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COVENANTS ON THE RECORDED PLAT,
THE COVENANTS ON THE RECORDED
PLAT WILL PREVAIL.**

DUTCHERS CROSSING PHASE II

DUTCHERS CROSSING II
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
P.U.D. 40

KNOW ALL MEN BY THESE PRESENTS:

WEST RIVER PARTNERS, L.L.C., 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:

A tract of land located in the S/2 of the SW/4 of Section 9, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Southwest corner of Section 9, T-17-N, R-13-E of the Indian Meridian;

Thence S 89°16'13" E along the South line of the SW/4 of Section 9 a distance of 551.03 feet to the "Point of Beginning";

Thence N 00°43'47" E a distance of 50.00 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of N 89°16'13" W, a central angle of 90°00'00", a radius of 30.00 feet and an arc length of 47.12 feet;

Thence N 00°43'47" E and tangent to the previous curve a distance of 75.37 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 89°16'13", a radius of 25.00 feet and an arc length of 38.95 feet;

Thence N 03°27'22" W and not tangent to the previous curve a distance of 50.09 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 90°00'00" W, a central angle of 84°58'08", a radius of 25.00 feet and an arc length of 37.07 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 00°13'45", a radius of 825.00 feet and an arc length of 3.30 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 21°45'21", a radius of 250.00 feet and an arc length of 94.93 feet;

Thence N 90°00'00" E and not tangent to the previous curve a distance of 543.72 feet;

Thence N 70°52'03" E a distance of 155.81 feet;

Thence N 45°44'36" E a distance of 302.04 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of N 48°55'36" W, a central angle of 08°15'44", a radius of 975.00 feet and an arc length of 140.60 feet;

Thence N 49°20'08" E a distance of 129.86 feet;

Thence S 44°21'22" E a distance of 50.82 feet;

Thence N 36°11'51" E a distance of 215.61 feet;

Thence N 75°06'30" E a distance of 52.28 feet;

Thence S 63°34'41" E a distance of 90.00 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of N 45°08'59" E, a central angle of 7°57'24", a radius of 275.00 feet and an arc length of 38.19 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 13°36'10", a radius of 375.00 feet and an arc length of 89.03 feet to a tangent compound curve to the left;

Thence along a tangent compound curve to the left with a central angle of 37°53'33", a radius of 150.00 feet and an arc length of 99.20 feet;

Thence S 88°23'20" E and not tangent to the previous curve a distance of 50.00 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 01°36'40" W, a central angle of 11°50'06", a radius of 200.00 feet and an arc length of 41.31 feet;

Thence S 81°48'27" E and not tangent to the previous curve a distance of 151.22 feet;

Thence N 85°08'19" E a distance of 296.81 feet to a point that is 300.00 feet measured perpendicular from the East line of the SW/4 of Section 9;

Thence S 00°05'23" W along a line that is 300.00 feet measured perpendicular from the East line of the SW/4 of Section 9 a distance of 1069.32 feet to the South line of the SW/4 of Section 9;

Thence N 89°16'13" W along the South line of the SW/4 of Section 9 a distance of 1794.49 feet to the "Point of Beginning".

Said tract contains 1,273,389 square feet or 29.2330 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°07'25" E along the West line of the SW/4 of Section 9, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

As owner, I hereby certify that I have caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and has designated the subdivision as "Dutchers Crossing II", a subdivision in the City of Jenks, Tulsa County, Oklahoma,

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted 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", 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 to itself, and to its assigns, the right to use or delegate to others the right to use the designated easements and rights of way to provide any of the services set forth herein, including, but not limited to 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. 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 streets and 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 a street or 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.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along East 141st Street South within the parameter easement of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways 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 the easement ways.
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, effective and non-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 line extending from the gas main, service pedestal or transformer to the service entrance on the structure.

3. The suppliers of electric, telephone, cable television, and gas services, through its agents and employees, shall at all times have the right of access to all easement ways 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 the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television, or gas facilities. Each supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or the owner's agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by each supplier of the electric, telephone, cable television, or 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 mains and of the public sanitary sewer facilities located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public sanitary sewer main, or storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.
2. The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sanitary sewer main, but the owner of each lot will pay for damage or relocation of such facilities cause or necessitated by acts of the owner or his agents or contractors.
3. The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.
4. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of each lot agrees to be bound hereby.

E. Gas Service

1. The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of

dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

2. The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner or the its 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.

F. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Paragraph F shall be enforceable by any affected lot owner and by the City of Jenks, Oklahoma.

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 141st Street South in the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Jenks Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

H. Paving and Landscaping Within Easements

The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Jenks or the supplier of the utility service shall use reasonable care in the performance of such activities.

I. Storm Sewer

1. The City of Jenks, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer easements for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.
2. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the storm sewer easement area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

3. The City of Jenks, or its successors, shall be responsible for ordinary maintenance of the public storm sewer system, but the owner of each lot will pay for damage or relocation of such system caused or necessitated by acts of the owner of each lot or its agents or contractors.
4. The foregoing covenants concerning the public storm sewer system shall be enforceable by the City of Jenks, or its successor, and the owner of each lot agrees to be bound hereby.
5. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

SECTION II. RESERVE AREAS

A. Use of Land

1. Reserve "A", Reserve "B", and Reserve "C" shall be limited to use for utilities, overland drainage, open space, landscaping, drainage, fencing, signage, ingress and egress, recreation facilities, swimming pool and clubhouse facilities and their accessory uses. Reserve "B" shall be utilized as a stormwater detention facility.
2. Reserve "D" shall be limited to use by the City of Jenks for roadway purposes, overland drainage easement, and access to the lift station being developed near the southeast corner of the subject property.
3. The Reserve Areas are reserved for subsequent conveyance to the homeowners' association to be formed pursuant to Section V. hereof. The homeowners' association shall be responsible for all maintenance of Reserve "A", Reserve "B", Reserve "C", and Reserve "D".

B. All Reserves

1. All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the homeowners' association. See Section V for additional details and requirements.
2. In the event the homeowners' association should fail to properly maintain the detention easement areas and facilities thereon located as above provided, the City of Jenks Oklahoma, or its designated contractor may enter the detention easement areas and perform such maintenance, and the cost thereof shall be paid by the homeowners' association.
3. In the event the homeowners' association fails 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 be a lien against each of the lots within the development. Such costs of maintenance shall

become a lien on all the residential lots as hereinafter defined, which may be foreclosed by the City of Jenks, Oklahoma or the Jenks Public Works Authority may add such billing prorate upon the residential lot owners' water bill, which method of collection shall be determined by the City of Jenks.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, Dutchers Crossing II was submitted as part of a planned unit development (designated as PUD No. 40) pursuant to Chapter 9 of the City of Jenks Zoning Ordinance.

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 assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner 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, its successors and assigns; and the City of Jenks, Oklahoma.

THEREFORE, the Owner does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner, its successors and assigns, and shall be enforceable as hereinafter set forth.

A. Use of Land

1. All lots within the subdivision, except Reserve "A", Reserve "B", and Reserve "C" shall be known and described as residential lots and shall be used solely for single family residences and single family purposes.

B. Fronting and Access Limitation

Each dwelling shall front an interior public street and derive its access solely from an interior public street. On corner lots, the dwelling shall front the greater of the building setback lines if differing building setback lines have been established on the lot.

C. Yards and Setbacks

1. **Street Setback.** No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.
2. **Side Yard.** Each lot shall maintain side yards which in the aggregate are not less than 10 feet in width and no side yard shall be less than 5 feet in width, except side yards abutting a street shall not be less than 15 feet, provided however, on corner lots any garage opening shall be set back not less than 20 feet from the street right of way line which abuts a side yard.
3. **Rear Yard.** The rear yard shall not be less than 20 feet, except lots backing up to South Harvard Avenue where the rear yard shall be 35'.

4. Easement Setbacks. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

D. Building Height

No building shall exceed 2-1/2 stories or 35 feet in height.

E. Floor Area of Dwelling

1. Single Story. A single story dwelling shall have at least 2,200 square feet of finished heating 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 at least 1,500 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 2,600 square feet of finished heated living area.
3. Computation of Living Area. The computation of living area shall not include any basement, garage, porch, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

F. Masonry

The first story exterior walls of any dwelling erected on any lot shall be 75% masonry (brick, stone, or stucco). For calculation of required masonry, exterior doors, windows, and wall surfaces under porches may be excluded.

- G. Fencing shall be in accordance with the City of Jenks Zoning Code. Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, fencing may not extend in front of the residence, provided however, on corner lots fencing may extend to within 7.5 ft. of the side yard lot line. Plastic fences, ornamental picket fences, chain link, barbed wire, mesh, and other metal fencing are prohibited. No fence shall exceed six feet in height. Fencing facing the street and installed in side yards between homes shall be aligned with existing fences on adjoining lots where possible. The good side shall face the street.

