV. PRIVATE COVENANTS

#### A. PURPOSE

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION.

#### B. DEVELOPMENT AND CONSTRUCTION STANDARDS

##### 1. ARCHITECTURAL COMMITTEE:

- AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER/DEVELOPER. UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS' ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION.

- ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HERewith SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION.

- AN ACCURATE SITE PLAN; AND
- AN ACCURATE FLOOR PLAN; AND
- ALL EXTERIOR ELEVATIONS; AND
- THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

- NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED OR MAINTAINED OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND THE HARMONY THEREOF WITH THE SURROUNDINGS AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF JENKS ORDINANCES AND BUILDING CODES.

- ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

- EACH DWELLING SHALL HAVE AN ATTACHED GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS. DRIVEWAYS SHALL PROVIDE OFF-STREET PARKING SPACE FOR MINIMUM OF TWO (2) CARS.

- NO WHITE CHAT WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK OR CONCRETE. RIVER GRAVEL MAY BE USED FOR PRIVATE WALKWAYS WHEN COMPATIBLE TO DESIGN OF RESIDENCE, AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

- NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES EXCEPT AS DULY APPROVED BY THE ARCHITECTURAL COMMITTEE AND JENKS ZONING CODE.

- ALL ROOFS WILL BE CONSTRUCTED WITH MATCHING 50 YEAR SHINGLES. TILE ROOFS AND CORRESPONDING ROOF PITCHES SHALL BE ALLOWED ONLY WITH SPECIFIC ARCHITECTURAL COMMITTEE APPROVAL.

- ROOF FLASHING: EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED, COLOR TO MATCH ROOF.

- ROOF PITCH: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 10/12 FOR SINGLE STORY AND 8/12 FOR BUILDINGS EXCEEDING ONE (1) STORY. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A BUILDING HAVING A PORTION OF THE ROOF, (NOT TO EXCEED 20% OF THE TOTAL ROOF) TO BE AT A PITCH OF LESS THAN REQUIRED HEREIN. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

- THE FIRST FLOOR OF EACH DWELLING SHALL CONSIST OF 100% MASONRY, NOT INCLUDING WINDOWS AND BENEATH COVERED PORCHES. NO STEEL, ALUMINUM, OR PLASTIC SIDING SHALL BE PERMITTED ON ANY BUILDING.

- ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

- ALL WINDOWS SHALL BE WOOD OR WOOD CLAD.

- ALL CHIMNEYS VISIBLE FROM THE STREET SHALL BE BRICK, STONE, OR STUCCO.

- NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINE ON THE PLAT. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

- NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO, SHALL BE ERECTED ANYWHERE IN THE SUBDIVISION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES NOT EXCEEDING TWENTY-FOUR (24") IN DIAMETER, WHICH ARE PERMITTED), MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

- RETAINING WALLS SHALL NOT BE CONSTRUCTED ON ANY LOT UNTIL A SITE PLAN HAS BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE. SITE PLAN MUST SHOW THE HOUSE, DRAINAGE CONCEPT, AND THE PROPOSED LOCATION AND HEIGHT OF RETAINING WALLS. RETAINING WALLS MAY BE CONSTRUCTED OF BRICK, STONE, OR VERSA-LOCK. CONCRETE RETAINING WALLS MUST BE FACED WITH BRICK, STONE, OR STUCCO. THE USE OF RAILROAD TIES IS NOT PERMITTED.

- NO RECREATIONAL VEHICLE, CAMPER, BOAT, TRAILER SHALL BE UTILIZED AS A TEMPORARY OR PERMANENT RESIDENCE.

- NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

- PLAY STRUCTURES AND TRAMPOLINES MUST BE SET BACK A MINIMUM OF FIVE (5) FEET FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN (10) FEET IN HEIGHT MUST BE PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS, PROVIDED THEY DO NOT EXCEED SIX (6) FEET IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

- STANDARD WOOD PRIVACY FENCES, IF INSTALLED, SHALL COMPLY WITH ALL OTHER REQUIREMENTS HEREIN AND SHALL BE CONSTRUCTED OF WOOD POSTS, RAILS, AND PICKETS WITH "DOG EAR" TOP DETAIL. THE GOOD SIDE SHALL FACE THE STREET.

- NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

- NO ANIMALS LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO EXOTIC ANIMALS AS DEFINED BY JENKS CITY CODES SHALL BE KEPT, BRED OR RAISED ON ANY LOT.

