

**Deed of Dedication
ABERDEEN FALLS**

KNOW ALL MEN BY THESE PRESENTS:

ABERDEEN FALLS DEVELOPMENT COMPANY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, 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:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4) OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 12 EAST OF THE INDIAN BASE AND MERIDIAN, LESS AND EXCEPT THE SOUTH 150 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 NE/4 SE/4) AND LESS AND EXCEPT THE EAST 80 FEET THEREOF FOR A ROAD, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

CONTAINING 35.657 ACRES, MORE OR LESS;

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO 44 LOTS, 1 BLOCK, STREETS, AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "ABERDEEN FALLS", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE PUBLIC STREETS AND STREET RIGHTS-OF-WAY FOR EAST 106TH STREET SOUTH AS DEPICTED ON THE ACCOMPANYING PLAT. ALL OTHER STREETS CONTAINED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHALL BE PRIVATE WITH FULL RIGHTS OF USAGE OF SUCH STREETS BY ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES AS FURTHER DESCRIBED IN SECTION I.H OF THIS DEED OF DEDICATION TEXT. 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 TRANSFORMERS, 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 COVENANTS SET FORTH IN THIS 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 IT'S 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 EASEMENTWAYS 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 ABERDEEN FALLS, 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. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST 106TH STREET SOUTH AND SOUTH PEORIA AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

H. PRIVATE STREETS

ALL STREETS WITHIN THE SUBDIVISION, WITH THE EXCEPTION OF EAST 106TH STREET SOUTH, ARE BY GRANT OF THE OWNER/DEVELOPER AS PRIVATE

STREETS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN ABERDEEN FALLS, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF PROVIDING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE VARIOUS RESIDENTIAL LOTS TO AND FROM PUBLIC STREETS, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION TO BE FORMED FOR THE PURPOSES OF ADMINISTRATION AND MAINTENANCE OF THE PRIVATE STREETS AND OTHER COMMON AREAS OF THE SUBDIVISION.

THE OWNER/DEVELOPER HEREIN 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 WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT.

THE OWNER/DEVELOPER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH THE CITY OF JENKS, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, TO:

1. CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING THE FOLLOWING STANDARDS:
 - A. SURFACING WIDTH SHALL BE NOT LESS THAN 26' MEASURED FROM FACE OF CURB TO FACE OF CURB;
 - B. STREETS SHALL BE CURBED;
 - C. GUTTERS, BASE AND PAVING MATERIALS SHALL BE OF A QUALITY AND THICKNESS MEETING THE NOW EXISTING STANDARDS OF THE CITY OF JENKS OKLAHOMA, FOR MINOR RESIDENTIAL STREETS;
 - D. THE VERTICAL GRADE OF THE STREETS SHALL NOT EXCEED 12%.
2. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER ANY PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT WHICH WOULD PROHIBIT ANY GOVERNMENTAL VEHICLE, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS.

THE OWNER/DEVELOPER ACKNOWLEDGES FOR ITSELF AND ITS SUCCESSORS IN TITLE THAT A PORTION OF THE PRIVATE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT DO NOT MEET THE CITY OF JENKS, OKLAHOMA STANDARD AS TO WIDTH OF RIGHT-OF-WAY, AND FURTHER ACKNOWLEDGES THAT THE CITY OF JENKS, OKLAHOMA SHALL HAVE NO DUTY TO MAINTAIN THE PRIVATE STREETS WITHIN THE SUBDIVISION, NOR HAVE ANY IMPLIED OBLIGATION TO ACCEPT ANY SUBSEQUENT TENDER OF DEDICATION OF ANY PRIVATE STREET OR STREETS WITHIN THE SUBDIVISION.

I. RESERVE AREAS "A", "B" & U/E

RESERVE AREAS "A", "B" & U/E SHALL BE LIMITED TO USE FOR ACCESS GATES, ACCESS GATE KEYPADS, AND ASSOCIATED APPURTENANCES; LANDSCAPING, 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 ABERDEEN FALLS AS SET FORTH WITHIN IV HEREOF.

