



Birmingham at Yorktown

Blocks 24-30

P.U.D. 61 Amended "C"

A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN.

Owner / Developer

YORKTOWN HOLDING, L.L.C.
5711 EAST 71ST STREET, SUITE 120
TULSA, OKLAHOMA 74136
PHONE: (918) 494-4004
MR. STEVE MURPHY

Engineer

ROSENBAUM CONSULTING, LLC
2700 NORTH HEMLOCK COURT, SUITE 111A
BROKEN ARROW, OKLAHOMA 74012
PHONE: (918) 798-0210
FAX: (918) 517-3211
barrick.rosenbaum@cox.net
C.A. # 6470 EXPIRES 6-30-2015

Surveyor

ATLAS LAND OFFICE, LLC
202 SOUTH MAIN STREET
WAGONER, OKLAHOMA 74467
PHONE: (918) 495-9987
EMAIL: info@atlaslandoffice.com
C.A. # 6752 EXPIRES 6-30-2016

Subdivision Statistics

SUBDIVISION CONTAINS EIGHT-TWO (82) LOTS IN SEVEN BLOCKS (7) AND ONE (1) RESERVE AREA:

BLOCK 24	8 LOTS
BLOCK 25	15 LOTS
BLOCK 26	4 LOTS
BLOCK 27	2 LOTS
BLOCK 28	17 LOTS
BLOCK 29	29 LOTS
BLOCK 30	7 LOTS

GROSS SUBDIVISION AREA: 1,155,495.64 SF / 26.526 ACRES

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	83.82'	347.00'	13°50'24"	S 06°32'17" W	83.62'
C2	18.07'	200.00'	5°10'32"	S 02°12'21" W	18.06'
C3	44.75'	25.00'	102°33'39"	S 56°04'26" W	39.01'
C4	85.32'	500.00'	9°46'39"	N 67°45'25" W	85.22'
C5	139.31'	500.00'	15°57'50"	N 54°53'11" W	138.86'
C6	40.08'	200.00'	11°28'54"	N 41°09'49" W	40.01'
C7	50.10'	250.00'	11°28'54"	N 41°09'49" W	50.01'
C8	39.27'	25.00'	90°00'00"	S 27°38'44" E	35.36'
C9	242.97'	150.00'	92°48'34"	S 26°14'28" E	217.27'
C10	55.43'	150.00'	21°10'22"	S 09°34'38" W	55.12'
C11	39.43'	25.00'	90°22'41"	S 46°11'53" E	35.47'
C12	62.64'	175.00'	20°30'37"	N 68°58'27" E	62.31'
C13	65.22'	125.00'	29°53'39"	N 73°39'58" E	64.48'
C14	127.05'	425.00'	17°07'41"	S 82°49'23" E	126.58'
C15	142.00'	475.00'	17°07'41"	S 82°49'23" E	141.47'
C16	52.81'	250.00'	12°06'08"	N 82°33'43" E	52.71'
C17	42.25'	200.00'	12°06'08"	N 82°33'43" E	42.17'
C18	18.69'	25.00'	42°50'00"	S 69°58'13" E	18.26'
C19	240.82'	50.00'	275°57'49"	N 06°32'07" W	66.94'
C20	23.18'	25.00'	53°07'48"	S 62°02'53" W	22.36'
C21	39.38'	25.00'	90°14'33"	N 46°15'57" W	35.43'
C22	99.52'	200.00'	28°30'38"	N 13°06'39" E	98.50'
C23	46.13'	25.00'	105°43'47"	N 80°13'51" E	39.86'
C24	153.24'	550.00'	15°57'50"	S 54°53'11" E	152.75'
C25	93.86'	550.00'	9°46'39"	S 67°45'25" E	93.74'
C26	40.50'	25.00'	92°48'34"	S 26°14'28" E	36.21'
C27	55.43'	150.00'	21°10'22"	S 09°34'38" W	55.12'
C28	39.10'	25.00'	89°37'19"	S 43°48'07" W	35.24'
C29	38.48'	175.00'	12°35'56"	N 82°18'49" E	38.40'
C30	40.08'	200.00'	11°28'54"	S 41°09'49" E	40.01'
C31	50.10'	250.00'	11°28'54"	S 41°09'49" E	50.01'
C32	34.94'	25.00'	80°03'57"	S 06°52'17" E	32.16'
C33	149.69'	250.00'	34°18'22"	S 16°00'30" W	147.46'
C34	39.16'	25.00'	89°45'27"	S 43°44'03" W	35.28'
C35	52.81'	250.00'	12°06'08"	S 82°33'43" W	52.71'
C36	42.24'	200.00'	12°06'08"	S 82°33'43" W	42.17'
C37	73.91'	200.00'	21°10'22"	N 09°34'38" E	73.49'
C38	161.98'	100.00'	92°48'34"	N 26°14'28" W	144.85'
C39	38.04'	25.00'	87°11'25"	S 63°45'32" W	34.48'
C40	36.96'	100.00'	21°10'22"	S 09°34'38" W	36.74'
C41	39.43'	25.00'	90°22'41"	S 46°11'53" E	35.47'
C42	142.00'	475.00'	17°07'41"	S 82°49'23" E	141.47'
C43	46.10'	425.00'	6°12'52"	S 77°21'58" E	46.07'
C44	43.87'	25.00'	100°32'08"	N 49°15'32" E	38.45'
C45	52.83'	175.00'	17°17'42"	N 67°21'59" E	52.62'
C46	44.75'	125.00'	20°30'37"	N 68°58'27" E	44.51'
C47	28.66'	175.00'	9°23'02"	N 83°55'16" E	28.63'