REFER TO SECTION IV – PAGE # 13
FOR ADDITIONAL FENCING REQUIREMENTS

H. Definitions

In the event of ambiguity of any word or term set forth in Subsections A, B, C, D, E, or F of Section III, the meaning thereof shall be deemed to be defined as set forth within the Jenks Zoning Code as the same existed on September 28, 1972 or as subsequently amended.

SECTION IV. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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. Architectural Design Committee - Plan Review

1. No building, gazebo, swimming pool, improvements, concrete driveway, fence, or wall shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by WEST RIVER PARTNERS, L.L.C., an Oklahoma limited liability company, or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Design Committee". For each building and/or improvement, the required plans and specifications shall be submitted in duplicate and include a site plan with drainage concept, floor plan, exterior elevations, exterior materials. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 14 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Design Committee shall not be required and this covenant shall be deemed to have been fully complied with. The approval or failure to approve building plans shall not be deemed a waiver of any restriction.
2. The Architectural Design Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of 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 Design Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty of responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.
3. The Architectural Design Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Design Committee reserves the authority to review, approve, or reject the type of landscaping, landscape design items, or play structures of any kind which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design committee to be incompatible with the overall design standards of Dutchers Crossing.

4. The Architectural Design Committee reserves the right, in their sole discretion and without joinder of any owner at any time so long as WEST RIVER PARTNERS, L.L.C. is the owner of any lot or any part thereof, to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma
5. The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2012, be deemed transferred to the homeowners' association provided for in Section V., or upon written assignment to the homeowners' association by the Architectural Design Committee, whichever occurs first, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association or authorized representatives..

B. Floor Area of Dwelling

1. **Single Story.** A single story dwelling shall have at least 2,200 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 at least 1,500 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 2,600 square feet of finished heated living area.
3. **Computation of Living Area.** The computation of living area shall not include any basement, garage, porch, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

C. Garages / Driveways

Each dwelling shall have an attached two (2) car garage providing space for a minimum of two (2) automobiles and a maximum of three (3) automobiles for (3) three car garages. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited. Concrete driveways shall not exceed the overall width of the garage. Driveway extensions wider than the overall width of the garage are not permitted.

D. Foundations

Any exposed foundation shall be of brick, stone, or stucco. No stem walls shall be exposed.

E. Siding

All 4 x 8 wood, masonite or stucco board siding must have textured face and 1 x 4 batts applied at 24 o.c. All joints must be batted.

F. Masonry

The first story exterior walls of any dwelling erected on any lot shall be 75% masonry (brick, stone, or stucco). For calculation of required masonry, exterior doors, windows, and wall surfaces under porches may be excluded.

G. Windows

Aluminum windows with a mill finish are not permitted.

H. Roof Pitch

1. No dwelling shall have a roof pitch of less than 9/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 4/12 over porches, patios, and/or dormers.

I. Roofing Materials

Roofing shall be "TAMKO" Heritage® 30 (Color - Weathered Wood) self-sealing composition roofing shingles. Provided however, in the event that such roofing should not be available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Design Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing described above.

J. Vents & Chimney Caps

1. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.
2. All non-masonry fireplaces shall use the uniform terminator cap design designated by the developer of Dutchers Crossing II.

K. On-site Construction

No existing or off-site built structure shall be moved onto or placed on any lot.

L. Outbuildings/Storage Buildings

Outbuildings and/or storage buildings are prohibited.

M. Swimming Pools

Above ground swimming pools are prohibited.

N. Play Structures/Trampolines

Play structures and trampolines must be setback a minimum of five feet (5'-0") from all property lines. Play structures in excess of ten feet (10 ft.) 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 feet (6'-0") in height and are out of view of adjoining lot owners.

SUB-SECTION #2 (FENCING) HAS CHANGED. REFER
TO FIRST AMENDMENT ATTACHED FOR NEW
GUIDELINES CONCERNING RANCH RAIL FENCING.

O. Fencing

1. Wood Privacy Fences: Standard privacy fences, if installed, must be constructed of wood posts, rails, and pickets with "dog ear" top detail. Fences shall not exceed six feet (6'-0") in height.
2. Ranch Rail Fences: Fences on Lots 1 thru 10 of Block 4, if installed, are required to be ranch rail fencing at the rear property line abutting the greenbelt (Reserve D). Ranch rail fences shall be constructed six feet (6'-0") in height, with pre-treated yellow pine round rails and posts with black coated vinyl chain link fencing. The remaining perimeter of the lot shall use and be limited to standard privacy fencing as outlined in Section -1 above. Ranch rail fences are not permitted on other lots.

