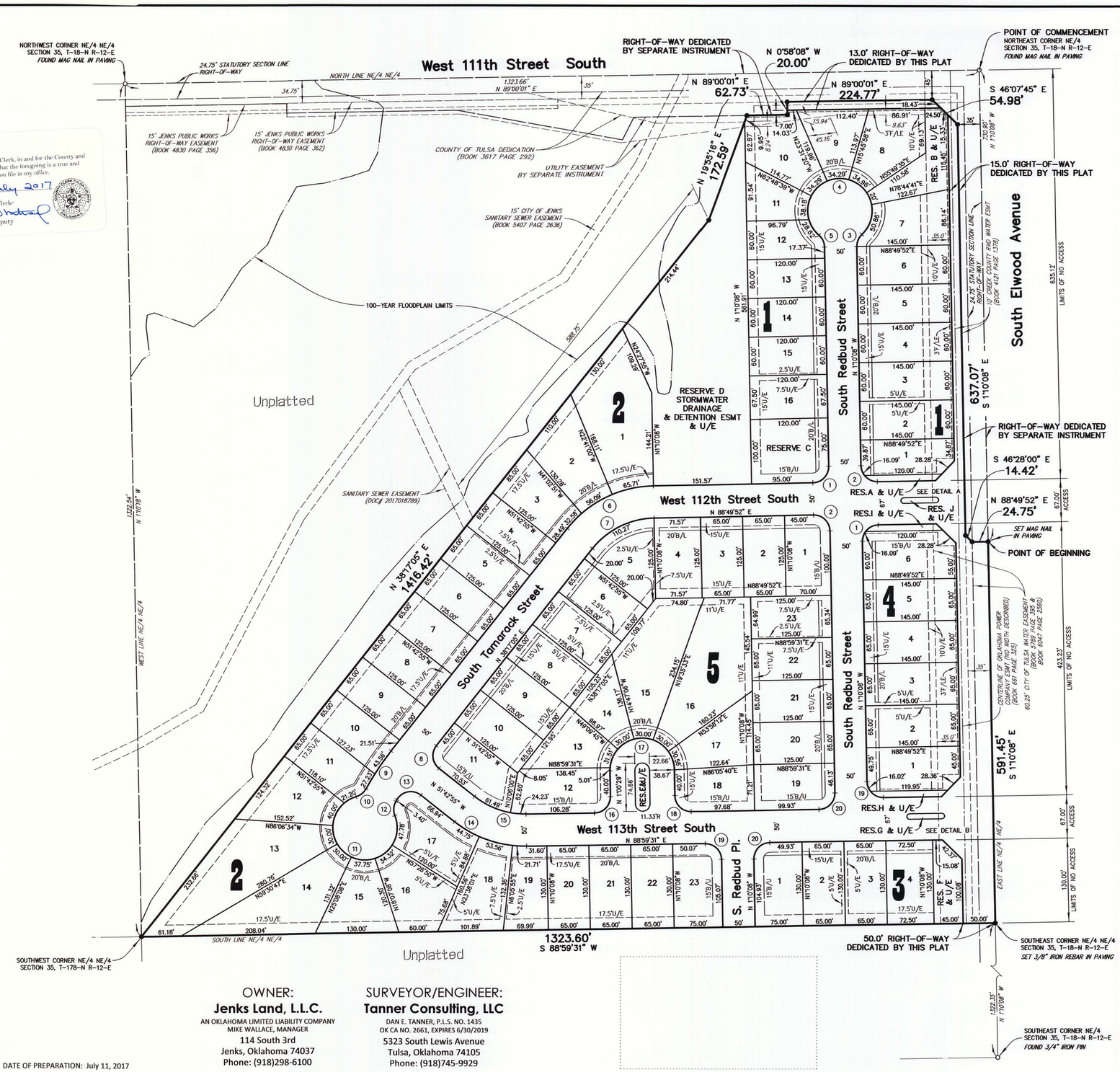
Tulsa County Clerk - Michael Willis
Doc # 6747 Page(s): 3
07/25/2017 12:58:58 PM
Receipt # 17-41254
Fee: $ 30.00