Basis of Bearings

ASSUMED USING THE WEST LINE OF NORTHWEST QUARTER (NW/4), SECTION 6 AS N 01°08'40" W AND AS PER THE RECORDED PLAT OF YORKTOWN PHASE I.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A PLASTIC CAP STAMPED "ATLAS 6752" AT ALL CORNERS.

Benchmark

5/8" REBAR - 1 1/2" ALUMINUM CAP-FLUSH-STAMPED "356", SET SE OF THE INTERSECTION OF W. 121ST ST. S. & S. ELM STREET. N=365965.22 / E=2567293.76 ELEVATION = 722.62' (NAVD 1988)

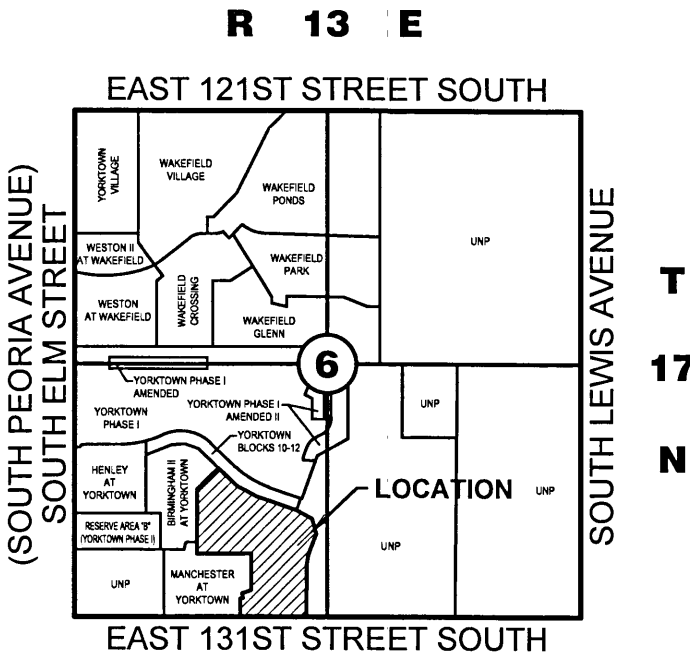
Legend

B/L -- BUILDING SETBACK LINE
U/E -- UTILITY EASEMENT
O/D/E -- OVERLAND DRAINAGE EASEMENT
W/L/E -- WATERLINE EASEMENT



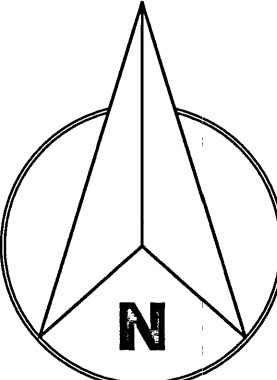
Line Table

LINE	BEARING	DISTANCE
L1	N 46°54'15" W	10.00'
L2	S 46°54'15" E	10.00'
L3	S 46°54'15" E	9.55'
L4	S 46°54'15" E	5.36'
L5	N 88°36'47" E	0.46'
L6	N 88°36'47" E	10.21'
L7	S 88°36'47" W	10.00'
L8	S 88°36'47" W	0.80'

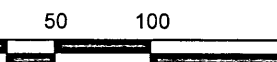


Location Map

SCALE: 1"=2000'



Scale: 1" = 100'



FINAL PLAT

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE JENKS CITY COUNCIL ON

5/5/14
MAYOR - VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER

CITY MANAGER

STATE OF OKLAHOMA)

COUNTY OF TULSA)

I, PAT KEY, TULSA COUNTY CLERK, IN A FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2015
PAT KEY, TULSA COUNTY CLERK

DEPUTY

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 \$10881.00 per trust receipt no.13772 to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be filed for record. 2015 taxes may exceed the amount of the security deposit.