J. RESERVE AREAS "C", "I" & U/E

RESERVE AREAS "C", "I" & U/E SHALL BE LIMITED TO USE FOR SUBDIVISION SIGNAGE, DECORATIVE FENCING, LANDSCAPING, WATER FEATURES, 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 ABERDEEN FALLS AS SET FORTH WITHIN IV HEREOF.

K. RESERVE AREAS "D", "J" & U/E (STORMWATER DETENTION, OVERLAND DRAINAGE, OPEN SPACE AND UTILITY EASEMENT)

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 AREAS "D", "J" & AND U/E FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN ABERDEEN FALLS AND FROM PROPERTIES NOT INCLUDED WITHIN ABERDEEN FALLS.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "D", "J" & U/E SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS "D", "J" & U/E SHALL BE MAINTAINED BY A HOMEOWNERS' ASSOCIATION COMPRISED OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION. MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE HOMEOWNERS' ASSOCIATION AS SET FORTH UNDER SECTION 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. THE EVENT THE HOMEOWNERS' ASSOCIATION OBLIGATED TO MAINTAIN RESERVE AREA "D", "J" & U/E AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO RESERVE AREA "D", "J" & 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 BLOCK 1, ABERDEEN FALLS, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO 1/44 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 ABERDEEN FALLS.
6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.
7. IN ADDITION TO THE ABOVE DESCRIBED PURPOSES AND RESTRICTIONS OF RESERVE AREA "D", "J" & U/E, THIS AREA SHALL ADDITIONALLY SERVE AS RECREATIONAL OPEN SPACE FOR RESIDENTS OF ABERDEEN FALLS. UPKEEP AND GENERAL MAINTENANCE OF RESERVE AREA "D", "J" & U/E SHALL BE IN STRICT ACCORDANCE WITH THE ABOVE LISTED STANDARDS. ALL COSTS INCURRED FOR UPKEEP AND GENERAL MAINTENANCE OF RESERVE AREA "D", "J" & U/E SHALL BE BORNE BY THE ABERDEEN FALLS HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV HEREOF.

L. RESERVE AREAS "E", "F", "H", "K", "L", "M", "N", & U/E

RESERVE AREAS "E", "F", "H", "K", "L", "M", "N" & U/E SHALL BE LIMITED TO USE FOR LANDSCAPING, 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 ABERDEEN FALLS AS SET FORTH WITHIN IV HEREOF.

M. RESERVE AREA "G" & U/E

RESERVE AREA "G" & U/E SHALL BE LIMITED TO USE FOR AN EMERGENCY ACCESS GATE AND DRIVE, 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 ABERDEEN FALLS AS SET FORTH WITHIN IV HEREOF.

N. RESTRICTIVE WATERLINE EASEMENT

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 RESTRICTED WATERLINE EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, DESIGNATE AS "RWL/E", 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 AND CURBING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

SECTION II – PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, ABERDEEN FALLS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. ____) AS PROVIDED WITHIN SECTIONS 900A THROUGH 950A OF THE CITY OF JENKS ZONING CODE, AS THE SAME EXISTED ON JANUARY 1, 2003, WHICH PUD NO. ____ WAS APPROVED BY THE JENKS PLANNING COMMISSION ON _____, 2003, AND BY THE COUNCIL OF THE CITY OF JENKS ON _____, 2003, AND WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA, THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT STANDARDS

GROSS LAND AREA OF PUD:	35.657 ACRES
EXISTING ZONING:	AG
PROPOSED ZONING:	RS-1, PUD
MAXIMUM NUMBER LOTS PROPOSED:	44
MINIMUM LOT SIZE:	13,000 SF
MINIMUM LOT WIDTH:	75 FEET*
MINIMUM BUILDING SETBACK FROM INTERNAL PRIVATE STREET:	30 FEET**
MINIMUM BLDG. SETBACK FROM ARTERIAL ROADWAYS:	35 FEET
MINIMUM SIDE YARDS:	5'/10' PER LOT
MINIMUM REAR YARDS:	25 FEET
MAXIMUM BUILDING HEIGHT:	35 FEET***
MINIMUM OPEN SPACE & LANDSCAPED AREAS:	

15 PERCENT OF GROSS LAND AREA OF PUD.

MINIMUM DWELLING UNIT SIZE:

SINGLE-STORY DWELLINGS	2,600 SF
TWO-STORY DWELLINGS	3,000 SF

OTHER ZONING BULK AND AREA REQUIREMENTS:

PER RS-1 ZONING DISTRICT STANDARDS.