STATE OF OKLAHOMA } SS
COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
Dated the 25th day of July 2017
MICHAEL WILLIS, Tulsa County Clerk
Karly Whitsell
Deputy

PUD 99

Oak Ridge of Jenks

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION THIRTY-FIVE (35) TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA





R 12 E



Location Map
Scale: 1"= 2000'
NORTH

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
F/LE	FENCE AND LANDSCAPE EASEMENT
R	RADIUS
RES	RESERVE
RWD	RURAL WATER DISTRICT
U/E	UTILITY EASEMENT

SUBDIVISION CONTAINS:

SEVENTY-TWO (72) LOTS
IN FIVE (5) BLOCKS
WITH TEN (10) RESERVES

GROSS SUBDIVISION AREA: 23.005 ACRES

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83). SAID BEARINGS ARE BASED LOCALLY UPON FIELD OBSERVED TIES TO THE FOLLOWING MONUMENTS:
   - A. FOUND MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 35;
   - B. FOUND 3/4" IRON PIN AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 35;

   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°10'08" WEST.
4. ACCESS TO THE SUBJECT PROPERTY IS PROVIDED BY SOUTH ELWOOD AVENUE AND WEST 111TH STREET SOUTH, BOTH BEING PUBLIC STREETS.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDD(CD)
1	39.27'	25.00'	90°00'00"	N43°49'52"E	35.36'
2	39.27'	25.00'	90°00'00"	N46°10'08"W	35.36'
3	21.03'	25.00'	48°11'23"	N22°55'33"E	20.41'
4	241.19'	50.00'	276°22'46"	N88°49'52"E	66.67'
5	21.03'	25.00'	48°11'23"	N25°15'50"W	20.41'
6	154.38'	175.00'	50°32'47"	N63°33'28"E	149.43'
7	110.27'	125.00'	50°32'47"	N63°33'28"E	106.73'
8	39.27'	25.00'	90°00'00"	N6°42'55"W	35.36'
9	70.79'	425.00'	9°32'37"	N33°30'47"E	70.71'
10	19.75'	25.00'	45°16'30"	N51°22'43"E	19.25'
11	241.05'	50.00'	276°13'04"	N64°05'34"W	66.77'
12	22.58'	25.00'	51°45'12"	N3°40'30"E	21.82'
13	42.85'	25.00'	98°12'48"	N79°10'41"E	37.80'
14	120.01'	175.00'	39°17'34"	N71°21'42"W	117.67'
15	85.72'	125.00'	39°17'34"	N71°21'42"W	84.05'
16	39.27'	25.00'	90°00'00"	N43°59'31"E	35.36'
17	157.08'	50.00'	180°00'00"	N88°59'31"E	100.00'
18	39.27'	25.00'	90°00'00"	N46°00'29"W	35.36'
19	39.20'	25.00'	89°50'21"	N46°05'19"W	35.31'
20	39.34'	25.00'	90°09'39"	N43°54'41"E	35.40'

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 $15,699.00 per trust receipt no.14981 to be applied to 2017 taxes. This certificate is NOT to be construed as payment of 2017 taxes in full but is given in order that this plat may be filed of record. 2017 taxes may exceed the amount of the security deposit.

Dated: 07/25/2017
Dennis Semler
Tulsa County Treasurer
By:
Deputy

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council
on 9-19-16

MAYOR–VICE MAYOR

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

CITY MANAGER

OWNER:
Jenks Land, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY
MIKE WALLACE, MANAGER
114 South 3rd
Jenks, Oklahoma 74037
Phone: (918)298-6100

SURVEYOR/ENGINEER:
Tanner Consulting, LLC
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