Dated: 02/20/15

Dennis Smith

Tulsa County Clerk

By: _____

Deputy

Deed of Dedication
Birmingham at Yorktown Blocks 24-30
PUD #61 Amended "C"

KNOW ALL MEN BY THESE PRESENTS:

YORKTOWN HOLDING, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE OWNER, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT;

A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA. BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION SIX (6); THENCE N 88° 36' 47" E, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1726.59 FEET, TO THE SOUTHEAST CORNER OF "MANCHESTER AT YORKTOWN" A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, RECORDED AS PLAT NO. 6531 IN THE OFFICE OF THE TULSA COUNTY CLERK, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 01° 23' 13" W, ALONG THE EAST LINE OF SAID "MANCHESTER AT YORKTOWN", A DISTANCE OF 195.08 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, CONTINUING ALONG THE EAST LINE OF SAID "MANCHESTER AT YORKTOWN", HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 20° 30' 37", AN ARC DISTANCE OF 44.75 FEET, A CHORD BEARING OF N 68° 58' 27" E AND A CHORD LENGTH OF 44.51 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, CONTINUING ALONG THE EAST LINE OF SAID "MANCHESTER AT YORKTOWN", HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 17° 17' 48", AN ARC DISTANCE OF 52.83 FEET, A CHORD BEARING OF N 67° 22' 02" E AND A CHORD LENGTH OF 52.63 FEET; THENCE N 01° 23' 13" W, CONTINUING ALONG THE EAST LINE OF SAID "MANCHESTER AT YORKTOWN", A DISTANCE OF 374.30 FEET; THENCE S 88° 36' 47" W, CONTINUING ALONG THE EAST LINE OF SAID "MANCHESTER AT YORKTOWN", A DISTANCE OF 559.55 FEET; THENCE N 01° 08' 40" W, CONTINUING ALONG THE EAST LINE OF SAID "MANCHESTER AT YORKTOWN" AND ITS PROJECTION, A DISTANCE OF 669.46 FEET; THENCE N 43° 05' 45" E A DISTANCE OF 312.02 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID BLOCK 11, A DISTANCE OF 288.80 FEET; THENCE S 62° 52' 06" E, CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 11, A DISTANCE OF 231.09 FEET; THENCE S 72° 38' 44" E, CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 11 AND BLOCK 12 OF SAID "YORKTOWN BLOCKS 10-12", A DISTANCE OF 444.40 FEET, TO THE SOUTHEASTERLY CORNER OF LOT 3, BLOCK 12 OF SAID "YORKTOWN BLOCKS 10-12"; THENCE S 62° 00' 57" E A DISTANCE OF 186.45 FEET; THENCE S 17° 01' 19" E A DISTANCE OF 163.11 FEET; THENCE S 20° 09' 49" W A DISTANCE OF 207.01 FEET; THENCE S 10° 49' 33" W A DISTANCE OF 122.31 FEET; THENCE S 01° 00' 32" E A DISTANCE OF 545.08 FEET, TO A POINT ON SAID SOUTH LINE; THENCE S 88° 36' 47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 669.86 FEET, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 26.5264 ACRES / 1,155,495.64 SQUARE FEET.

THE BASIS OF BEARINGS FOR SAID TRACT IS N 88° 36' 47" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SIX (6), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 82 LOTS, 7 BLOCKS, 1 RESERVE AREA, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BIRMINGHAM AT YORKTOWN BLOCKS 24-30", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "UIE" 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, WATER LINES, AND CABLE TELEVISION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS 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 CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR 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 SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.
- 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, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- 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 THE DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF BIRMINGHAM AT YORKTOWN BLOCKS 24-30, SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

E. PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF JENKS, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. RESERVE AREA "A"