** MEASURED AT BUILDING SETBACK LINE FOR CUL-DE-SAC AND EYEBROW LOTS.*

*** ON CORNER LOTS LOCATED INTERNALLY WITHIN THE SUBDIVISION, A 20' SIDE BUILDING LINE SHALL BE ALLOWED ALONG THE STREET FRONTAGE OF ONE SIDE OF THE CORNER LOT.*

*** ARCHITECTURAL DECORATIVE ELEMENTS SUCH AS CHIMNEYS AND CUPOLAS MAY EXTEND TO A MAXIMUM HEIGHT OF 45 FEET, HOWEVER, NO HABITABLE PORTION OF ANY DWELLING MAY EXCEED THE 35 FEET HEIGHT LIMITATION.*

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. CONSTRUCTION OF ANY BUILDING, FENCE, POOL, OR WALL SHALL NOT BE COMMENCED, ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE COMPOSED OF CURTIS L. ROBERTS, JAMES H. ROBERTS, AND RICK WILL CUT, 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.

THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON THE 1ST DAY OF JANUARY, 2005, OR WHEN 100 PERCENT OF THE HOMES HAVE BEEN CLOSED TO INDIVIDUALS, WHICHEVER OCCURS LAST. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE HOMEOWNERS' ASSOCIATION HEREFTER PROVIDED FOR.

C. FLOOR AREA OF DWELLINGS

1. SINGLE STORY. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 3,000 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 MINIMUM OF AT LEAST 2,600 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST LEVEL OF SUCH STRUCTURE.

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. THE LIVING AREA MUST BE HEATED / COOLED AND BE COMPLETELY FINISHED WITH FLOOR COVERINGS, SHEETROCK WALLS, MUD CEILINGS AND QUALITY CONSISTENT WITH THE REMAINDER OF THE DWELLING.

D. GARAGES

EACH DWELLING SHALL HAVE A GARAGE FOR AT LEAST TWO AUTOMOBILES. ALL GARAGES ON DWELLINGS ARE REQUIRED TO BE SIDE-ENTRY DESIGN (NO GARAGE DOORS ON THE FRONT PLANE OF THE DWELLING) UNLESS SPECIFICALLY WAIVED, IN THE PARTICULAR INSTANCE, BY THE ARCHITECTURAL COMMITTEE.

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 "GRAND MANOR" BY CERTAIN TEED AND THE COLOR SHALL BE COLONIAL SLATE. A MINIMUM OF 10/12 PITCH FOR ROOF SYSTEMS ON SINGLE STORY AND 8/12 FOR TWO-STORY DWELLINGS SHALL BE USED. TILE ROOFS AND CORRESPONDING ROOF PITCHES SHALL BE ALLOWED ONLY WITH SPECIFIC ARCHITECTURAL COMMITTEE APPROVAL.
3. EXTERIOR WALLS. ALL EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 75 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). VARIATION OF THE ABOVE

REQUIREMENTS MAY BE ALLOWED BY ARCHITECTURAL COMMITTEE APPROVAL.

4. ALL WINDOWS FOR ALL DWELLINGS WITHIN ABERDEEN FALLS SHALL BE WOOD OR WOOD CLAD.
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 CONFORM TO THE SPECIFIC TERMINATOR CAP DESIGNED AND APPROVED FOR ABERDEEN FALLS BY THE ARCHITECTURAL COMMITTEE.
7. MAIL BOXES. ALL MAIL BOXES VISIBLE FROM THE STREET SHALL BE CAST ALUMINUM OR CAST IRON AND SHALL BE "FILIGREE" DESIGN (ALMA). A SINGLE MAIL BOX DESIGN SHALL BE SELECTED BY THE ARCHITECTURAL COMMITTEE.
8. ROOF FLASHING AND VALLEYS. ALL EXPOSED EXTERIOR ROOF FLASHING AND VALLEYS SHALL BE EITHER ALUMINUM OR COPPER MATERIAL AND PAINTED TO MATCH THE ROOFTOP ON WHICH SUCH FLASHING IS PLACED.
9. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN THIS SUBSECTION; PROVIDED, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF SUCH COMMITTEE.
10. ALL CONSTRUCTION TRAFFIC MUST ENTER THE DEVELOPMENT ONLY THROUGH DESIGNATED CONSTRUCTION ENTRANCE(S).