DATE OF PREPARATION: July 11, 2017

PUD 99

Oak Ridge of Jenks

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION THIRTY-FIVE (35)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT JENKS LAND, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE SOUTH 1°10'08"E AND ALONG THE EAST LINE OF THE NE/4 NE/4, FOR A DISTANCE OF 730.90 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 1°10'08" EAST AND ALONG THE EAST LINE OF THE NE/4 NE/4, FOR A DISTANCE OF 591.45 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE NE/4 NE/4; THENCE SOUTH 88°59'31" WEST AND ALONG THE SOUTH LINE OF THE NE/4 NE/4 FOR A DISTANCE OF 1323.60 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NE/4 NE/4; THENCE NORTH 38°17'05" EAST FOR A DISTANCE OF 1416.42 FEET; THENCE NORTH 19°55'16" EAST FOR A DISTANCE OF 172.59 FEET; THENCE NORTH 89°00'01" EAST AND PARALLEL WITH THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 62.73 FEET; THENCE NORTH 0°58'08" WEST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 89°00'01" EAST AND PARALLEL WITH THE NORTH LINE OF SAID NE/4 FOR A DISTANCE OF 224.77 FEET TO A POINT; THENCE SOUTH 46°07'45" EAST AND FOR A DISTANCE OF 54.98 FEET; THENCE SOUTH 1°10'08" EAST FOR A DISTANCE OF 637.07 FEET TO A POINT; THENCE SOUTH 46°28'00" EAST FOR A DISTANCE OF 14.42 FEET TO A POINT; THENCE NORTH 88°49'52" EAST FOR A DISTANCE OF 24.75 FEET TO A POINT TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,044,337 SQUARE FEET, OR 23.005 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83). SAID BEARINGS ARE BASED LOCALLY UPON FIELD OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(A). FOUND MAG NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 35;

(B). FOUND 3/4" IRON PIN AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 35;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°10'08" WEST.

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER/DEVELOPER HAS GIVEN TO SAID PLAT THE NAME OF "OAK RIDGE OF JENKS", A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "OAK RIDGE OF JENKS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE). NOW, THEREFORE, THE OWNER/DEVELOPER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH BELOW AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS AS DESIGNATED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE, TELEVISION CABLE, AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER 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 STORM AND SANITARY 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, STORM SEWER, AND SANITARY SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA 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, THAT NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE RIGHTS-OF-WAY FOR 111TH STREET SOUTH AND SOUTH ELWOOD AVENUE AS DEDICATED BY THIS PLAT AND WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. EACH SUPPLIER OF ELECTRIC, COMMUNICATIONS, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN 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, COMMUNICATIONS, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATIONS, 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 SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, COMMUNICATIONS, OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON SAID OWNER'S LOT.

2. 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 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.

3. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR 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 OR SAID OWNER'S 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, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON SAID OWNER'S LOT.

2. 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 GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 GAS FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OR RESERVE AREA 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 SUCH OWNER'S LOT OR RESERVE AREA. NO LOT OR RESERVE AREA OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT OR RESERVE AREA IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA, OR THE CITY OF JENKS. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREAS OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, TELEPHONE, COMMUNICATIONS, 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.

G. OTHER USES

EACH LOT AND RESERVE AREA OWNER SHALL HAVE THE RIGHT TO USE THE UTILITY EASEMENTS SITUATED ON SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF JENKS, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

H. FENCE AND LANDSCAPE EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT, TO THE OWNERS OF THE RESIDENTIAL LOTS WITHIN OAK RIDGE OF JENKS AND FOR THEIR COMMON USE AND BENEFIT, FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/LE" AND SHOWN ON THE ACCOMPANYING PLAT. THE FENCE AND LANDSCAPE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SIGNAGE, LANDSCAPING, IRRIGATION SYSTEMS, AND LIGHTING, AND FOR THE PURPOSE OF THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE WITHIN THE FENCE AND LANDSCAPE EASEMENT AREAS.

I. ROOF DRAIN REQUIREMENTS

THE OWNER/DEVELOPER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, THAT BUILDINGS CONSTRUCTED ON ALL LOTS WITHIN BLOCK FIVE (5) SHALL EACH HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORMWATER RUNOFF TO THE ADJACENT STREET.