RESERVE AREA "A" SHALL BE LIMITED TO USE FOR OPEN SPACE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION, FOR THEIR USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN THE YORKTOWN DEVELOPMENT COMMUNITY AS SET FORTH WITHIN SECTION IV HEREOF.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "BIRMINGHAM AT YORKTOWN BLOCKS 24-30" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT MAJOR AMENDMENT (DESIGNATED AS PUD 61 AMENDED "C"), AS PROVIDED WITHIN SECTIONS 900 THROUGH 950 OF THE CITY OF JENKS ZONING CODE, AS THE SAME EXISTED ON MARCH 23, 2012, (HEREINAFTER THE "JENKS ZONING CODE"), AND

WHEREAS PUD 61 AMENDED "C" WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION AND APPROVED BY THE JENKS CITY COUNCIL, 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 AMENDMENTS THERETO, AND

WHEREAS, THE OWNERS ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA, AND

THEREFORE, THE OWNERS DO HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (BIRMINGHAM AT YORKTOWN BLOCKS 24-30), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA:	26.518 ACRES (1,155,134.67 SF)
EXISTING ZONING:	PUD 61 AMENDED "C" / RS-2
BIRMINGHAM AT YORKTOWN BLOCKS 24-30 NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN BIRMINGHAM AT YORKTOWN BLOCKS 24-30.	
PERMITTED USES:	
USE UNIT 6, SINGLE-FAMILY DWELLINGS, AND CUSTOMARY FACILITIES AND AMENITIES, INCLUSIVE OF COMMON SPACE AREA USES AND ACTIVITIES GENERALLY FOUND WITHIN MASTER-PLANNED RESIDENTIAL COMMUNITIES.	
MINIMUM LOT WIDTH:	70 FEET
MINIMUM LOT AREA:	8,500 SQUARE FEET
MINIMUM DWELLING SIZE:	MINIMUM OF 1,500 SQUARE FEET OF FINISHED HEATED LIVING AREA.
MINIMUM BUILDING SETBACKS:	
FROM INTERNAL STREET RIGHT-OF-WAY LIMITS: 25 FEET, WITH THE EXCEPTION OF CORNER SUBDIVISION LOTS WHICH MAY HAVE ONE 15' B/L SETBACK ALONGSIDE ONE STREET IN WHICH THE LOT HAS FRONTAGE UPON. IN THOSE PARTICULAR INSTANCES IN WHICH THE FRONT FACE OF A HOME ON A CORNER LOT IS DIRECTED TOWARDS THE 15' B/L SETBACK OF THE CORNER LOT, A MINIMUM 25' B/L SETBACK MUST BE MAINTAINED FROM THE OTHER STREET FRONTAGE RIGHT-OF-WAY ABUTTING THAT CORNER LOT. ADDITIONALLY, ON ALL CORNER SUBDIVISION LOTS IN WHICH THE FRONT FACE OF THE HOME IS DIRECTED TOWARDS THE 25' B/L SETBACK AND A SIDE-LOADED GARAGE IS PROPOSED (GARAGE DOORS FACING TOWARDS THE 15' B/L SETBACK), A MINIMUM 20' B/L SETBACK FROM THE STREET RIGHT-OF-WAY MUST BE MAINTAINED FOR SUCH SIDE-LOADED GARAGES.	
FROM SIDE LOT LINES:	5 FEET
FROM REAR LOT LINES:	25 FEET
MAXIMUM STRUCTURE HEIGHT:	
35 FEET, WITH THE EXCEPTION OF CHIMNEYS, CUPOLAS, OR OTHER ARCHITECTURAL STRUCTURES WHICH MAY EXTEND TO A MAXIMUM HEIGHT OF 45'.	

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNERS DESIRE TO ESTABLISH ADDITIONAL RESTRICTIONS FOR "BIRMINGHAM AT YORKTOWN BLOCKS 24-30" FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE RESIDENTIAL NEIGHBORHOODS WITHIN BIRMINGHAM AT YORKTOWN BLOCKS 24-30, AND TO ENSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, ITS SUCCESSORS AND ASSIGNS.

THEREFORE, THE OWNERS DO HEREBY AND LIKewise IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS UPON THE LOTS WITHIN THIS SUBDIVISION PLAT (BIRMINGHAM AT YORKTOWN BLOCKS 24-30) WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS:

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

- NO BUILDING, FENCE, WALL OR LANDSCAPING SHALL BE ERECTED, PLACED OR ALTERED ON ANY RESIDENTIAL LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, LANDSCAPING PLANS, AND SPECIFICATIONS FOR ALL HOUSES TO BE BUILT, AND LANDSCAPING TO BE INSTALLED, ARE ON FILE WITH THE YORKTOWN ARCHITECTURAL COMMITTEE, OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE YORKTOWN ARCHITECTURAL 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. ANY CHANGES TO PLANS ON FILE WITH THE ARCHITECTURAL COMMITTEE OR ANY ADDITIONAL NEW PLANS WILL NEED WRITTEN APPROVAL BEFORE CONSTRUCTION MAY BEGIN.
- THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF BUILDING OR LANDSCAPING PLANS FOR 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 OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS APPOINTED BY THE DEVELOPER.

- THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE WHEN ONE-HUNDRED PERCENT (100%) OF THE HOUSES ON THE RESIDENTIAL LOTS HAVE BEEN BUILT. THEREAFTER, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE EXERCISED BY THE HOMEOWNERS ASSOCIATION HEREAFTER PROVIDED FOR.

B. BUILDING MATERIAL REQUIREMENTS AND OTHER RESTRICTIONS APPLICABLE TO ALL RESIDENTIAL LOTS CONTAINED WITHIN BIRMINGHAM AT YORKTOWN BLOCKS 24-30

- STEM WALLS:

ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE OF BRICK, STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.
- ROOFING:

ROOFING SHALL BE A SINGULAR ROOF SELECTION AND COLOR FOR EACH RESPECTIVE NEIGHBORHOOD COMMUNITY WITHIN YORKTOWN, AND THE OWNER/DEVELOPER SHALL HAVE THE RIGHT TO SELECT A DIFFERENT ROOFING COLOR FOR EACH NEIGHBORHOOD COMMUNITY WITHIN YORKTOWN. THE MINIMUM ROOF PITCH SHALL BE AN 8/12 PITCH ON THE FORWARD FACING GABLES.
- EXTERIOR WALLS:

THE FIRST STORY EXTERIOR WALLS OF THE DWELLINGS ERECTED ON ALL RESIDENTIAL LOTS WITHIN THE BIRMINGHAM AT YORKTOWN BLOCKS 24-30 NEIGHBORHOOD SHALL BE ONE-HUNDRED PERCENT (100%) BRICK, STONE, OR STUCCO, PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS AND DOORS LOCATED IN SAID EXTERIOR WALLS AND THE AREA ADJACENT TO PATIOS AND UNDER PORCHES SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF EXTERIOR WALLS, AND FURTHER PROVIDED THAT WHERE A PART OF THE EXTERIOR WALL IS EXTENDED ABOVE THE INTERIOR ROOM CEILING LINE DUE TO THE CONSTRUCTION OF A GABLE TYPE ROOF, THEN THAT PORTION OF THE WALL EXTENDING ABOVE THE INTERIOR ROOM CEILING HEIGHT MAY BE CONSTRUCTED OF WOOD MATERIAL AND SHALL BE EXCLUDED FROM THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS (EXCLUSIVE OF FIREPLACE CHASE).
- MINIMUM SQUARE FOOTAGE:

AS DESCRIBED ABOVE UNDER SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.
- MINIMUM LOT WIDTH:

AS DESCRIBED ABOVE UNDER SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.
- MINIMUM LOT AREA:

AS DESCRIBED ABOVE UNDER SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS.
- 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 RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED OR STAINED.
- SIDING:

NO STEEL, ALUMINUM OR PLASTIC SIDING SHALL BE PERMITTED ON ANY BUILDING ON ANY RESIDENTIAL LOT.
- MAILBOXES:

ALL MAILBOXES SHALL BE OF A SINGULAR DESIGN FOR THE LOTS WITHIN BIRMINGHAM AT YORKTOWN BLOCKS 24-30, AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO MAILBOX SHALL BE ERECTED ON ANY RESIDENTIAL LOT WITHOUT THE APPROVAL OF THE DESIGN BY THE ARCHITECTURAL COMMITTEE, AND SHALL CONFORM TO A DESIGN STANDARD FOR EACH COMMUNITY. A CHARGE FOR MAILBOXES WILL BE COLLECTED BY THE OWNER/DEVELOPER AT THE CLOSING OF EACH LOT.
- WAIVER:

THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN THIS SUBSECTION; PROVIDED, SUCH WAIVER TO BE EFFECTIVE MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF THE ARCHITECTURAL COMMITTEE.

C. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT WITHIN THIS SUBDIVISION, 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 AN RESIDENTIAL LOT, EXCEPT FOR CONSTRUCTION OR SALES TRAILERS WHICH MAY BE INSTALLED ON A TEMPORARY BASIS ONLY.

