

#106604 EXHIBIT "A"
DEED OF DEDICATION
Dated: October 21, 1996
Filed: October 31, 1996
Recorded in book 5857 Page 1874

PLAT NO. 5156

STAPLEHURST

AN ADDITION TO THE CITY OF JENKS, BEING A SUBDIVISION OF A PART OF THE W/2 OF THE NW/4 OF SECTION 23, T-18-N, R-12-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

GROUNDWORKS LTD., an Oklahoma limited partnership, hereinafter referred to as the "Owner and/or 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 lying in the W/2 NW/4 Section 23, Township 18 North, Range 12 East., of the Indian Base and Meridian according to the U.S. Government Survey thereof, City of Jenks, Tulsa County, State of Oklahoma, more particularly described as follows:

Beginning at a point on the East line of said W/2 NW/4, said point lying 33.00 feet North of the Southeast Corner thereof; thence N89° 54'45"W and parallel to the South line of said W/2 NW/4 a distance of 792.76 feet; thence N0°02'09" W a distance of 7.00 feet; thence N89°54'45"W a distance of 24.00 feet; thence N44°52'37"W a distance of 42.40 feet' thence N89°54'45"W a distance of 104.29 feet to a point on the Easterly Right-of-way line of U.S. Highway 75; thence Northerly along said Right-of-way as follows:

thence N3°00'36"W a distance of 638.88 feet; thence N9°17'47"E a distance of 603.80 feet; thence N11°06'06"E a distance of 285.29 feet; thence S78°53'54"E a distance of 70.00 feet; thence N11°06'17"E as distance of 350.00 feet; thence N18°43'00"E a distance of 210.19 feet;

thence Due East a distance of 633.78 feet to a point in the East line of said W/2 NW/4; thence S0°00'29"E along said East line a distance of 2.081.00 feet to the point of Beginning, containing 41.9536 Acres, more or less.

and has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "STAPLEHURST", an Addition to the City of Jenks, Tulsa County, Oklahoma.

SECTION 1

STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets, 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", 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 and right-of-ways 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 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 and landscaping.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the East boundary of Block 1, and the South perimeter boundary of the subdivision, if located within a utility easement as depicted on the accompanying plat. Street light poles or standards shall be served by underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the streets and easement ways dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easement ways.

2. Underground service cables and gas lines to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer or gas main 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 line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and affective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable or gas line, extending from the service pedestal, transformer or gas main to the service entrance on the structure.
3. The supplier of gas, electric, telephone and cable television services, through its agents and employees, shall at all times have the right of access to all easement ways shown on the plat for otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground gas, electric, telephone or cable television 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 gas, electric, telephone or cable television facilities. The 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 his agents or contractors.
5. The foregoing covenants set forth in this paragraph B shall be enforceable by the supplier of the gas, electric, telephone or cable television service and the owner of the lot agrees to be bound hereby.

C. Water and Sewer Services

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.
2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade in excess of 3 feet 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.

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3. The City of Jenks, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
4. The City of Jenks, Oklahoma, or its successors, shall at all times have right of access to all easement ways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
5. The foregoing covenants set forth in this paragraph C shall be enforceable by the City of Jenks, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

D. Reserve Areas

Reserve "A", Reserve "B" and Reserve "C" shall be operated and maintained by the Owner/Developer until such time as the same are conveyed to the homeowners association to be formed as set forth in Section IV. From and after the date of such conveyance, the homeowners association shall be responsible for the maintenance of the same and pay for all costs and expenses associated therewith. In the event such areas are not properly maintained, the City of Jenks or its contractors may enter upon said property, perform the maintenance and bill the Owner/Developer or homeowners association, whoever is the then owner of such property, for the same. Such cost 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 City of Jenks or the Jenks Public Works Authority may add such billing prorate upon the Residential Lot owner's water bill which method of collection is agreed to by all Residential Lot owners.

E. 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 E shall be enforceable by any affected lot owner and by the City of Jenks, Oklahoma.

F Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to North Franklin Street and West 96th Street South within the bounds designated as "Limits Of No Access" m(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 pertaining thereto, and the limits of no access above established shall be enforceable by the City of Jenks, Oklahoma.

G. Paving and Landscaping Within Easements

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

SECTION II

PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, the Residential Development Area (as defined below) was submitted as a planned unit development (designated as PUD No. 8) as provided within Sections 900-970 of Chapter 9, Jenks Ordinances (Jenks Zoning Code), as the same existed on February 1, 1993, which PUD No.8 was approved by the Jenks Planning Commission on February 22, 1996, and by the Council of the City of Jenks, Oklahoma, on March 4, 1996 and published on March 14, 1996; 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 assure 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.