P. Perimeter Fencing

The Owner/Developer herein establishes and reserves for subsequent conveyance to the homeowners' association to be formed pursuant to Section V. a perpetual exclusive easement to erect and maintain fencing, walls and landscaping along the boundaries of the subdivision adjacent to East 141st Street South within the fence easements depicted on the accompanying plat as "F&L/E".

Q. Satellites/Antennas

Exterior television, "CB" Radio or other type of antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 18 inches in diameter shall be allowed so long as the dish is installed on the back or side of the dwelling and out of public view as much as possible from any street within the subdivision.

R. Retaining Walls

SECTION R (RETAINING WALLS) HAS CHANGED.
REFER TO FIRST AMENDMENT ATTACHED FOR NEW
GUIDELINES CONCERNING RETAINING WALLS.

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-LOK. Concrete retaining walls must be faced with brick, stone, or stucco. The use of railroad ties is not permitted.

S. Recreational Sporting Equipment

Miscellaneous recreational sporting equipment, toys, bicycles, etc. shall be stored out of the view of property owners when not in use.

T. Lot Maintenance

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

U. Recreational Vehicles / Trailers / Equipment

Boats, trailers, campers, motor homes, recreational vehicles, and equipment of any kind shall not be stored on any lot except within an enclosed garage.

V. Inoperative Vehicles / Machinery / Landscape Equipment

No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage.

W. Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from the public and adjoining property owners. No exposed garbage cans, trash cans or any trash burning apparatus or structure shall be placed on any lot.

X. Mailboxes

Mailboxes shall conform in design to that specific design as designated by the Dutchers Crossing Architectural Design Committee. **NO EXCEPTIONS**

Y. Animals

No animals, livestock, or poultry of any kind may be maintained, bred, sold, or kept except that up to a maximum of two (2) household pets (dogs or cats) may be kept, provided the pets are owned by the lot owner and are not used or kept for commercial purposes. Boarding of pets is not permitted. Pets shall be controlled in a manner that will not interfere with the use and enjoyment of other lot owners' property and neighborhood amenities.

Z. Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

AA. Outside Storage

No outside storage is permitted on any lot.

AB. Construction Materials and Outside Storage

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat & orderly manner. Once construction and landscaping is completed, no outside storage is permitted.

AC. Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or real estate signs used by a builder to advertise the property during the construction and sales period.

AD. Landscaping

1. All open lot areas shall be sodded and the front of each residence professionally landscaped within 30 days of completion of home. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the home.
2. The owner of each lot shall be required to install a minimum of one (1) tree in the front yard (minimum size - 2" diameter). If existing trees remain on lot, this requirement shall have been waived.
3. The use of artificial or manmade plant material is prohibited. Without the approval of the Architectural Design Committee, ornamental landscape design items are prohibited, other than one bench located upon the front porch of the residence. Seasonal and holiday exterior decorations may be used if timely and seasonally displayed.

SECTION V. HOMEOWNERS' ASSOCIATION

A. Formation of Homeowners' Association

The Owner/Developer has formed or shall cause to be formed the Dutchers Crossing Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas, Reserve "A", Reserve "B", and Reserve "C" and enhancing the value, desirability, and attractiveness of Dutchers Crossing II.

B. Membership

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

C. Covenant for Assessments

Each lot owner by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association assessments to be established by the Owner/Developer or Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage. Assessments not paid within thirty days of the mailing to a

lot owner of the assessment shall accrue interest at the annual rate per annum of 18%. The lien may be foreclosed in the same manner as a mortgage lien. The Association shall be entitled to recover all court cost and other cost of foreclosure including a reasonable attorney's fee.

