Tulsa County Clerk - Michael Willis
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Receipt # 18-32733 Fees: $30.00

The Estates of Forest Hills

P.U.D. 106

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

Subdivision Statistics

SUBDIVISION CONTAINS EIGHTY (80) LOTS IN EIGHT (8) BLOCKS AND NINE (9) RESERVE AREAS:

BLOCK 1 ..... 7 LOTS
BLOCK 2 ..... 5 LOTS
BLOCK 3 ..... 17 LOTS
BLOCK 4 ..... 1 LOT
BLOCK 5 ..... 10 LOTS
BLOCK 6 ..... 2 LOTS
BLOCK 7 ..... 9 LOTS
BLOCK 8 ..... 29 LOTS

GROSS SUBDIVISION AREA:
1,292,082.66 SQUARE FEET / 29.66 ACRES

Basis of Bearings

OKLAHOMA STATE PLANE OK NORTH ZONE 3501, NAD83, U.S. SURVEY FEET, USING THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SECTION SIX (6), T17N, R13E AS S 00°58'26" E.

Monumentation

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL REBAR WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Benchmark

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

Notes

1. 25' BUILDING LINE SETBACK IS 50' FROM THE CENTERLINE OF AN EXISTING 50' ENABLE MIDSTREAM PIPELINE EASEMENT.
2. 25' BUILDING LINE SETBACK IS 50' FROM THE CENTERLINE OF AN EXISTING PHILLIPS 66 PIPELINE EASEMENT.

Legend

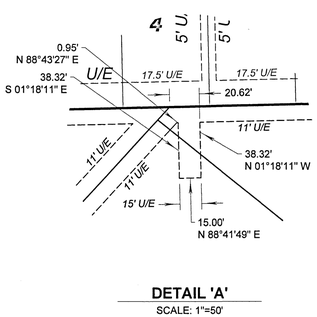
B/L -- BUILDING SETBACK LINE
L.N.A. -- LIMITS OF NO ACCESS
U/E -- UTILITY EASEMENT

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	218.89'	50.00'	250°49'51.57"	S 53°54'51" W	81.50'
C2	30.77'	25.00'	70°31'41.57"	N 36°14'14" W	28.87'
C3	241.19'	50.00'	276°22'45.73"	N 01°23'25" W	66.67'
C4	21.03'	25.00'	48°11'22.87"	N 67°17'44" W	20.41'
C5	21.03'	25.00'	48°11'22.87"	N 64°30'53" E	20.41'
C6	39.23'	25.00'	89°54'45.52"	N 43°39'12" E	35.33'
C7	39.31'	25.00'	90°05'14.48"	S 46°20'48" E	35.38'
C8	39.23'	25.00'	89°54'45.52"	S 43°39'12" W	35.33'
C9	39.31'	25.00'	90°05'14.48"	S 46°20'48" E	35.38'
C10	156.35'	100.00'	89°34'58.00"	N 43°49'06" E	140.91'
C11	234.53'	150.00'	89°34'58.00"	N 43°49'06" E	211.36'
C12	21.03'	25.00'	48°11'22.87"	S 23°10'43" W	20.41'
C13	21.03'	25.00'	48°11'22.87"	N 25°00'40" W	20.41'
C14	241.19'	50.00'	276°22'45.73"	S 89°05'02" W	66.67'
C15	21.03'	25.00'	48°11'22.87"	S 22°47'30" W	20.41'
C16	21.03'	25.00'	48°11'22.87"	N 25°23'52" W	20.41'
C17	39.31'	25.00'	90°05'14.48"	S 46°20'48" E	35.38'
C18	39.23'	25.00'	89°54'45.52"	N 43°39'12" E	35.33'
C19	39.48'	25.00'	90°28'27.00"	S 46°09'12" E	35.50'
C20	39.20'	25.00'	89°51'01.76"	N 44°00'32" E	35.31'
C21	39.07'	25.00'	89°32'05.59"	S 43°50'32" W	35.21'
C22	31.80'	125.00'	14°34'36.78"	N 81°47'11" E	31.72'
C23	44.52'	175.00'	14°34'36.78"	N 81°47'11" E	44.40'
C24	24.92'	125.00'	11°25'13.20"	S 80°12'29" W	24.87'
C25	44.09'	175.00'	14°26'11.13"	S 81°42'58" W	43.98'
C26	40.65'	25.00'	93°09'23.58"	N 47°30'13" W	36.32'
C27	21.03'	25.00'	48°11'22.87"	N 64°30'53" E	20.41'
C28	21.03'	25.00'	48°11'22.87"	N 67°17'44" W	20.41'
C29	241.19'	50.00'	276°22'45.73"	N 01°23'25" W	66.67'
C30	39.07'	25.00'	89°32'05.59"	S 43°50'32" W	35.21'
C31	39.47'	25.00'	90°27'54.41"	S 46°09'28" E	35.50'
C32	18.85'	6.00'	180°00'00.00"	S 89°04'29" W	12.00'
C33	46.01'	150.00'	17°34'22.61"	S 09°42'42" E	45.83'
C34	46.01'	150.00'	17°34'22.61"	N 09°42'42" W	45.83'
C35	18.85'	6.00'	180°00'04.30"	N 89°04'27" E	12.00'
C36	54.70'	35.00'	89°32'28.00"	N 43°50'43" E	49.30'
C37	55.26'	35.00'	90°27'32.00"	S 46°09'17" E	49.70'
C38	241.19'	50.00'	276°22'45.73"	S 88°41'49" W	66.67'