E. DETACHED STRUCTURES PROHIBITION

NO DETACHED ACCESSORY STRUCTURE SHALL BE ALLOWED ON A RESIDENTIAL LOT.

F. VEHICLE STORAGE AND PARKING

NO INOPERATIVE VEHICLE, MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE STORED ON ANY RESIDENTIAL LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

G. ANTENNAS

NO RADIO OR TELEVISION TOWER, AERIAL OR ANTENNA SHALL BE LOCATED ON ANY RESIDENTIAL LOT. SATELLITE DISHES SHALL BE NO LARGER THAN 18" IN DIAMETER AND BE SCREENED FROM VIEW FROM THE STREET AND ADJACENT RESIDENTIAL LOTS WITHIN THE ADDITION.

H. LANDSCAPING REQUIREMENTS

THE FRONT ELEVATION OF ALL RESIDENTIAL LOTS MUST BE PROFESSIONALLY LANDSCAPED UPON COMPLETION OF THE RESIDENCE. ALL FRONT, SIDE AND BACK YARDS MUST BE SODDON ON THE COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION. ALL PROPOSED LANDSCAPING UPON EVERY LOT WITHIN THIS SUBDIVISION MUST RECEIVE APPROVAL BY THE ARCHITECTURAL COMMITTEE AS DESCRIBED UNDER SECTION III.A HEREOF.

I. LIVESTOCK AND POULTRY PROHIBITED

NO ANIMALS, LIVESTOCK OR POULTRY (INCLUDING PIGEONS) OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY RESIDENTIAL LOT OR PART THEREOF, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT; PROVIDED, THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

J. INTERIOR FENCES AND WALLS

INTERIOR FENCES AND WALLS SITUATED UPON RESIDENTIAL LOTS SHALL COMPLY WITH THE FOLLOWING:

1. NO FENCING SHALL EXTEND BEYOND THE BUILDING LINE OF ANY RESIDENCE. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A RESIDENTIAL LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER.

2. ALL FENCES SHALL CONSIST ENTIRELY OF WOOD, BRICK, NATURAL STONE, WROUGHT IRON, OR SOME COMBINATION THEREOF. THE ARCHITECTURAL COMMITTEE MAY, BUT NOT BE OBLIGATED TO, GRANT AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST. NO CHAIN LINK, BARBED WIRE, MESH OR OTHER METAL FENCING SHALL BE PERMITTED UNDER ANY CIRCUMSTANCES, WITH THE EXCEPTION OF A POSSIBLE VINYL-COATED OR ACID-STAINED FENCE WITHIN THE LINEAR RESERVE AREAS ALONGSIDE THE REAR LOT LINES OF THOSE SUBDIVISION LOTS THAT ABUT THE PERIMETER OF THE YORKTOWN PROJECT.

3. NO FENCE IN EXCESS OF SIX FEET (6') IN HEIGHT SHALL BE PERMITTED UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE IN WRITING.

K. GARAGE

EACH DWELLING SHALL HAVE A GARAGE FOR AT LEAST TWO AUTOMOBILES. GLASS SHALL NOT BE PERMITTED IN GARAGE DOORS WITHOUT ARCHITECTURAL COMMITTEE APPROVAL.

L. COMMERCIAL STRUCTURES

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED AT ANY TIME FOR ANY BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSE ON ANY PORTION OF ANY RESIDENTIAL LOT, PROVIDED, HOWEVER, THAT OWNER, AS THE DEVELOPER OF THE SUBDIVISION MAY MAINTAIN A SALES OFFICE IN THE SUBDIVISION FOR THE SALE OF THE SUBDIVISION LOTS AND BUILDING CONTRACTORS MAY MAINTAIN SALES OFFICES, CONSTRUCTION TRAILERS, AND MODEL HOMES IN THE SUBDIVISION FOR THE CONSTRUCTION, SALE AND DISPLAY OF HOMES LOCATED, OR TO BE LOCATED, IN THE SUBDIVISION SUBJECT TO THE CITY OF JENKS ZONING CODE REQUIREMENTS.

M. TRASH RECEPTACLES

TRASH RECEPTACLES CANNOT BE LEFT CURBSIDE FOR MORE THAN A 24 HOUR PERIOD OF TIME. ALL TRASH RECEPTACLES SHALL BE KEPT INSIDE OF A GARAGE OR SCREENED FROM VIEW FROM ALL STREETS WITHIN THE SUBDIVISION.