D. Annexation of Additional Properties

The Owner/Developer will cause to be filed of record a Declaration of Covenants, Conditions, and Restrictions for Dutchers Crossing Homeowners' Association (the "Declaration"). The Declaration will provide that the Owner/Developer may from time to time file of record a Notice of Annexation. Upon the filing of such a Notice of Annexation, additional properties platted into residential lots, containing streets and utilities for public use, additional common areas, and recreational facilities, such as a swimming pool and other recreational facilities which the Owner/Developer determines will enhance the value, desirability and attractiveness of Dutchers Crossing and usefulness and enjoyment of the common areas by members of the Association, will become annexed to and a part of Dutchers Crossing. Every person who becomes a fee owner of lot in the annexed property by acceptance of a deed to the lot therein shall constitute acceptance of membership in the Association as of the date of Annexation, or as of the date of recording of the deed, whichever occurs last. The owners of lots in annexed properties and owners of lots in the original platted addition, will bear all the cost of maintenance of common areas and recreational facilities, in the same manner as if the annexed properties were a part of the original plat of Dutchers Crossing II. The Association shall through assessments bear all cost for maintenance of the additional common areas and recreational facilities on the same basis as the Association bears all cost for maintenance of the common areas within Dutchers Crossing II and the annexed property.

E. Enforcement Rights of the Association

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

F. Required Mowing of Vacant Lots

The homeowners' association shall have the right, but not the obligation, to mow any vacant lot within the development after completion of a ten (10) day notice period of the lot owners' notification from the City of Jenks Code Enforcement Department that said lot is in violation of Section 13-1-13; Abatement of Weeds and Trash of the Jenks City Code. The homeowners' association shall have the right to add costs of said mowing to the lot owner's Association dues to be collected in accordance with subsection (C) of this section.

G: All reserve areas shall be maintained by the owner/developer until such time as the Homeowners' Association is formed in accordance with this Section. 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.

The Homeowners' Association, and its members shall indemnify and hold harmless the City of Jenks, and its agents and representatives, from any claims, liabilities or damages arising in

connection with the ownership and use of the facilities and improvements constructed or situated in the reserves.

The City of Jenks shall also have right, but not the obligation, to purchase Reserve Area "A" from the Homeowners' Association in the event: (A) a County Treasurer's Certificate of tax sale by assignment certificate (Tax Certificate) is issued by the County Treasurer of Tulsa County, Oklahoma, as the result of unpaid real property taxes covering said Reserve of Dutchers Crossing 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 Reserve Area "D" of Dutchers Crossing from the Dutchers Crossing Homeowners' Association for the sum of ten dollars (\$10.00). The Dutchers Crossing Homeowners' Association shall deliver a conveyance to the City of Jenks upon receipt of said purchase price.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement and Duration

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

B. Amendment

The provisions contained within Section I. Public Streets, Easements and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the lots within the subdivision, and with the approval of the City of Jenks, Oklahoma. The covenants contained within Section II. Reserve Areas and Section III. Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument from the owners of more than 75% of the lots within the subdivision and approved by the City of Jenks. Section IV. Private Building and Use Restrictions may be amended or terminated at any time by a written instrument from the owners of more than 75% of the lots within the subdivision. The provisions of any such instrument amending or terminating covenants shall be effective from and after the date it is properly recorded.

C. Severability

These restrictive covenants, together with the other documents incorporated by reference, shall construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provisions herein contained shall not serve to render the balance of this

CERTIFICATE OF SURVEY

I, Jerry W. Ledford, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, 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 "Dutchers Crossing II", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Witness my hand and seal this 31st day of October, 2005.

Jerry W. Ledford
Registered Professional Land Surveyor

State of Oklahoma)
) s.s.
County of Tulsa)

Before me the undersigned, a notary public in and for said county and state, on this 31st day of October, 2005, personally appeared Jerry W. Ledford, to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate of Survey 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.

D. Sue Mitchell, Notary Public
My Commission No. 01004303 expires
March 27, 2009.

FIRST AMENDMENT TO DUTCHERS CROSSING II
DEED OF DEDICATION AND RESTRICTIVE COVENANTS
AN ADDITION TO THE CITY OF JENKS, BEING A SUBDIVISION OF PART OF THE
S/2 OF THE SW/4 OF SECTION 9, T-17-N, R-13-E, OF THE INDIAN MERIDIAN,
TULSA COUNTY, STATE OF OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS:

WEST RIVER PARTNERS, L.L.C., 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:

A tract of land located in the S/2 of the SW/4 of Section 9, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Southwest corner of Section 9, T-17-N, R-13-E of the Indian Meridian;

Thence S 89°E16'13" E along the South line of the SW/4 of Section 9 a distance of 551.03 feet to the "Point of Beginning";

Thence N 00°43'47" E a distance of 50.00 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of N 89°16'13" W, a central angle of 90°00'00", a radius of 30.00 feet and an arc length of 47.12 feet;

Thence N 00°43'47" E and tangent to the previous curve a distance of 75.37 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 89°16'13", a radius of 25.00 feet and an arc length of 38.95 feet;