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 ABERDEEN FALLS, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT MAY BE LOCATED AT THE ENTRANCES TO ABERDEEN FALLS.

3. PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED AT THE ENTRANCES TO ABERDEEN FALLS.

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, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.

2. ALL OUTBUILDINGS, WITH OR WITHOUT LIVING QUARTERS, MUST MATCH THE DESIGN, MATERIAL, AND QUALITY OF THE HOME UPON THE LOT IN WHICH THE OUTBUILDING IS TO BE BUILT. NO OUTBUILDING SHALL BE ERECTED UNTIL THE SPECIFICATIONS AND DESIGN THEREOF ARE APPROVED BY THE ARCHITECTURAL COMMITTEE AS PROVIDED WITHIN SUBSECTION B OF SECTION III. ADDITIONALLY, A LIMITATION OF ONE (1) OUTBUILDING PER LOT SHALL BE ALLOWED AND SUCH OUTBUILDING SHALL NOT EXCEED 800 SQUARE FEET IN SIZE.

K. VEHICLE STORAGE AND PARKING

NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

L. ANTENNAS

NO RADIO OR TELEVISION TOWER, AERIAL, OR ANTENNA SHALL BE LOCATED ON ANY LOT. SATELLITE DISHES SHALL BE SCREENED FROM VIEW FROM ALL STREETS WITHIN THE SUBDIVISION.

M. TRASH RECEPTACLES

UPON REVIEW OF PROPOSED DWELLING UNIT ARCHITECTUAL PLANS BY THE ARCHITECTURAL COMMITTEE, AN ATTENDANT DETAIL SHALL BE PROVIDED WITH SUCH PLANS FOR THE PROPOSED SCREENING AND ENCLOSURE OF TRASH RECEPTACLES TO BE LOCATED UPON THE LOT. TRASH RECEPTACLES UPON ALL LOTS SHALL BE FULLY SCREENED FROM VIEW FROM ALL STREETS WITHIN THE SUBDIVISION.

N. RECREATIONAL VEHICLES

NO RECREATIONAL VEHICLES INCLUDING BU NOT LIMITED TO BOATS, SEA DOO'S, AND TRAILORS, SHALL BE ALLOWED UPON ANY LOT WITHIN THE SUBDIVISION UNLESS WHOLLY CONTAINED WITHIN AN ATTACHED GARAGE STRUCTURE OR FREESTANDING OUTBUILDING UPON THE LOT. SUCH GARAGE OR OUTBUILDING SHALL BE LIMITED TO A MAXIMUM OF 800 SQUARE FEET IN

SIZE AND SHALL CONTAIN A MINIMUM OF 75 PERCENT BRICK, STONE, OR STUCCO EXTERIOR SURFACING.

O. RETAINING WALLS

ALL RETAINING WALLS PROPOSED FOR CONSTRUCTION ON ANY LOT WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED OR COMPLETED SURFACED WITH NATURAL STONE OR MASONRY MATERIALS, WITH DETAILS AND SURFACING MATERIALS OF SUCH RETAINING WALL SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

P. DOMESTIC ANIMALS

A MAXIMUM OF FOUR (4) DOMESTIC PETS SHALL BE ALLOWED ON ANY LOT WITHIN THE SUBDIVISION.

Q. DRIVEWAYS

DRIVEWAYS CANNOT BE CONSTRUCTED OF CHAT OR ASPHALT. CONCRETE, BRICK, FLAGSTONE, OR OTHER BUILDING MATERIALS UTILIZED FOR DRIVEWAY SURFACING MUST RECEIVE APPROVAL BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION ACTIVITY OCCURRING UPON A LOT.