N. BUILDING REQUIREMENTS AND AMENDMENTS

ANY MODIFICATIONS OR AMENDMENTS TO THE BUILDING AND/OR ARCHITECTURAL REQUIREMENTS LISTED UNDER THIS SECTION (SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS) SHALL ONLY BE ALLOWED WITH ARCHITECTURAL COMMITTEE APPROVAL AS DESCRIBED UNDER SECTION III.A HEREOF.

SECTION IV. HOMEOWNERS ASSOCIATION**A. FORMATION OF MASTER AND NEIGHBORHOOD HOMEOWNERS ASSOCIATIONS**

THE OWNERS OF BIRMINGHAM AT YORKTOWN BLOCKS 24-30 FORMED A MASTER HOMEOWNERS ASSOCIATION (YORKTOWN MASTER HOMEOWNERS ASSOCIATION) WHICH IS THE PRINCIPLE HOMEOWNERS ASSOCIATION AFFECTING AND INCLUDING EACH OWNER OF A LOT OF RECORD WITHIN ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOOD COMMUNITIES, OF WHICH SAID COMMUNITIES AND FUTURE DEVELOPMENT AREAS CONTAIN APPROXIMATELY 225 ACRES OF LAND AND ARE AS SHOWN WITHIN THE APPROVED YORKTOWN PLANNED UNIT DEVELOPMENT (PUD NO. 61). ADDITIONALLY, ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOOD COMMUNITIES SHALL ALSO BE MEMBERS OF A YORKTOWN NEIGHBORHOOD HOMEOWNERS ASSOCIATION CONSISTING OF DEFINED LOTS AND BLOCKS REPRESENTING THE INDIVIDUAL NEIGHBORHOODS WITHIN THE OVERALL YORKTOWN DEVELOPMENT COMMUNITY. THE YORKTOWN MASTER AND NEIGHBORHOOD HOMEOWNERS ASSOCIATIONS HAVE / SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND ARE TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS OF THE OVERALL YORKTOWN COMMUNITY, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE YORKTOWN COMMUNITY.

B. MEMBERSHIP

ANY OWNER OF A LOT IN THE OVERALL YORKTOWN COMMUNITY SHALL AUTOMATICALLY BECOME A MEMBER OF THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION FOR THAT RESPECTIVE NEIGHBORHOOD COMMUNITY IN WHICH SUCH LOT BELONGS. EACH NEIGHBORHOOD COMMUNITY SHALL LIKEWISE AUTOMATICALLY BECOME MEMBERS OF THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION (YMHA). MEMBERSHIP OF THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN ALL OF THE CURRENT AND FUTURE YORKTOWN NEIGHBORHOODS COMPRISING THE OVERALL YORKTOWN COMMUNITY. IN ADDITION, OWNERS OF LOTS OF RECORD WITHIN THE PRESENTLY PLATTED AND DEVELOPED NEIGHBORHOOD COMMUNITY OF "WESTON AT WAKEFIELD" AND "WESTON II AT WAKEFIELD" SHALL BE ALLOWED TO PARTICIPATE