SECTION II. RESERVE AREAS

A. GENERAL

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, ALL RESERVE AREAS ARE HEREBY DESIGNATED AND CREATED TO PROVIDE FOR LANDSCAPING, OPEN SPACE, ENTRY FEATURES AND SIGNAGE, FENCING, AND PASSIVE AND ACTIVE PRIVATE RECREATION USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVES A, B, D, E, F, G, H, I, AND J, WHETHER OR NOT SO DESIGNATED ON THE ATTACHED PLAT, ARE HEREBY ADDITIONALLY DEDICATED AS UTILITY EASEMENTS.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF OWNER THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES. SEE SECTION V FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PROPERLY MAINTAIN SUCH RESERVE AREA OR FACILITIES THEREON LOCATED AS HEREIN PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

4. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BECOME A LIEN AGAINST EACH OF THE LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNERS' WATER BILLS, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

B. RESERVE B

RESERVE B IS DESIGNATED AND CREATED TO BUFFER A CITY OF TULSA WATER VAULT WITHIN THIS RESERVE AREA, PROVIDE FOR ACCESS TO THE CITY OF TULSA AND ITS DESIGNATED AGENTS AND CONTRACTORS FOR THE MAINTENANCE THEREOF, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVE B MAY BE USED FOR OPEN SPACE, PASSIVE RECREATION, AND OTHER USES AS MAY BE APPROVED BY THE CITY OF JENKS, PROVIDED THAT ANY SUCH USE DOES NOT CONFLICT WITH THE OPERATION OF AND ACCESS TO THE CITY OF TULSA WATER VAULT. RESERVE B, WHETHER OR NOT SO DESIGNATED ON THE ATTACHED PLAT, IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT, PROVIDED THAT INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES DO NOT CONFLICT WITH THE OPERATION OF AND ACCESS TO THE CITY OF TULSA WATER VAULT.

C. RESERVE C

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVE C IS DESIGNATED AND CREATED TO PROVIDE FOR PRIVATE RECREATION, LANDSCAPING, OPEN SPACE, NEIGHBORHOOD AMENITIES AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVE C IS SUBJECT TO FENCE RESTRICTIONS OF SECTION IV.B.30.

D. RESERVE D

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER AND ACROSS RESERVE D AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION. RESERVE D MAY ALSO BE UTILIZED FOR OPEN SPACE, PASSIVE RECREATION, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

2. THE DETENTION AND DRAINAGE FACILITY CONSTRUCTED IN RESERVE D SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF JENKS, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVE AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE RESERVE AREAS UNLESS APPROVED BY THE CITY OF JENKS ENGINEERING DEPARTMENT.

4. RESERVE D AND THE FACILITIES THEREON LOCATED SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.

E. INDEMNIFICATION OF OWNER AND CITY

1. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS.

2. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES THAT THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA SHALL NOT BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, OAK RIDGE OF JENKS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 99) AS PROVIDED WITHIN SECTIONS 900-970 OF CHAPTER 9, JENKS ORDINANCE (JENKS ZONING CODE), AS THE SAME EXISTED ON FEBRUARY 1, 1993, WHICH PUD NO. 99 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON JUNE 23, 2016, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON JULY 05, 2016; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA;

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. DEVELOPMENT AREA A (BLOCKS 2, 3, 4, AND 5 AND RESERVE AREAS C, D, E, F, G, H, I, AND J)

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-2 ZONING DISTRICT OF THE CITY OF JENKS ZONING CODE, SPECIFICALLY INCLUDING DETACHED SINGLE-FAMILY DWELLINGS, AND RECREATIONAL FACILITIES, NEIGHBORHOOD AMENITIES, AND OTHER SUCH USES CUSTOMARILY ACCESSORY TO USES PERMITTED IN THE RS-2 DISTRICT.