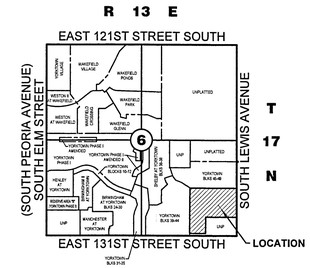
Line Table

LINE	BEARING	DISTANCE
L1	S 00°58'23" E	36.84'
L2	N 00°58'23" W	107.29'
L3	S 88°36'35" W	246.46'
L4	N 88°36'35" E	246.61'
L5	N 88°36'35" E	115.43'
L6	N 01°18'11" W	195.00'
L7	N 01°18'11" W	612.81'
L8	N 01°18'11" W	327.64'
L9	S 01°18'11" E	267.63'
L10	N 01°18'11" W	267.78'
L11	N 89°04'29" E	24.79'
L12	N 89°04'29" E	24.79'
L13	N 88°36'35" E	187.91'
L14	N 88°36'57" E	224.71'
L15	S 00°55'31" E	18.61'
L16	S 00°55'31" E	42.13'
L17	S 00°55'31" E	42.13'
L18	N 88°36'57" E	85.28'
L19	S 00°55'31" E	100.70'
L20	S 88°36'35" W	42.34'
L21	N 88°36'35" E	43.15'
L22	S 00°55'31" E	200.01'
L23	S 00°55'31" E	515.04'
L24	S 00°54'58" E	317.93'
L25	N 00°54'58" W	323.76'
L26	N 88°36'35" E	187.62'
L27	N 88°36'35" E	696.86'
L28	N 88°41'49" E	28.92'
L29	S 40°16'04" E	25.00'



DETAIL 'A'
SCALE: 1"=50'





Location Map
SCALE: 1"=2000'

Scale: 1" = 100'
0 50 100 200

FINAL PLAT

CERTIFICATE OF APPROVAL

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

MAYOR - VICE MAYOR

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

CITY MANAGER

STATE OF OKLAHOMA)
) SS
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 _____, 2018
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 $21,080.00 per trust receipt no.15382 to be applied to 2018 taxes. This certificate is NOT to be construed as payment of 2018 taxes in full but is given in order that this plat may be recorded of record. 2018 taxes may exceed the amount of the security deposit.