IN THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION AND HAVE PRIVILEGES AND RIGHTS TO THE FULL USE AND ENJOYMENT OF THE COMMUNITY POOL AND IMPROVEMENTS LOCATED WITHIN RESERVE AREA "G" OF YORKTOWN PHASE I, AND OTHER CERTAIN YORKTOWN COMMUNITY COMMON AREAS AS TO BE SET FORTH BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION. SUCH LOT OWNERS SHALL BE ENTITLED TO THESE PRIVILEGES ON AN INDIVIDUAL BASIS, YEARLY, BY PAYING THE ANNUAL YMHA DUES (EQUAL TO AMOUNT PAID BY YORKTOWN RESIDENTS). THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES THAT HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, OTHER THAN CONTRACT SELLERS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT SITUATED WITHIN THE YORKTOWN COMMUNITY OR SUCH NEIGHBORHOOD COMMUNITIES THAT MAY BE ANNEXED OR MERGED INTO THE JURISDICTION OF THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION. OWNERSHIP OF A LOT SHALL BE THE SOLE QUALIFICATION OF MEMBERSHIP WITH RESPECT TO THOSE PROPERTY OWNERS IN YORKTOWN.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE OVERALL YORKTOWN COMMUNITY SHALL BE SUBJECT TO ASSESSMENT BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION THROUGH THEIR COMMUNITY MEMBERSHIP FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIMARY COMMON AREAS OF THE YORKTOWN PHASE I SUBDIVISION, WHICH CONSIST OF RESERVE AREAS "A", "B", "C" & U/E, "F" & U/E, "G", "H" & U/E, "I" & U/E, "L" & U/E, "M" & U/E, "O", "P" & U/E, AND "Q" & U/E OF YORKTOWN PHASE I, RESERVE AREAS "A" & U/E AND "B" & U/E, HENLEY AT YORKTOWN, RESERVE AREA "D" & U/E, BIRMINGHAM AT YORKTOWN, RESERVE AREAS "E" & U/E, "F" & U/E, AND "G" & U/E, MANCHESTER AT YORKTOWN, RESERVE AREA "A", BIRMINGHAM AT YORKTOWN BLOCKS 24-30, RESERVE AREAS "A" & U/E, "B" & U/E, "C" & U/E AND "D" & U/E, YORKTOWN BLOCKS 31-35, AND RESERVE AREAS "A" & U/E AND "B" & U/E, SHELBY AT YORKTOWN BLOCKS 36-38. EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE PRESENTLY PLATTED AND DEVELOPED NEIGHBORHOOD COMMUNITY OF "WESTON AT WAKEFIELD" AND "WESTON II AT WAKEFIELD" AND WITHIN OTHER LAND AREAS LOCATED OUTSIDE OF THE YORKTOWN COMMUNITY THAT MAY BE ANNEXED OR MERGED INTO THE JURISDICTION OF THE ASSOCIATION, WHO ELECT IN WRITING TO JOIN THE ASSOCIATION, AND HAVE SUCH PRIVILEGES AND RIGHTS TO THE FULL USE AND ENJOYMENT OF THE COMMUNITY POOL AND IMPROVEMENTS LOCATED WITHIN RESERVE AREA "G" OF YORKTOWN PHASE I, AND OTHER CERTAIN YORKTOWN COMMUNITY COMMON AREAS AS SET FORTH OR TO BE SET FORTH BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION, SHALL BE SUBJECT TO ASSESSMENT BY THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION AT THE SAME FEE ASSESSMENT RATE AS RESIDENTIAL LOT OWNERS WITHIN THE OVERALL YORKTOWN COMMUNITY.

D. REQUIRED MOWING OF VACANT LOTS

THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE OVERALL YORKTOWN DEVELOPMENT COMMUNITY AFTER COMPLETION OF A 10 DAY NOTICE PERIOD TO THE LOT OWNER BY THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT EFFECTIVELY STATES THAT SAID LOT IS IN VIOLATION OF SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH OF THE JENKS CITY CODE. THE YORKTOWN MASTER HOMEOWNERS ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH SUBSECTION IV.C OF THIS SECTION.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY**A. ENFORCEMENT**

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I AND II WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN YORKTOWN AND THE CITY OF JENKS AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN YORKTOWN SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR A PROPERTY OWNERS ASSOCIATION FORMED FOR THIS SUBDIVISION 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 A PROPERTY OWNERS ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA. THE COVENANTS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN YORKTOWN PHASE I, YORKTOWN PHASE I AMENDED, YORKTOWN PHASE I AMENDED II, YORKTOWN BLOCKS 10-12, AND OTHER PLATTED YORKTOWN COMMUNITIES, AS APPLICABLE, AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS, AND SECTION IV. HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERS WITHIN THAT NEIGHBORHOOD COMMUNITY THAT DESIRES THE CHANGE. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

N. WITNESS WHEREOF, YORKTOWN HOLDING, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 12th DAY OF February, 2015.

YORKTOWN HOLDING, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: [Signature]
MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 12th DAY OF February, 2015, PERSONALLY APPEARED Steve Murray TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC

8/22/2015
MY COMMISSION EXPIRES

Stephanie M. Lovo
Notary Public - Oklahoma
Commission #07003151
Commission Expires 8/22/2015

CERTIFICATE OF SURVEY

I, ALBERT JONES, III, OF ATLAS LAND OFFICE, LLC, 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 "BIRMINGHAM AT YORKTOWN BLOCKS 24-30", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

[Signature]
ALBERT JONES III,
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1580

2-11-15



STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 11th DAY OF February, 2015, PERSONALLY APPEARED ALBERT JONES III, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

[Signature]
ROY BINGHAM
MY COMMISSION EXPIRES: 02/13/2017
MY COMMISSION NUMBER: 13001513