MAXIMUM NUMBER OF LOTS:	60 LOTS
MINIMUM LOT WIDTH:	60 FT
MINIMUM LOT SIZE:	6,900 SF
MAXIMUM BUILDING HEIGHT:	35 FT *
OFF-STREET PARKING:	MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.
MAXIMUM LIVABILITY SPACE:	4,000 SF
MINIMUM YARD SETBACKS:	
FRONT YARD:	20 FT
REAR YARD NOT ABUTTING SOUTH ELWOOD AVENUE:	15 FT
REAR YARD ABUTTING SOUTH ELWOOD AVENUE:	45 FT **
SIDE YARD ABUTTING A PUBLIC STREET:	15 FT
SIDE YARD NOT ABUTTING A PUBLIC STREET:	5 FT ***
MAXIMUM FRONT YARD COVERAGE:	40 %

B. DEVELOPMENT AREA B (BLOCK 1 AND RESERVE AREAS A AND B)

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RTH ZONING DISTRICT OF THE CITY OF JENKS ZONING CODE, SPECIFICALLY INCLUDING SINGLE-FAMILY DWELLINGS, AND RECREATIONAL FACILITIES, NEIGHBORHOOD AMENITIES, AND OTHER SUCH USES CUSTOMARILY ACCESSORY TO USES PERMITTED IN THE RTH DISTRICT.

MAXIMUM NUMBER OF LOTS:	17 LOTS
MINIMUM LOT WIDTH:	60 FT
MINIMUM LOT SIZE:	6,000 SF
MAXIMUM BUILDING HEIGHT:	35 FT *
OFF-STREET PARKING:	MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.
MINIMUM LIVABILITY SPACE:	1,400 SF
MINIMUM YARD SETBACKS:	
FRONT YARD:	20 FT
REAR YARD NOT ABUTTING SOUTH ELWOOD AVENUE:	15 FT
REAR YARD ABUTTING SOUTH ELWOOD AVENUE:	45 FT **
SIDE YARD ABUTTING A PUBLIC STREET:	15 FT
SIDE YARD NOT ABUTTING A PUBLIC STREET:	5 FT ***

* *ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.*

** *OR THE WEST BOUNDARY OF THE NEW OG&E EASEMENT, WHICHEVER IS GREATER.*

*** *A MINIMUM OF TEN (10) FEET SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS.*

C. DEVELOPMENT STANDARDS FOR ALL DEVELOPMENT AREA LOTS

STREETS: STREET RIGHT-OF-WAY SHALL BE A MINIMUM OF 50-FEET IN WIDTH, WITH A MINIMUM OF 26-FEET OF PAVING. RESIDENTIAL STREETS SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF JENKS FOR MINOR RESIDENTIAL STREETS. ACCESS INTO THE SUBDIVISION WILL BE FROM SOUTH ELWOOD AVENUE. AT LEAST ONE (1) WIDER, HEAVILY LANDSCAPED ENTRANCE IS PROPOSED.

SIGNS: TWO (2) SIGNS SHALL BE PERMITTED ALONG THE SOUTH ELWOOD AVENUE FRONTAGE, NOT TO EXCEED THIRTY-FIVE (35) SQUARE FEET IN SIZE, AND FIVE (5) FEET IN HEIGHT.

FENCING: INTERIOR FENCING OR WALLS SHALL

PUD 99

Oak Ridge of Jenks

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION THIRTY-FIVE (35)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION (Continued)

STANDARDS PERTAINING TO DWELLINGS:

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORIES AND A MINIMUM OF 2,600 SQUARE FEET FOR MORE THAN ONE (1) STORY. THE FIRST FLOOR OF EACH DWELLING SHALL BE A MINIMUM OF 100% MASONRY EXCLUDING WINDOWS AND BENEATH COVERED PORCHES. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY. THE FOREGOING STANDARDS SHALL BE INCLUDED IN THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF THE PLAT; ALL OTHER SUCH RESTRICTIONS PERTAINING TO DWELLINGS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR A SIMILARLY-TITLED DOCUMENT.

LIVABILITY SPACE:

LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 940.B OF THE JENKS ZONING CODE.

SECTION IV. PRIVATE COVENANTS

A. PURPOSE

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION.

B. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. ARCHITECTURAL COMMITTEE:

   a. AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER/DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS' ASSOCIATION. PROVIDED, HOWEVER, THAT THE OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION.

   b. ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED IN ACCORDANCE HEREWITH SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED OR SITUATED UPON ANY LOT IN THE SUBDIVISION:

      (1) AN ACCURATE SITE PLAN; AND
      (2) AN ACCURATE FLOOR PLAN; AND
      (3) ALL EXTERIOR ELEVATIONS; AND
      (4) THE COMPOSITION OF ALL ROOFING AND EXTERNAL BUILDING MATERIALS.

2. ALL LOTS SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL USE ONLY. NO LOT SHALL BE DIVIDED INTO TWO (2) OR MORE SEPARATE LOTS FOR THE PURPOSE OF ACCOMMODATING TWO (2) OR MORE SEPARATE OWNERS OR DWELLINGS.

3. EACH DWELLING SHALL HAVE AN ATTACHED GARAGE WITH STORAGE FACILITIES FOR AT LEAST TWO (2) CARS. DRIVEWAYS SHALL PROVIDE OFF-STREET PARKING SPACE FOR A MINIMUM OF TWO (2) CARS.

4. NO WHITE CHAT WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK OR CONCRETE.

5. NO BUILDING SHALL BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION WHICH EXCEEDS A HEIGHT OF MORE THAN TWO (2) STORIES EXCEPT AS DULY APPROVED BY THE ARCHITECTURAL COMMITTEE AND AS PERMITTED BY THE JENKS ZONING CODE.

6. ALL ROOFS WILL BE CONSTRUCTED WITH MATCHING DESIGNER 40 YEAR PLUS WEATHER-WOOD SHINGLES OR AS OTHERWISE DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

7. ROOF FLASHING: EXPOSED ROOF FLASHING, SUCH AS VENT PIPES AND CHIMNEY COVERS, SHALL BE PAINTED, COLOR TO MATCH ROOF.

8. ROOF PITCH: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 10/12 FOR SINGLE STORY AND 8/12 FOR BUILDINGS EXCEEDING ONE (1) STORY. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A BUILDING HAVING A PORTION OF THE ROOF (NOT TO EXCEED 20% OF THE TOTAL ROOF) TO BE AT A PITCH OF LESS THAN REQUIRED HEREIN. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

9. ALL EXPOSED FOUNDATIONS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE, STEM WALLS, OR ANY OTHER FOUNDATION SHALL BE EXPOSED.

10. NO BUILDING OR PART THEREOF, EXCEPT OPEN PORCHES AND TERRACES, SHALL BE CONSTRUCTED AND MAINTAINED ON ANY LOT NEARER TO THE FRONT PROPERTY LINE THAN THE BUILDING LINE ON THE PLAT. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

DATE OF PREPARATION: July 11, 2017

11. EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE AND NOT VISIBLE FROM THE STREET VIEW OF THE DWELLING, AND THE SPECIFIC LOCATION OF THE SAME IS APPROVED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

12. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED, MAINTAINED OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN APPROVING SUCH PLANS, SPECIFICATIONS, PLOT PLANS, DRAINAGE AND GRADING PLANS, THE ARCHITECTURAL COMMITTEE MAY TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED BUILDING OR OTHER STRUCTURES, THE MATERIAL OF WHICH IT IS TO BE BUILT, THE SITE UPON WHICH IT IS PROPOSED, THE HARMONY THEREOF WITH THE SURROUNDINGS, AND THE EFFECT OF THE BUILDING OR OTHER STRUCTURES AS PLANNED ON THE VIEW FROM THE ADJACENT OR NEIGHBORING PROPERTY. ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF JENKS ORDINANCES AND BUILDING CODES.

13. NO RECREATIONAL VEHICLE, CAMPER, BOAT, OR TRAILER SHALL BE UTILIZED AS A TEMPORARY OR PERMANENT RESIDENCE.

14. NO STRUCTURE PREVIOUSLY ERECTED UPON ANOTHER SITE SHALL BE MOVED ONTO ANY LOT.

15. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

16. NO ANIMAL LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT. DOGS, CATS, AND OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. NO EXOTIC ANIMALS AS DEFINED BY JENKS CITY CODES SHALL BE KEPT, BRED OR RAISED ON ANY LOT.