Thence N 03°27'22" W and not tangent to the previous curve a distance of 50.09 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 90°00'00" W, a central angle of 84°58'08", a radius of 25.00 feet and an arc length of 37.07 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 00°13'45", a radius of 825.00 feet and an arc length of 3.30 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of $21^{\circ}45'21''$, a radius of 250.00 feet and an arc length of 94.93 feet;

Thence $N 90^{\circ}00'00'' E$ and not tangent to the previous curve a distance of 543.72 feet;

Thence $N 70^{\circ}52'03'' E$ a distance of 155.81 feet;

Thence $N 45^{\circ}44'36'' E$ a distance of 302.04 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of $N 48^{\circ}55'36'' W$, a central angle of $08^{\circ}15'44''$, a radius of 975.00 feet and an arc length of 140.60 feet;

Thence $N 49^{\circ}20'08'' E$ a distance of 129.86 feet;

Thence $S 44^{\circ}21'22'' E$ a distance of 50.82 feet;

Thence $N 36^{\circ}11'51'' E$ a distance of 215.61 feet;

Thence $N 75^{\circ}06'30'' E$ a distance of 52.28 feet;

Thence $S 63^{\circ}34'41'' E$ a distance of 90.00 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of $N 45^{\circ}08'59'' E$, a central angle of $7^{\circ}57'24''$, a radius of 275.00 feet and an arc length of 38.19 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of $13^{\circ}36'10''$, a radius of 375.00 feet and an arc length of 89.03 feet to a tangent compound curve to the left;

Thence along a tangent compound curve to the left with a central angle of $37^{\circ}53'33''$, a radius of 150.00 feet and an arc length of 99.20 feet;

Thence $S 88^{\circ}23'20'' E$ and not tangent to the previous curve a distance of 50.00 feet to a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of $S 01^{\circ}36'40'' W$, a central angle of $11^{\circ}50'06''$, a radius of 200.00 feet and an arc length of 41.31 feet;

Thence $S 81^{\circ}48'27'' E$ and not tangent to the previous curve a distance of 151.22 feet;

Thence N 85°08'19" E a distance of 296.81 feet to a point that is 300.00 feet measured perpendicular from the East line of the SW/4 of Section 9;

Thence S 00°05'23" W along a line that is 300.00 feet measured perpendicular from the East line of the SW/4 of Section 9 a distance of 1069.32 feet to the South line of the SW/4 of Section 9;

Thence N 89°16'13" W along the South line of the SW/4 of Section 9 a distance of 1794.49 feet to the "Point of Beginning".

Said tract contains 1,273,389 square feet or 29.2330 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°07'25" E along the West line of the SW/4 of Section 9, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

As owner, West River Partners, L.L.C. has caused the above described land to be surveyed, divided, mapped, dedicated and access rights reserved as presented on the plat and has designated the subdivision as "Dutchers Crossing II", a subdivision in the City of Jenks, Tulsa County, Oklahoma,

NOW THEREFORE, West River Partners, L.L.C., the current owner of ninety-eight percent (98%) of all lots within Dutchers Crossing II (Lots 11 thru 15 Block 4, Lots 13 thru 27 Block 5, Lots 1 thru 40 Block 6, and Lots 1 thru 30 Block 7), does hereby amend Section IV. Private Building and Use Restrictions as follows:

Paragraph O. Fencing. Section 2. - Amend to read in its entirety as follows:

2. Fences on Lots 11 thru 15 of Block 4 and Lots 1 thru 7 of Block 6, if installed, shall conform to the following requirements:

Fencing shall be ranch rail fencing at the rear property line abutting the greenbelt (Reserve B) and the first twenty-five feet (25'-0") along both side property lines, as measured from the rear corner of each lot. Ranch rail fences shall be constructed five feet (5'-0") in height, with pre-treated yellow pine round rails and posts with black coated vinyl chain link fencing. The remaining perimeter of the lot shall use and be limited to standard wood privacy fencing as outlined in Section 1. above. The last three feet (3') of the wood fence shall taper down to five feet (5'-0") in height to match adjoining ranch rail fencing (if applicable). Ranch rail fences are not permitted on any other lots within Dutchers Crossing II.

Paragraph R. Retaining Walls - Add the following language to Paragraph R:

Retaining walls on Lots 11 thru 15 of Block 4 and Lots 1 thru 7 of Block 6, if installed, shall be constructed of native limestone boulders; VERSA-LOK retaining walls are not permitted.

