

JAMESTOWN

**DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

DLH Residence Trust, an Oklahoma Trust, hereinafter together 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 Northeast Quarter (NE/4) of Section Two (2), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian, City of Jenks, Tulsa County, State of Oklahoma being more particularly described as follows, to wit:

Commencing at the Northeast Corner of said Section Two (2), thence S 01°02'57" E along the East line of said Section a distance of 330.00 feet to a point; thence S 88°52'41" W a distance of 50.00 feet to the Point of Beginning; thence S01°02'57" E and parallel with said East Section line a distance of 495.00 feet to a point; thence S 88°52'41" W a distance of 1270.39 feet to a point; thence N 01°05'14" W a distance of 495.00 feet to a point; thence N 88°52'41" E a distance of 1270.71 feet to the Point of Beginning, said tract being 14.44 acres, more or less.

and has caused the above-described land to be surveyed, staked, platted and subdivided into Eight (8) lots, One (1) block, in conformity with the accompanying plat and survey (hereinafter the "Plat" and has entitled and designated the subdivision as "Jamestown", a Subdivision in the City of Jenks, Tulsa County, Oklahoma (hereinafter "Jamestown" or the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

A. General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets 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 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 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, landscaping, customary screening fences and walls that do not constitute an obstruction.

B. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the east side perimeter boundary of the subdivision, if located within a general utility easement as depicted on the accompanying plat. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the general utility easements. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in the general utility easements.
2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest 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 to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.
3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all general utility easements depicted on the accompanying plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.
4. Lot owners shall be responsible for the protection of the underground service facilities located on their respective lots and each shall prevent the alteration of grade or any construction activity that would interfere with the 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 electric, telephone or cable television service and Lot owners agree to be bound hereby.

C. Water and Storm Sewer Service

1. Lot owners shall be responsible for the protection of the public water mains and storm sewers located on their respective lots and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, public storm sewer.
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 storm sewer, or any construction activity which would interfere with public water mains and storm sewers shall be prohibited.
3. The City of Jenks, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
4. The City of Jenks, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of 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 Lot owners agree to be bound hereby.

D. Gas Service

1. Lot owners shall be responsible for the protection of gas facilities located on their respective lots.
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 gas main or any construction activity which would interfere with a gas main shall be prohibited.

3. The supplier of gas service shall be responsible for ordinary maintenance of gas mains, but Lot owners shall pay for damage or relocation of such facilities caused or necessitated by their acts and/or the acts of their agents or contractors.
4. The supplier of gas service shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.
5. Underground gas service lines to all structures which may be located within the subdivision may be run from the nearest 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 line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service line, extending from the gas main to the service entrance on the structure.
6. The foregoing covenants set forth in this paragraph D shall be enforceable by the supplier of gas service and Lot owners agree to be bound hereby.

E. Sanitary Sewer Service (individual septic system)

1. Sanitary sewer service for all lots within the Jamestown subdivision will be on individual septic facilities.
2. All septic facilities will be approved and permitted by the Oklahoma Department of Environmental Quality.
3. Septic facilities shall be permitted, installed and operationally prior to issuance of a certificate of occupancy by the City of Jenks.

F. Stormwater Detention

1. The Owner/Developer does hereby grant and establish a perpetual easement on, over and across Lot 8 Block 1 (hereinafter referred to as the "Detention Easement Areas") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the various lots within the subdivision.
2. Detention and other drainage facilities constructed within the Detention Easement Areas shall be in accordance with standards and specifications approved by the City of Jenks, Oklahoma.
3. Detention and other drainage facilities shall be maintained by the Property Owners' Association (to be formed pursuant to Section III) to the extent necessary to achieve the intended drainage and detention functions including repair of appurtenances and removal of obstructions and siltation. The Property

Owners' Association shall provide routine and customary grounds maintenance within the Detention Easement Areas which shall be in accordance with the following standards:

- a. The Detention Easement Areas shall be kept free of litter.
- b. The Detention Easement Areas shall be mowed during the growing season at intervals not exceeding 4 weeks.
- c. In the event the Property Owners' Association should fail to properly maintain the Detention Easement Areas 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 Property Owners' Association.
- d. In the event the Property Owners' Association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Jenks, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within the subdivision, provided however, the lien against each residential lot shall not exceed 1/8th of the costs.
- e. A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

G. Surface Drainage and Lot Grading Restriction

Each Lot shall *receive* and *drain*, in an unobstructed manner, the storm and surface waters from lots, drainage areas of higher elevation, and 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/or 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.

H. Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Union Avenue designated as "Limits of No Access" (L.N.A.) on the accompanying plat. The LNA may be amended or released by the Jenks Planning Commission, or its successor, with the approval of the

City of Jenks, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma. The LNA established shall be enforceable by the City of Jenks, Oklahoma.