17. 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 THEN THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

18. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS.

19. NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED FREE OF RUBBISH, TRASH, AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

20. THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS SUCH OWNER'S LOT.

21. 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, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO 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 SUCH OWNER'S LOT.

22. THE FIRST FLOOR OF EACH DWELLING SHALL CONSIST OF 100% MASONRY, NOT INCLUDING WINDOWS AND BENEATH COVERED PORCHES.

23. ALL MAIL BOXES SHALL MATCH AND CONSTRUCTION MATERIALS SHALL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE. NUMERIC STREET IDENTIFICATION LETTERING SHALL BE DISPLAYED AND BE CLEARLY IDENTIFIABLE FROM THE PUBLIC RIGHT-OF-WAY.

24. MINIMUM SQUARE FOOTAGE: ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 2,600 SQUARE FEET FOR MORE THAN ONE (1) STORY.

25. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY. A TEMPORARY SALES TRAILER AND ONE TEMPORARY CONSTRUCTION TRAILER MAY BE PERMITTED FOR USE BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS 75% OF THE RESIDENTIAL LOTS HAVE BEEN SOLD.

26. CLOTHESLINES: EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED.

27. ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

28. LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN "OAK RIDGE OF JENKS", THE BUILDER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH BUILDER SHALL PLANT THE EQUIVALENT WORTH OF $1,500.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) WITHIN THE FRONT YARD AREA OF EACH LOT UNDER THEIR OWNERSHIP WITHIN 120 DAYS OF COMPLETION OF HOME CONSTRUCTION, EXCLUSIVE OF SODDING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL INCLUDE A MINIMUM OF ONE (1) TREE, AT LEAST 2" IN DIAMETER, TO BE LOCATED IN THE FRONT YARD AREA AND OUTSIDE OF THE STREET RIGHT-OF-WAY OF THE LOT.

29. OUTBUILDINGS: DETACHED STORAGE STRUCTURES ARE PROHIBITED.

30. FENCING:

   a. FENCES WITHIN RESERVES A, B, F, G, H, I, AND J AND WITHIN FENCE AND LANDSCAPE EASEMENTS SHALL CONSIST OF WOOD, MASONRY, OR WROUGHT IRON MATERIAL, OR A COMBINATION THEREOF. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE FENCES.

   b. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. EXCEPT AS OTHERWISE SPECIFIED HEREIN, FENCES SHALL BE A WOOD PRIVACY OR ORNAMENTAL IRON. NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED UNLESS APPROVED BY THE OAK RIDGE OF JENKS ARCHITECTURAL REVIEW COMMITTEE AND THE CITY OF JENKS. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM SIDE YARD LOT LINES ABUTTING A STREET.

   c. STANDARD WOOD PRIVACY FENCES, IF INSTALLED, SHALL COMPLY WITH ALL OTHER REQUIREMENTS HEREIN AND SHALL BE CONSTRUCTED OF WOOD POSTS, RAILS, AND PICKETS WITH "DOG EAR" TOP DETAIL. THE GOOD SIDE SHALL FACE THE STREET.

   d. NOTWITHSTANDING THE FOREGOING, REAR FENCES ABUTTING RESERVE D AND THE BACK 20 FEET OF SIDE FENCES SHALL CONSIST OF SPLIT RAIL WITH BLACK VINYL-COATED CHAIN LINK, OR ORNAMENTAL IRON OR OTHER SEMI-TRANSPARENT MATERIAL AS APPROVED BY THE OAK RIDGE OF JENKS ARCHITECTURAL REVIEW COMMITTEE, FOR THE FOLLOWING: BLOCK 1 LOTS 10 THROUGH 16, INCLUSIVE, RESERVE C, AND BLOCK 2 LOTS 1 THROUGH 13, INCLUSIVE.

   e. FURTHER NOTWITHSTANDING THE FOREGOING, OWNERS OF LOTS 13 THROUGH 23, INCLUSIVE, BLOCK 2, AND LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 3, SHALL HAVE THE OPTION OF SPLIT RAIL WITH BLACK VINYL-COATED CHAIN LINK ALONG THE SOUTH BOUNDARY OF THE SUBDIVISION.