- NO LOT WILL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION, AND THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

- TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM THE PUBLIC AND ADJOINING PROPERTY OWNERS. NO EXPOSED GARBAGE CANS OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

- RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS UNLESS STORED WITHIN A FULLY-ENCLOSED BUILDING.

- NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

- THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.

- ALL MAIL BOXES WILL BE MATCHING AND CONSTRUCTION MATERIAL WILL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE. NUMERIC STREET IDENTIFICATION LETTERING SHALL BE DISPLAYED AND BE CLEARLY IDENTIFIABLE FROM THE PUBLIC RIGHT-OF-WAY.

- MINIMUM SQUARE FOOTAGE: ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 2,800 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 3,500 SF FOR TWO STORY DWELLING.

- NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. A TEMPORARY SALES TRAILER AND ONE TEMPORARY CONSTRUCTION TRAILER MAY BE PERMITTED FOR USE BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS 75% OF THE RESIDENTIAL LOTS HAVE BEEN SOLD.

- CLOTHESLINES: EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED.

- PRESERVATION OF TREES: IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

- LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT WITHIN THE SUBDIVISION, THE BUILDER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH BUILDER SHALL PLANT THE EQUIVALENT WORTH OF \$1,500.00 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 ONE (1) TREE, AT LEAST 2" IN DIAMETER, TO BE LOCATED IN THE FRONT YARD AREA AND OUTSIDE THE STREET RIGHT-OF-WAY OF THE LOT.

- OUTBUILDINGS: DETACHED ACCESSORY BUILDINGS ARE ALLOWED AT A MAXIMUM OF 500 SQUARE FEET, PROVIDED THAT ALL ZONING CRITERIA FOR SAID STRUCTURE IS IN COMPLIANCE WITH THE JENKS ZONING CODE AND SAID STRUCTURES SHALL CONTAIN A MINIMUM OF 75% BRICK, STONE, OR STUCCO EXTERIOR SURFACING THAT MATCHES THE EXISTING MAIN RESIDENCE.

### SECTION V. HOMEOWNERS' ASSOCIATION

#### A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE ELGIN ESTATES HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (HEREIN, SOMETIMES REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITH IN THE SUBDIVISION, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION. THE OWNER/DEVELOPER SHALL DISCHARGE MANAGEMENT CONTROL OF THE HOMEOWNERS' ASSOCIATION UPON OCCUPANCY OF 51% OF THE LOTS IN THE SUBDIVISION.

#### B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

#### C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE

LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

#### D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

#### E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

#### F. RESERVE AREAS

THE CITY OF JENKS SHALL HAVE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ALL RESERVE AREAS FROM THE HOMEOWNERS' ASSOCIATION IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT CERTIFICATE (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING ALL RESERVE AREAS OF "ELGIN ESTATES"; 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 (A) AND (B) ABOVE, TO PURCHASE ALL RESERVE AREAS OF ELGIN ESTATES FROM THE HOMEOWNERS' ASSOCIATION FOR THE SUM OF TEN DOLLARS (\$10.00). THE HOMEOWNERS' ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

#### G. REQUIRED MOWING OF VACANT LOTS

THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE DEVELOPMENT 10 DAYS AFTER THE LOT OWNER HAS RECEIVED NOTICE FROM THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT SAID LOT IS IN VIOLATION OF JENKS CITY CODE SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH. THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH PARAGRAPH C COVENANT FOR ASSESSMENTS.

### SECTION VI. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, 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. RESERVE AREAS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I., II., AND III., 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 IV. PRIVATE COVENANTS SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION V. THE COVENANTS CONTAINED IN SECTION V. HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT OR RESERVE AREA WITHIN THE SUBDIVISION SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A 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 SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN, OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

#### B. DURATION

THE COVENANTS CONTAINED IN SECTIONS IV. AND V. HEREOF SHALL 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 THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

#### C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, SECTION V. HOMEOWNERS' ASSOCIATION, AND SECTION VI. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY 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 III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION IV. PRIVATE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHOUT APPROVAL FROM THE CITY OF JENKS. 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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER/DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 11 DAY OF May, 2017.

JENKS LAND, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Mike Wallace  
MIKE WALLACE, MANAGER

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11 DAY OF May, 2017, PERSONALLY APPEARED MIKE WALLACE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF JENKS LAND, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

10/15/20  
MY COMMISSION EXPIRES  
NOTARY PUBLIC



#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 10 DAY OF May, 2017.

BY: Dan E. Tanner  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE 10 DAY OF May, 2017, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL 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

10/15/20  
MY COMMISSION EXPIRES  
NOTARY PUBLIC