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 Use of Land

The development of the Residential Development Area pursuant to PUD No. 8 shall be subject to the planned until development provisions of the City of Jenks Zoning Code, as such provisions existed on February 1, 1993, or as may be subsequently amended.

B. Residential Development Area

Lots 1 through 30, Block 1, and Lots 1 through 10, Block 2, and Lots 1 through 16, Block 3, and Lots 1 through 16, Block 4, and Lots 1 through 33, Block 5 (hereinafter referred to as the "Residential Lots") and Reserve "A", Reserve "B" and Reserve "C" (together with the Residential Lots, collectively hereinafter referred to as the "Residential Development Area") shall be subject to the following restrictions and limitations:

1. Use

The use of the Residential Lots shall be limited to detached single family residential purposes, having an attached garage providing space for a minimum of two automobiles. The use of Reserve "A" within Block 1 and Reserve "B" within Block 1 shall be limited to paved walkways and Reserve "C" within Block 7 shall be limited to a storm water detention pond, open space and parking and is reserved for subsequent conveyance to a homeowners association to be formed as set forth within Section IV.

2. Fronting and Access Limitation

Each dwelling shall front a dedicated public street.

No house shall front on North Franklin Street

3. Yards and Setbacks

- a. Street Setback: No building shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat.

Garages facing side streets having a 15' building line shall be set back 20' from the property line. The front of the house must face the most restrictive building line.

- b. Rear Yard: The minimum rear yard shall not be less than 20 feet in width.

- c. Side Yard: The minimum side yard shall not be less than 5 feet nor the width of any utility easement located within the lot and along the side lot line.
- d. Dwelling Separation: Dwellings shall maintain a separation of not less than 10 feet.
- e. Easement Setbacks: No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

4. Screening

A 6' high wood fence will be constructed along the West boundary of Lot 1; Block 1 and Lots 1 through 5, inclusive and Lot 16, Block 3 and Lots 1 through 16, Block 4 and along the East boundary of Lots 9 through 30, Block 1 and Reserve C.

Trees, shrubs and ground cover will be planted at the entrance of the addition (North Douglas Street at North Franklin Street) in the median, and along the West boundary of Reserve "C", also along the West boundary of Lot 1, Block 1, Block 3 and Block 4. Also, low shrubs and ground cover will be planted in the Median of West "H" Street at North Franklin Street.

5. Signage

One monument sign identifying the residential development may be located at the Southwest corner of Reserve "C" not exceeding 6' in height nor 32 square feet of display surface area.

SECTION III

ADDITIONAL RESTRICTIONS

WHEREAS, the Developer desires to establish additional restrictions for the purpose of providing for the orderly development of the Residential Development Area and to ensure its successors and assigns.

THEREFORE, the Developer does hereby impose the following additional restrictions and covenants on the Residential Development Area., which shall be covenants running with the land, and shall be binding upon the Developer, its successors and assigns:

- A. Architectural Committee - Plan Review

1. No building, fence or wall shall be erected, placed or altered on any Residential Lot in this subdivision until the building plans and specifications and plot plan, which plot plan shows the location and facing of such building, have been approved in writing by a majority of an architectural committee composed of John R. Woolman, Denny L. Woolman and Inez Jemison, or their duly authorized representative, representatives or successors. 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 scheme, 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 Plans, specifications and plot plans submitted to it as herein required within thirty (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 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 approval, disapproval or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval, disapproval or failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.
3. The powers and duties of the Committee or its designated representative shall cease on the 1st day of January, 2005, or when ninety percent (90%) of the lots have been closed, whichever occurs first. Thereafter, the powers and duties of the Architectural Committee shall be exercised by the home owners' association hereafter provided for.

B. 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 will be exposed. No stem walls will be exposed.

2. Roofing

The roof of the dwelling erected on any Residential Lot shall be Heritage II, Timberline or equal and shall be weathered wood in color.

3. Exterior Walls

The first story exterior walls of the dwelling erected on any Residential Lots shall be of at least fifty percent (50%) 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 constructions 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 chase.)

4. Windows

All dwellings with windows other than wood will be either anodized or electrostatically painted. Metal window frames will be in color harmony with the exterior color and texture of the residences. No unpainted aluminum will be permitted for window framing. Wood frames will be painted, sealed or stained.