SECTION V. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE OAK RIDGE OF JENKS HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (HEREIN SOMETIMES REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION" OR "ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITH IN OAK RIDGE OF JENKS, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. THE OWNER/DEVELOPER SHALL DISCHARGE MANAGEMENT CONTROL OF THE HOMEOWNERS' ASSOCIATION UPON OCCUPANCY OF 51% OF THE LOTS IN THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON ANY COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITH THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

F. RESERVE AREAS

1. ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED IN ACCORDANCE WITH THIS SECTION AND SUCH RESERVE AREAS ARE CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.
2. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE RESERVE AREAS AND FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE RESERVE AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.
3. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION. SUCH LIEN MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA, OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON EACH LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.
4. THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED WITHIN ALL RESERVE AREAS.
5. THE CITY OF JENKS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ANY AND ALL RESERVE AREAS FROM THE HOMEOWNERS' ASSOCIATION IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT CERTIFICATE (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING ANY OR ALL SUCH RESERVE AREAS OF "OAK RIDGE OF JENKS"; AND (B) THE CITY OF JENKS BECOMES THE OWNER OF THE TAX CERTIFICATE OR REDEEMS THE TAX CERTIFICATE ACCORDING TO OKLAHOMA LAW.
6. THE CITY OF JENKS SHALL HAVE SIXTY (60) DAYS AFTER SATISFACTION OF V.5(A) AND V.5(B) ABOVE, TO PURCHASE ALL RESERVE AREAS OF "OAK RIDGE OF JENKS" FROM THE HOMEOWNERS' ASSOCIATION FOR THE SUM OF TEN DOLLARS ($10.00). THE HOMEOWNERS' ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

G. REQUIRED MOWING OF VACANT LOTS

THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE DEVELOPMENT 10 DAYS AFTER THE LOT OWNER HAS RECEIVED NOTICE FROM THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT SAID LOT IS IN VIOLATION OF JENKS CITY CODE SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH. THE 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 PARAGRAPH C COVENANT FOR ASSESSMENTS.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, 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. STREETS, EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, SECTION V.F RESERVE AREAS, AND SECTION V.G REQUIRED MOWING OF VACANT LOTS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., V.F, AND V.G, 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 IV. PRIVATE COVENANTS AND SECTION V. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTIONS SECTION V.F AND V.G) SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION V. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNERS OF ANY LOT WITHIN OAK RIDGE OF JENKS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT, OR THE HOMEOWNERS' 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 BY THE HOMEOWNERS' 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

THE COVENANTS CONTAINED HEREIN SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES, SECTION II. RESERVE AREAS, SUBSECTIONS V.F AND V.G, AND THIS SECTION VI. 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 III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION IV. PRIVATE COVENANTS AND SECTION V. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTIONS V.F AND V.G) MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN THE SUBDIVISION WITHOUT APPROVAL FROM THE CITY OF JENKS. 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 SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THE OWNER/DEVELOPER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 12 DAY OF July, 2017.

JENKS LAND, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Mike Wallace
MIKE WALLACE, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 12 DAY OF July, 2017, PERSONALLY APPEARED MIKE WALLACE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME JENKS LAND, LLC TO THE FOREGOING INSTRUMENT, AS ITS MANAGER, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

JENNIFER R. MILLER NOTARY PUBLIC # 12002299 EXP 03/08/2020 STATE OF OKLAHOMA

03/08/2020
MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 11 DAY OF July, 2017.

LICENSED PROFESSIONAL LAND SURVEYOR Dan Edwin Tanner 1435 OKLAHOMA

BY:
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11 DAY OF July, 2017, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

JENNIFER R. MILLER NOTARY PUBLIC # 12002299 EXP 03/08/2020 STATE OF OKLAHOMA

03/08/2020
MY COMMISSION EXPIRES

NOTARY PUBLIC