

HICKORY FALLS
DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS

HICKORY FALLS is an area of distinctive landscape and natural beauty that is intended to afford the luxurious feel of country living in the city. It is the desire and intent to create a residential community in which such beauty shall be substantially preserved and enhanced by the creation and enforcement of Development Standards, such standards shall apply to all lots located in HICKORY FALLS.

KNOW ALL MEN BY THESE PRESENTS:

Hickory Falls, 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 Sapulpa (Herein after referred to as the "City", Creek County, State of Oklahoma, to wit:

A tract of land located in the NE/4 of Section 30, T-18-N, R-12-E of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows:

Commencing at the Northeast Corner of the NE/4 of Section 30, T-18-N, R-12-E of the Indian Base and Meridian, Creek County, State of Oklahoma;

Thence S 89°09'10"W along the north line of said NE/4 of Section 30 a distance of 577.28 feet to the "Point of Beginning";

Thence along a non-tangent curve to the left with a central angle of 16°14'39", a radius of 1034.93 feet, an arc length of 293.42, a chord bearing of S 09°44'13"W, and a chord length of 292.44 feet;

Thence S 01°36'32"E and non-tangent to the previous curve a distance of 355.65 feet;

Thence S 88°23'07"E a distance of 103.93 feet;

Thence S 01°39'52"W a distance of 672.76 feet to a point on the north line of Raintree Woods, a subdivision in Creek County, filed as Plat No. 78-7011 in the office of the Creek County Clerk.

Thence S 89°09'35"W, along the north line of said subdivision, a distance of 2083.76 feet to a point on the west line of said NE/4;

Thence N 00°56'16"W, along the west line said NE/4, distance of 1319.41 feet to the North Quarter Corner of said Section 30;

Thence N 89°09'10"E, along the north line of said NE/4, a distance of 2060.48 feet to the "Point of Beginning".

Said tract contains 2,716,465 square feet or 62.3615 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of S 89°09'10"W along the north line of Section 30, T-18-N, R-12-E of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof.

As Owner/Developer, we hereby certify that we 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 "HICKORY FALLS", a subdivision in the City of Sapulpa, Creek County, Oklahoma.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use all streets, and right-of-way of Hickory Hill Road, 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" 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.

1.2. Underground Service

1.2.1 Street light poles or standards shall be served by underground cable. 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 street 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. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 Underground service cables and gas service lines to all structures which are 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.

1.2.3 The supplier 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.

1.2.4 The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. 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 his agents or contractors.

1.2.5 ONG'S easement recorded in Book 409, Page 1536,/ Book 164, Pages 814 & 816,/ Book 1307, Page 606-610,/ Book 322, Page 1306, all remain in full force and effect. ONG's easement pre-date the right-of-way dedication in this plat and may prohibit or limit certain uses of ONG's right-of-way, including paving, other utility lines, and permanent structures, without ONG's prior written consent.

1.2.6 The foregoing covenants set forth in this sub-section 1.2 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.

1.3. Water and Sewer Service

1.3.1 The owner of each lot shall be responsible for the protection of the public water mains and of the 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. 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 any construction activity which would interfere with public water mains, shall be prohibited.

1.3.2 Creek County RWD#2, or its successors, will be responsible for ordinary maintenance of public water main, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.3.3 Creek County RWD#2, 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 facilities.

1.3.4 The owner of each lot will install and maintain a septic sewer system in accordance with the State of Oklahoma Title 252, Department of Environmental Quality Chapter 641, Individual and Small On-Site Sewage Treatment Systems.

1.3.5 The foregoing covenants concerning water facilities shall be enforceable by Creek County RWD#2, or its successors, the sewer facilities shall be enforced by the "City", or its successors, and the owner of each lot agrees to be bound hereby.

1.4 Gas Service

1.4.1 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.

1.4.2 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

their agents or contractors.

1.4.3 The foregoing covenants set forth in this Subsection 1.4 shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.5 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 sub section 1.5 shall be enforceable by any affected lot owner and by the "City".

1.6 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" or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 Storm Sewer

1.7.1 The Homeowners' Association, 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.

1.7.2 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.

1.7.3 The Homeowners' Association, 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 their agents or contractors.

1.7.4 The foregoing covenants concerning the private storm sewer system shall be enforceable by the Homeowners' Association, or its successor, and the owner of each lot agrees to be bound hereby.

1.7.5 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.

1.8 Reservation of Rights and Covenant as to Obstructions

The Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on

the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat and to areas outside of the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the "City" 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, that do not constitute an obstruction.

1.9 Limits of No Access

The undersigned owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to Hickory Hill Road within the boundaries designated "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the "City" or its successors, or as otherwise provided by the statutes and laws of the State of Oklahoma. "Limits of No Access" shall be enforceable by the "City".