5. Siding

No steel, aluminum or plastic siding shall be permitted on any building on any Residential Lot.

6. Mail Boxes

All mail boxes visible from the street shall be constructed of brick or stone to match the primary residence.

7. Waiver

The Architectural Committee may waive, in 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 the Architectural Committee.

C. Noxious Activity

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

D. Existing Building

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

E. Temporary Structures and Outbuildings

1. No trailer, tent, garage, barn, outbuilding, nor any structure of a temporary nature shall be at any time used for human habitation, temporarily or permanently.
2. Except for building existing at the time of filing of this plat, any building which is detached from the principal dwelling structure shall be limited to buildings customarily accessory to a single-family dwelling and shall be of a similar architectural design as the principal dwelling.

F. Vehicle Storage and Parking

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

G. Antennas

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

H. Minimum Square Footage

All single family dwelling units shall have a minimum of 1,500 square feet of finished heated living area.

SECTION IV

HOMEOWNER'S ASSOCIATION

A. Formation of Homeowner's Association

The Owner/Developer has formed or shall cause to be formed an association or association of the owners of the Residential Lots within STAPLEHURST 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, and enhancing the value, desirability and attractiveness of STAPLEHURST.

B. Membership

Every person or entity who is a record owner of the fee interest of a Residential Lot shall be a member of an association, and shall be subject to assessment for maintenance of the common areas. Membership shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

SECTION V

ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

- A. 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 hereto, 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, are established pursuant to the Planned Unit Development provisions of the City of Jenks Zoning Code and shall inure to the benefit of the City of Jenks, Oklahoma. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II, it shall be lawful for the City of Jenks to maintain any action of law or inequity 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.

B. Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event 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 as hereinafter provided.

C. Amendment or Termination

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, and the City of Jenks, Oklahoma. The Covenants contained within Section II Planned Unit Development Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of more than 75% of the Residential Lots and approved by the Jenks Planning Commission, or its successors. The covenants contained with Section III, Additional Restrictions may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of more than 75% of the Residential Lots. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

D. Severability

Invalidation of any restriction set for the 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, Groundworks Ltd. has executed this instrument this 21st day of October 1996.

GROUNDWORKS LTD., An Oklahoma
Limited Partnership

By: INTERAK CORPORATION.
A Corporation
Its General Partner

By: W. Douglas Jones
Its President

STATE OF OKLAHOMA)
)
COUNTY OF TULSA) ss

This instrument was acknowledged before me on this 21st day of October, 1996,
by W. Douglas Jones as President of Interak Corporation, a corporation, as
General Partner of Groundworks Ltd., and Oklahoma limited partnership.

My commission Expires:

8/29/2000

Inez Jamison
Notary Public

CERTIFICATE OF SURVEY

I, Jack C. Cox, of Cox and 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 designed therein as
“STAPLEHURST”, 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 practices and meets or exceeds the Oklahoma Minimum
Standards for the practice of Land Surveying as adopted.

Jack C. Cox
JACK C. COX, Registered Land
Surveyor

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STATE OF OKLAHOMA)
)
COUNTY OF TULSA) ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of October, 1996, personally appeared Jack C. Cox to me known to be the identical person who subscribed his name as Registered Professional Land Surveyor to the foregoing Certificate, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
January 13, 1998

Dianna W. Henry
Notary Public

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$5540.00 per trust receipt no. 11322 to be applied to 1996 taxes.

This certificate is NOT to be construed as payment of 1996 taxes in full but is given in order that this plat may be filled of record.

1996 taxes could exceed the amount of the security deposit.

Dated Oct 31, 1996

Dennis Semier

Tulsa County Treasurer

by R..... Perkins

Deputy

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council

on April 29, 1996

Mike Finker

MAYOR – VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager,

Illegible Signature

CITY MANAGER

PLAT HERETO ATTACHED.

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#106606

DECLARATION OF ASSOCIATION COVENANTS AND RESTRICTIONS BLOCKS 1, 2, 3, 4, AND 5, STAPLEHURST

Dated: October 31, 1996

Filed: October 31, 1996

Recorded in Book 5857 Page 1880-1892

TULSA COUNTY CLERK - JOAN HASTINGS RCPT 185655 10/31/96 10:19:55
DOC # 96106606 FEE 32.00 PGS 13 B/P 5857/1880-1892

DECLARATION OF ASSOCIATION COVENANTS AND RESTRICTIONS BLOCKS 1, 2, 3, 4, AND 5, STAPLEHURST

THIS DECLARATION made this 31st day of Oct, 1996, by
Groundworks Ltd., and Oklahoma limited partnership, hereinafter referred to as
“Declarant”.