R. WROUGHT IRON FENCING

UPON DEVELOPMENT OF ABERDEEN FALLS, THE DEVELOPER SHALL INSTALL WROUGHT IRON FENCING ALONG THE FULL LENGTH OF THE EAST AND NORTH PROPERTY LINES OF THE SUBDIVISION, WITH THE EXCEPTION OF ENTRANCE ACCESS AREAS SPECIFICALLY DESIGNATED ON THE PLAT. PRIOR TO OCCUPANCY OF A HOME UPON LOTS 3, 4, 5, 23, 24, 25, 28, 29, 30, 36, 37, 38, 39, 40 & 41, BLOCK 1, WROUGHT IRON FENCING OF THE SAME STYLE, DESIGN, COLORATION, AND MATERIAL SHALL BE INSTALLED BY THE LOT OWNER ALONG ALL LOT LINES THAT ARE IN COMMON WITH RESERVE AREA "J" AS DESIGNATED ON THE ACCOMPANYING PLAT. AT THE SOLE DISCRETION OF THE LOT OWNERS OF LOTS 22 AND 23, BLOCK 1, WROUGHT IRON FENCING MAY BE INSTALLED ALONG THOSE PROPERTY LINES THAT ARE IN COMMON WITH RESERVE AREA "I"; HOWEVER, ANY SUCH FENCING ALONG THESE COMMON LINES SHALL BE RESTRICTED TO WROUGHT IRON FENCING OF SAME STYLE, DESIGN, COLORATION, AND MATERIAL OF THE PERIMETER WROUGHT IRON FENCING INSTALLED BY THE DEVELOPER.

S. 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.
2. NO FENCE OR WALL SHALL BE ERECTED ON ANY LOT UNTIL THE PLANS, SPECIFICATIONS AND DESIGN THEREOF HAVE BEEN APPROVED BY THE ARCHITECTURAL COMMITTEE.

T. LANDSCAPING REQUIREMENTS

PRIOR TO OCCUPANCY OF A HOME UPON A LOT IN ABERDEEN FALLS, THE LOT OWNER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT, AND A SPRINKLER / IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL TO SUPPORT ALL SAID SODDED AREAS. THE ARCHITECTURAL COMMITTEE MAY REVIEW AND POTENTIALLY WAIVE, IN THE PARTICULAR INSTANCE, SODDING AND IRRIGATION INSTALLATION REQUIREMENTS FOR EXISTING NATURAL AREAS OF AESTHETIC VALUE IDENTIFIED UPON LOTS AND WITHIN OTHER NATURAL AREAS OF THE SUBDIVISION. ADDITIONALLY, EACH LOT OWNER 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 PRIOR TO OCCUPANCY OF A HOME UPON A LOT.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF THE ABERDEEN FALLS HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN ABERDEEN FALLS (HEREINAFTER REFERRED TO AS THE "ABERDEEN FALLS 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", "G", "H", "I", "J", "K", "L", "M", AND "N" FOR THE PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ABERDEEN FALLS.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS RECORDED OWNER OF THE FEE INTEREST OF A RESIDENTIAL LOT SHALL BE A MEMBER OF THE ABERDEEN FALLS 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 ABERDEEN FALLS SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE GENERAL COMMON AREAS OF THE SUBDIVISION.

SECTION V. 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, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE

COVENANTS WITHIN SECTION I, 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 II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION III. PRIVATE BUILDING AND USE RESTRICTION. 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 ABERDEEN FALLS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II OR III, IT SHALL BE LAWFUL FOR, ANY OWNER OF A RESIDENTIAL LOT OF 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 ABERDEEN FALLS AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS, AND SECTION IV. HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN ABERDEEN FALLS. 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: ABERDEEN FALLS DEVELOPMENT COMPANY, LLC, AN
OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS
_____ DAY OF _____, 2003.

ABERDEEN FALLS DEVELOPMENT COMPANY, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
MANAGING MEMBER

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS
_____ DAY OF _____, 2003, PERSONALLY APPEARED _____,
TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGING
MEMBER, THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND
DEED, AND AS FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY
COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

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 "ABERDEEN FALLS", 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.

DEAN ROBINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1146

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, ON THIS _____ DAY OF
_____, 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 PURPOSE
THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
 MAY 21, 2006

COMMISSION NUMBER:
 02008834