I. Paving and Landscaping Within Easements

Lot owners 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 easement areas depicted upon the accompanying plat. Provided, however, the City of Jenks, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

J. Minimum Building Setbacks and Yards

1. No building or part thereof, except open porches and terraces, shall be located nearer to the right of way of an adjoining public street than the building line depicted on the accompanying plat.
2. No residence shall be built nearer than fifteen (15) feet to any side lot on one side, and fifteen (15) feet on the other side, thus requiring a combined total of at least ten (30) feet between the residence and both side lot lines. Where side lot easements are shown greater than the foregoing, no encroachment shall be allowed on the easement.
3. The minimum rear yard shall be twenty-five (25) feet.
4. No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

SECTION II. PRIVATE RESTRICTIONS

A. Architectural Committee.

1. Plan Review. No building, fence, wall, or exterior antenna shall be erected, placed or altered (including exterior painting) on any Lot until the plans and specifications have been approved in writing by the Owner/Developer, its authorized representatives or successors, hereinafter referred to as the "Architectural Committee." For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the

Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within ten (10) days after submission, the plans so submitted shall be deemed approved. The development and use of the subject Lot shall thereafter be in substantial compliance with the approved plans or approved amendments thereto. 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 Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. Committee Purpose. 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 or failure to approve building plans shall not be deemed a waiver of any restriction. 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. Transfer of Duties. The powers and duties of the Architectural Committee shall, on January 1, 2018, be deemed transferred to The Lantern Hill Property Owners' Association, Inc. (to be established as set forth within Section III hereof), or upon written assignment to said Property Owners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Association.

B. Use (Residential).

The use of the Lots shall be limited to detached single-family residences and customary accessory uses. No more than one residence shall be permitted upon each platted Lot. Lot splits shall be prohibited throughout Jamestown.

1. All lots within the residential zoned areas to meet RE (Residential Estate) bulk and area requirements as per City of Jenks zoning code.
2. Buildings and or improvement to residential lots are subject to the architectural committee review per section II.A above.

C. Floor Area.

No dwelling on any Lot shall be constructed with less than one thousand eight hundred (1,800) square feet of enclosed living area for any one single family unit, exclusive of open porches, garages, or breezeways.

D. Maximum Building Height.

No building shall exceed two stories or thirty five feet in height except as approved by the Architectural Committee.

E. Garages.

Garages shall provide a minimum of two parking spaces for automobiles. All garages shall be attached to the residence. Garages shall be enclosed. Carports are prohibited. Garage doors shall not contain glass. Detached garages may be permitted with Architectural Committee approval.

F. Foundations.

All exposed dwelling foundations and/or stem walls shall be of masonry.

G. Masonry.

The exterior surface of all dwellings, except windows and doors, shall be 50% masonry to the first floor plate line. Provided, however, that the Architectural Committee may waive this restriction.

H. Windows.

Windows of all dwellings shall be vinyl or wood.

I. Roof Pitch.

No dwelling shall have a roof pitch of less than 6/12. Porches and patios shall not have a roof pitch of less than 4/12.

J. Roofing Materials.

Roofing for a dwelling shall be Tamko Heritage 30 year Thunderstorm Grey in color. Provided, however, that if such roofing should not be reasonably available, alternative roofing approved by the Architectural Committee shall be

permitted upon determination of the Architectural Committee that the alternative is of equal or superior quality and of a design and color compatible with the roofing material above specified.

K. Driveways.

Driveways shall be concrete or asphalt and require approval of the Architectural Committee prior to construction.

L. Fencing.

Fences shall be constructed of chain link (black vinyl coated), brick, stone, brick and stone, brick and frame, stone and frame, wrought iron and frame. No fence more than six (6) feet in height shall be permitted on any Lot, except for privacy screening adjacent to patios which may be seven (7) feet in height. Ornamental fences, not exceeding three (3) feet in height, where compatible to the architecture of the residence, may be built forward of the building line shown on the plat.

No fence, except as provided above, shall be erected nearer to the front lot line than the twenty five (25) foot building line or nearer to the side street lot line than the side building line shown on the recorded plat.

M. Seasonal Decorations

All seasonal decorations shall be removed no later than thirty (30) calendar days from the day of the actual holiday.

N. On-site Construction.

No residence or building built off-site shall be moved to or placed on any Lot.

O. Outbuildings.

No trailer, tent, shack, garage, barn or other out-building erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This covenant shall not be construed to prohibit the erection and maintenance of servant's quarters to be occupied by regularly employed domestic servants of the owner of the Lot, provided that the rental of any servant's quarters described as "garage apartments" to persons other than domestic servants of the owners of the Lot is hereby prohibited.