RECITALS:

A. Declarant is the owner of :

Lots 1 through 30, Block 1, Lots 1 through 10, Block 2, Lots 1-16,
Block 3, Lots 1 through 16, Block 4 and Lots 1 through 33, Block 5,
STAPLEHURST, and Addition in the City of Jenks, Tulsa County, State
of Oklahoma, according to the recorded plat thereof

B Declarant intends that Blocks 1, 2, 3, 4, and 5 shall be held, sold and
conveyed subject to the following covenants and restrictions, which are for the
purpose of protecting the value and desirability of the single family lots within
Blocks 1, 2, 3, 4, and 5 and which shall be covenants running with the land,
and shall be binding on all persons having any right, title or interest in the
properties comprising Blocks 1, 2, 3, 4 and 5, their heirs, successors and
assigns, and shall inure to the benefit of each owner of a single family lot as
above described.

ARTICLE I DEFINITIONS

Section 1. Association. “Association” shall mean and refer to Staplehurst
Property Owner’s Association, Inc. its successors and assigns.

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Section 2. Owner. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, as hereinafter defined, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. Property. “Property” shall mean and refer to the real property above described, and such annexations and additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area. “Common Area” shall mean all real property owned or maintained by the Association for the common use and enjoyment of the Owners, and shall include but shall not be limited to the following:

Reserve “A”, “B” and “C”, STAPLEHURST, and Addition to the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded plat thereof

Section 5. Lot. “Lot” shall mean each residential lot location within the Property.

Section 6. Declarant. “Declarant” shall mean and refer to Groundworks Ltd., its successors and assigns, if such successors and assigns should acquire all of the lots within the Property then owned by Groundworks Ltd., and the lots so acquired exceed ten (10) in number.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common

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area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area;
- B. The right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. A dedication or transfer of Common Area by the Association shall require the assent of fifty-one percent (51%) of each class of members.

Section 2. Delegation of Use. The owner of a Lot may delegate, in accordance with the adopted By-Laws of the Association, his right of use and enjoyment of the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section I. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall

be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members, and the vote for the Lot shall be exercised as they among themselves determine, but only one vote shall be cast for the Lot.

Class B. The Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- B. On the 1st day of January 1999.

ARTICLE IV
COVENANT FOR ASSESSEMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments.

The Declarant for each Lot owned within the Property, hereby covenants, and each Owner of Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so

expressed in the deed, is deemed to covenant and agree to pay to the Association:

A. Annual maintenance assessments; and

B. Special assessments for capital improvements: the above assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property for the improvement and maintenance of the Common Area and the facilities thereon situated, and pursuant to the recorded Plat of Staplehurst.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be Two Hundred Forty and no/100 Dollars (\$240.00) per Lot; provided, however, the Board of Directors may increase each year, subsequent to the initial assessment year, the maximum assessment by the percentage increase, if any, of the Consumer Price Index occurring over the twelve (12) months ending

sixty (60) days prior to the current assessment period, or five percent (5%), whichever is greater. "Consumer Price Index" shall mean the index published by the U.S. Department of Labor of the area including Jenks, Oklahoma. Increases in the maximum annual assessment greater than those above provided for shall require the assent of fifty-one percent (51%) of the eligible votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the amount provided for herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the eligible votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty

percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be on-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event the require assent is not achieved at the meeting, members not present may within thirty (30) days thereafter give assent by delivery of written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting.

Section 6. Uniform Rate of Assessment; Both annual and special assessments shall be fixed at a uniform rate for each Lot; provided, however, the first annual assessment for each Lot shall be adjusted based on the number of months remaining in the calendar year.

Section 7. Commencement of Annual Assessments; The annual assessments for each Lot shall commence on the 1st day of January, 19987, or o the first day of the month following occupancy of the dwelling located on the Lot, whichever event last occurs; provided, however, the assessments for each Lot shall commence not later than the 1st day of January 2000. Notwithstanding the foregoing provisions, the Declarnat may defer the initial commencement of assessments by the recording of an instrument establishing a deferred commencement date and set forth the Declarant's assumption of the obligation and coast of maintenance of

the Common Area until the deferred date of commencement of assessments.