1.10 Borrow Ditches

The owner of the lot shall be responsible for the ordinary maintenance and up keep of the borrow ditches and check dams.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Areas "A", "B", "C", "D" and "E"

Reserve Areas "A", "B", "C", "D" and "E" shall be used for open space, park, signage, landscaping, walls, fencing, drainage, recreation, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "HICKORY FALLS" as set forth within Section III and VI hereof. Reserves "A" and "B" shall be used for stormwater detention facilities.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the Homeowners' Association.

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the "City" or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 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" 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, provided however, the lien against each residential lot shall be limited to 1/72 of the costs. This lien may be foreclosed by the "City", Oklahoma.

HICKORY FALLS

SECTION III. 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.

3.1 Use of Land

3.1.1 LOT USE: The use of lots shall be limited to use for single family detached dwellings and customary accessory uses. No lot shall be used for any business, commercial or manufacturing purpose. No lot shall be subdivided to accommodate two or more separate owners or dwellings. No structure shall be placed, altered, erected or permitted to remain on any lot which exceeds two (2) stories in height.

3.1.2 DWELLING SIZE AND MATERIAL: No single story dwelling shall be erected in HICKORY FALLS, which have a living space of less than 2,200 square feet. Square footage shall be computed on measurements over frame of the living space exclusive of porches, patios and garages. On all houses using composition shingles for roof covering, such composition shingles must be of Heritage II or comparable grade. No building shall have a roof pitch of less than 6/12 over 75% of the roof. No dwelling shall be erected, placed or constructed on any lot in HICKORY FALLS unless at least fifty percent (50%) of exterior walls thereof are masonry provided, however, that the area of all windows and doors located in said exterior walls shall be excluded in the determination of the area of said exterior walls; and further provided that where a gable-type roof is constructed then that part of such exterior wall extended above the first floor plate may be constructed of wood material and shall also be excluded from the square foot area in the determination of the area of the exterior walls of said residence. In all cases, the masonry shall extend to the ground line, whereby the foundation shall be concealed. Any deviation of exterior construction material shall be permitted only upon the written consent of the Owner/Developer.

3.1.3 SET-BACK LINES: No buildings, outbuildings, structures of parts thereof shall be constructed or maintained in lots nearer to the property lines than the set-back lines provided herein or shown on the accompanying plat. Unless otherwise provided by easement or set-back lines shown on the accompanying plat, the minimum building set-back lines for dwellings or other buildings shall be:

- Front Yard: 25 feet
- Side Yard: 10 feet
- Other Side Yard: 10 feet
- Rear Yard: 25 feet

3.1.4 GARAGES: All dwellings shall have an attached garage suitable for accommodating a minimum of two (2) standard size automobiles.

3.1.5 DRIVEWAYS, CULVERTS: All driveways into a lot from any street shall be constructed of concrete or asphalt extending to the street with masonry headwalls to match the house and shall not be less than twelve (12) feet in width. All driveways shall contain a drainage culvert of at least fifteen (15) inches inside diameter.

3.1.6 MAILBOXES: All mailboxes are to be black ornamental

iron of uniform construction and architectural design deemed appropriate by the Owner/Developer.

3.1.7 OUTBUILDINGS: All tool sheds, hobby rooms or other outbuildings shall conform to the basic architectural styling of the dwelling, not to exceed 600 square feet unless a variance is approved by the "City" and the Owner/Developer.

3.1.8 ANIMALS: No animals, livestock or poultry, shall be raised, bred, or kept on any lot at any time, except that dogs, cats, or other common household pets (which are not used, bred, or maintained for any commercial purpose) may be kept. All animals must be fenced in or kept on a leash. Animal shelters shall be screened from view from any street unless built in conformity to the requirement for outbuildings herein.

3.1.9 STORAGE: No outside storage or keeping of building materials, tractors, mowers, equipment, implements or salvage shall be permitted. Building materials may be stored for a period of thirty (30) days prior to the start of construction. Construction shall be completed within nine (9) months after the pouring of the footing.

3.1.10 VEHICLES, MOTOR CYCLES: No vehicle, motorcycle, motor bike, camper, trailer or boat, whether or not operable, (collectively referred to as "vehicle") shall be kept, parked, stood or stored for more than forty-eight (48) hours during any seventy-two(72) hour period except in a garage or screened from view behind the set-back lines. Vehicles shall not be kept, parked, stood or stored on the yard.

3.1.11 ANTENNAE: No exterior television, radio or other antennae or reception devices shall be constructed or maintained anywhere in HICKORY FALLS without the approval of the Owner/Developer, with the exception of small satellite dishes to remain in the rear of the residence.