P. Swimming Pools.

Above ground swimming pools are prohibited.

Q. Antennas.

No radio or television antennas, placed on any roof of any building erected on any Lot, or any free standing antennas erected on any Lot, shall be permitted at a height exceeding the elevation of the top of the ridge line of the roof of the residence on the Lot. All dish-type or similar satellite receiving antennas on all Lots shall be screened from public view when viewed from the street and shall not exceed 20" in diameter.

R. Lot Maintenance.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

S. Recreational Vehicles.

Boats, trailers, campers and other recreational vehicular equipment shall not be stored on any Lot, for more than twenty four (24) hours, except within an enclosed garage.

T. Non-recreational trailers, machinery and equipment

No non-recreational trailers, machinery or equipment shall be stored, placed or parked on any Lot, except within an enclosed garage, or on any street within the Subdivision; provided however, nothing herein shall prohibit the parking of vehicles, machinery and equipment when being utilized in connection with construction services pertaining to a residence.

U. Garbage Receptacles.

No exposed garbage can, trash can, trash burning apparatus or structure, shall be placed on any Lot or any Reserve Area.

V. 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 Subdivision.

W. 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 sale or rental of the real property thereon.

X. Materials and Storage.

No Lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction and the construction shall be completed within nine (9) months thereafter. Each Lot shall be maintained in a neat and orderly condition during construction.

Y. Basketball Goals.

No basketball goal or structure shall be permitted in any of the street rights of way.

Z. Inoperative Vehicles.

No inoperative vehicle or machinery shall be stored on any Lot. Each Lot shall be maintained free of rubbish, trash, or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.

AA. Use (Commercial)

All lots within the commercially zoned areas to meet CS (Commercial Shopping Center District) bulk and area requirements as per City of Jenks zoning code.

3. Buildings and or improvement to commercial lots are subject to the architectural committee review per section II.A above.

SECTION III. PROPERTY OWNERS' ASSOCIATION

A. Formation of Property Owners' Association

The Owner/Developer has formed or shall cause to be formed an association of the owners of the Lots within Jamestown (hereinafter referred to as the "Property Owners' Association") to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas,

including but without limitation the storm water detention facilities and enhancing the value, desirability and attractiveness of Jamestown.

B. Membership

Every person or entity who is a record owner of the fee interest of a Lot shall be a member of the Property Owners' Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

C. Assessment

Each record owner of a Lot shall be subject to assessment by the Property Owners' Association for the purposes of improvement and maintenance of the storm water detention facilities, reserve areas and other common areas.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I. whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Jenks, Oklahoma. The covenants contained in Section II. Private Restrictions and Section III. Property Owners' Association shall inure to the benefit of any owner of a Lot and the Property Owners' Association. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III it shall be lawful for any owner of a Lot or the Property Owners' Association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought to enforce the covenants established within this Deed of Dedication, the defense that the party initiating the equitable proceeding has an adequate remedy at law, is hereby waived. In any judicial action brought by any owner of a Lot or the Association, which action seeks to enforce the covenants contained in Section II and/or to recover damages for the breach thereof, the prevailing party shall be entitled to receive reasonable attorney fees and costs and expenses incurred in such action.

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 twenty (20) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

C. Amendment

The covenants contained within Section I, 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 City of Jenks, Oklahoma, or its successors. The covenants and restrictions contained within Section II, Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot. The covenants and restrictions contained within Section III, Property Owners' Association may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the owner of at least one (1) Lot. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer during its ownership of at least one (1) Lot and any amendment or termination evidenced by an instrument properly executed by the president of the Property Owners' Association, the instrument executed by the Owner/Developer shall prevail during its ownership of at least one (1) Lot. 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 forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, DLH Residence Trust, an Oklahoma Trust, has executed this instrument this ____ day of _____, 2022.

DLH Residence Trust
an Oklahoma Trust

Loy Hall, Trustee

STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of _____, 2022 by Loy Hall as Trustee of DLH Residence Trust, an Oklahoma Trust.

Notary Public

My commission expires: _____

My commission number is: _____

CERTIFICATE OF SURVEY

I, E. Dane Trout, a Registered Professional Land Surveyor, in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Jamestown", 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.

E. Dane Trout
Registered Professional Land Surveyor
Oklahoma No.1893

STATE OF OKLAHOMA)

).

COUNTY OF TULSA)

The foregoing Certificate of Survey was acknowledged before me on this _____ day of _____, 2022, by E. Dane Trout, as a registered professional land surveyor.

Notary Public

My commission expires: _____

My commission number is: _____