Section 8. Establishment of the Amount of Assessment. The Board of Directors of the Association shall fix the amount of the first annual assessment at least thirty (30) days prior to the commencement date, or at least thirty (30) days prior to the expiration of a deferred commencement period, and shall fix the amount of subsequent assessments against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates for payment of the annual assessments shall be established by the Board of Directors, and the Board of Directors, and the Board of Directors may provide for the payment for the annual assessments on a monthly basis, semi-annual basis, or annual basis. Written notice of the annual assessment and the due dates for payment shall be sent to each Owner. The omission or failure of the Board of Directors to timely fix the annual assessment or to give notice thereof shall not be deemed a waiver or release of any Owner from the obligation to pay the assessment when fixed, and notice thereof given.

Section 9. Certificate of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association set forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 10. Nonpayment of Assessments; Remedies of the Association. An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the Lot, or both, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Area, or abandonment of his Lot. Assessment liens shall continue for a period of one (1) year from the date of delinquency; provided that if, within such period, judicial proceedings shall have been instituted to enforce the lien in a court in Tulsa County, Oklahoma, having jurisdiction, then the lien shall continue until the termination of the judicial proceeding and the sale of such Lot pursuant to execution of judgment.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in

lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the Lot from the lien for assessment thereafter becoming due.

Section 12. Exempt Property. Properties dedicated to an accepted by local public authority or conveyed to a public utility, and the Common Area, shall be exempt from assessments.

ARTICLE V
MERGERS, CONSOLIDATIONS, ANNEXATIONS

Section 1. Merger or consolidation of annexation of additional property shall require the assent of fifty-one percent (51%) of the eligible votes of each class of members.

Section 2. Merger or consolidation of annexation requiring assent of the members shall be considered at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. The presence of sixty percent (60%) of the membership required to assent shall constitute a quorum, but in the event fifty-one percent (51%) of each class of members do not assent at the time of the meeting, members not present may within thirty (30) days thereafter deliver written assent to the Secretary of the Association, and such assents shall be deemed votes cast at the meeting in favor of merger, consideration, or annexation, as the case may be.

Section 3. Upon satisfaction of the prerequisites for annexation of additional lands, the annexation shall be evidenced by notice of annexation executed by the owners of the annexed lands

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and filed of record in the office of the County Clerk of Tulsa County, Oklahoma. The notice shall describe the lands annexed and shall provide that the lands are subject to the covenants, conditions, and restrictions as set forth in this Declaration.

ARTICLE VI
RESERVATION OF DECLARANT

Section 1. Common Area Easement. The Declarant herein reserves the right and easement to enter upon the Common Area and, at Declarant's cost, to construct, repair, and maintain improvements; provided, however, the right and easement above set forth shall terminate ninety (90) days subsequent to the commencement of assessments.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Conflicting Provisions. To the extent that this Declaration is in conflict with a provision of the Deed of Declaration and Restrictive Covenants which accompanied the recorded Plat of the Property, or amendment thereof, the provisions of this Declaration shall control.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all easements, restrictions, and covenants now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. In any judicial action to enforce the covenants or restrictions established by the Declaration or amendments thereto,

or to recover damages for the breach thereof, the prevailing party shall be entitled to receive his or its reasonable attorney fees and costs and expenses incurred in such action.

Section 3. Severability. Invalidation of any one of the provisions in this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Term and Amendment. The restrictions and covenants of this Declaration shall run with and bind the land and to the extent permitted by applicable law, shall be perpetual, but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of this Declaration is recorded, unless terminated or amended as hereinafter provided. This Declaration may be amended or terminated at any time and from time to time, by a written instrument signed by the owners of more than sixty percent (60%) of the Lots. An instrument amending this Declaration shall be recorded in the real estate records of the Office of the County Clerk of Tulsa County, Oklahoma, and shall be effective from and after the date of recording.

IN WITNESS WHEREOF, Declarant has executed this instrument to be effective the date first above written.

DECLARANT
GROUNDWORKS LTD.,
An Oklahoma Limited Partnership

By: INTERAK CORPORATION,
An Oklahoma Corporation,
Its General Partner

By: W. Douglas Jones
Its President

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STATE OF OKLAHOMA)
)
COUNTY OF TULSA) ss

The foregoing instrument was acknowledged before me this 31st day of October, 1996, by W. Douglas Jones, as President of Interak Corporation, an Oklahoma corporation, as General Partner of Groundworks Ltd., an Oklahoma limited partnership.

My Commission Expires:

March 17, 1997

Susie C. Wisdom

Notary Public

1.staple/declr.C-R



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