3.1.12 FENCES: No fence or wall shall be erected, placed or altered on any lots nearer to the street than the minimum set-back lines established herein. No fence shall be erected on any lot closer to any street than the main structure without the written approval of the Owner/Developer, and no fence on any lot shall exceed six (6) feet in height. Fences shall consist of wood, brick, natural stone or 4-foot chain ink.

3.1.13 DWELLING AS RESIDENCE: No trailer, tent, shack, garage, barn or other outbuilding 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.

3.1.14 NUISANCE: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to HICKORY FALLS.

3.1.15 SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the sale or rent of said property, or signs used for the purpose of campaigning for a result in any political election or issue or by the owner or builder to advertise the property during the construction and sales period, unless approved in writing by the Owner/Developer.

3.1.16 MOBILE HOMES: No Mobile home shall be moved into or be present in HICKORY FALLS except that the owner may use a trailer as a construction and sales office

during the time of construction.

3.1.17 WASTE: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material and all lots shall be kept in a clean, neat and orderly manner. Lots and all easements thereon shall be kept clean, neat and mowed to the street.

SECTION IV. HOMEOWNERS' ASSOCIATION

4.1 Formation of Homeowners' Association

The Owner/Developer has formed or caused to be formed HICKORY FALLS Homeowners' Association, Inc., (hereinafter the "Homeowners' Association"), consisting of all owners of residential lots within "HICKORY FALLS", established in accordance with the statutes of the State of Oklahoma for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of "HICKORY FALLS." The Owner/Developer is responsible for the maintenance of the common areas until 60% of the lots within the development are sold, at which time maintenance will be transferred to the Homeowners' Association.

4.2 Membership

Every person or entity who is a record owner (herein referred to as a "lot owner") of the fee interest of a residential lot platted as part of "HICKORY FALLS" subdivision, shall be a member of the "Homeowners' Association" and shall be subject to assessment by the "Homeowners' Association" for maintenance of common areas within "HICKORY FALLS." Membership shall be appurtenant to and may not be separated from the ownership of a lot.

4.3 Covenant for Assessments

Each lot owner, by acceptance of a deed to such lot, is deemed to covenant and agree to pay to the "Homeowners' Association" assessments to be established by the Owner/Developer in accordance with this Deed of Dedication and Restrictive Covenants or any subsequent declaration that is executed and recorded by the Owner/Developer or by the Board of Directors, in accordance with the Bylaws of the "Homeowners' Association", as the case may be. 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 (30) days of the date that notification of the assessment is delivered electronically or mailed to a lot owner, shall accrue interest at the rate of 18% per annum. The lien may be foreclosed in the same manner as a mortgage lien. The "Homeowners' Association" shall be entitled to recover all court costs and other costs of foreclosure, including reasonable attorney fees.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

5.1 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. Public Streets, Easements, and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the "City". If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III. Private Building and Use Restrictions, it shall be lawful for the Homeowners' Association, or any owner of a lot to maintain any

action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by the "Homeowners' Association", or a lot owner which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

5.2 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 and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

5.3 Amendment

The covenants contained within Section I. Public Streets, Easements, and Utilities and Section II. Reserve Areas, 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 Sapulpa Planning Commission, or its successors and the "City". 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. The "lot owners" may amend, revise or abolish any provision of Section III. Private Building and Use Restrictions with a vote of a minimum of 60% of the "lot owners" favoring the proposed amendment, revision or abolition, except as provided for in the following: Hickory Falls, L.L.C., reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as Hickory Falls, L.L.C., is the owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions within Section III. Private Building and Use Restrictions by instrument duly executed and acknowledged by them and filed in the County Clerk's office in the Creek County Courthouse, Sapulpa, Oklahoma. 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.

5.4 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: Hickory Falls, L.L.C., an Oklahoma limited liability company, executed this instrument this _____ day of _____, 2021.

Hickory Falls, L.L.C.
an Oklahoma limited liability company

Rob Miles, Manager

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

This instrument was acknowledged before me this _____ day of _____, 2021, by Rob Miles, of Hickory Falls, L.L.C.

Jack Taber, Notary Public
My commission no. is 12005192
My commission expires May 31, 2024

CERTIFICATE OF SURVEY

I, Bobby D. Long, 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 "Hickory Falls", a subdivision in Creek 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.

Executed this _____ day of _____, 2021.

Bobby D. Long
Professional Land Surveyor
Oklahoma No. 1886

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

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2021, by Bobby D. Long.

Jack Taber, Notary Public
My commission no. is 12005192
My commission expires May 31, 2024