Dated: 06/13/2018
Dennis Semler
Tulsa County Treasurer
By: _____
Deputy

Deed of Dedication
THE ESTATES OF FOREST HILLS
P.U.D. 106

KNOW ALL MEN BY THESE PRESENTS:

THE ESTATES OF FOREST HILLS, LLC, 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 TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/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, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE/4 OF SAID SECTION 6; THENCE NORTH 00°58'26" WEST ALONG THE EAST LINE OF THE SE/4 A DISTANCE OF 40.00 FEET; THENCE SOUTH 88°36'57" WEST AND PARALLEL TO THE SOUTH LINE OF THE SE/4 A DISTANCE OF 871.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°36'57" WEST 454.00 FEET TO A POINT ON THE WEST LINE OF THE SE/4 OF THE SE/4; THENCE NORTH 00°55'31" WEST ALONG SAID WEST LINE 1278.92 FEET TO THE NORTHWEST CORNER OF THE SE/4 OF THE SE/4; THENCE NORTH 88°41'49" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 1324.13 FEET TO A POINT ON THE EAST LINE OF THE SE/4 OF SAID SECTION 6; THENCE SOUTH 00°58'26" EAST ALONG SAID EAST LINE 816.95 FEET; THENCE SOUTH 88°36'35" WEST A DISTANCE OF 871.23 FEET; THENCE SOUTH 00°58'23" EAST A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,292,082.66 SQUARE FEET OR 29.66 ACRES.

BASIS FOR BEARING - OKLAHOMA STATE PLANE OK NORTH ZONE 3501 NAD83, U.S. SURVEY FEET - USING THE EAST LINE OF THE SE/4 OF SECTION 6 AS S 00°58'26" E.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 80 LOTS, 8 BLOCKS, 9 RESERVE AREAS, AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE ESTATES OF FOREST HILLS", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF 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 "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND 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

1. OVERHEAD POLES MAY BE LOCATED ALONG THE SOUTH PERIMETER (ALONG EAST 131ST STREET) AND THE EAST PERIMETER (ALONG SOUTH LEWIS AVENUE) 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.

2. 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.

3. 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.

4. 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.

5. 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

1. 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.

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 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.

3. 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.

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 THE 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 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 THE ESTATES OF FOREST HILLS, 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. OVERLAND DRAINAGE EASEMENTS

1. OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF JENKS OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.

2. NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF JENKS.

3. THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.

4. IN THE EVENT OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF JENKS OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS.

G. STORM WATER DETENTION

1. THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA 'A' (HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREA") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.

2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE DETENTION EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA.

3. DETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

THE DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.

THE DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.

4. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.

5. IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF JENKS, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PROPORTIONATE SHARE OF THE COSTS.

6. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

H. RESERVE AREAS "A" & U/E, "B" & U/E AND "C" & U/E

RESERVE AREAS "A" & U/E, "B" & U/E AND "C" & U/E ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING DETENTION FACILITIES, UTILITY EASEMENT, OPEN SPACE, RECREATION, LANDSCAPING AND WALLS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE AS SET FORTH WITHIN SECTION IV HEREOF.

I. RESERVE AREAS "D" & U/E, "E" & U/E AND "F" & U/E

RESERVE AREAS "D" & U/E, "E" & U/E, AND "F" & U/E SHALL BE LIMITED TO USE FOR LANDSCAPING, UTILITIES AND OPEN SPACE AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE AS SET FORTH WITHIN SECTION IV HEREOF.

J. RESERVE AREA "G" (STATUTORY RIGHT OF WAY)

RESERVE AREA "G" (STATUTORY RIGHT OF WAY) SHALL BE LIMITED TO USE FOR LANDSCAPING, UTILITIES AND OPEN SPACE AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE AS SET FORTH WITHIN SECTION IV HEREOF.

K. RESERVE AREA "H"

RESERVE AREA "H" SHALL BE LIMITED TO USE FOR LANDSCAPING, OPEN SPACE, RECREATION, PLAYGROUND EQUIPMENT, AND RELATED SUBDIVISION IMPROVEMENTS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE AS SET FORTH WITHIN SECTION IV HEREOF.

L. RESERVE AREA "I"

RESERVE AREA "I" SHALL BE LIMITED TO USE FOR LANDSCAPING, UTILITIES, SUBDIVISION SIGNAGE, OPEN SPACE, AND RELATED SUBDIVISION IMPROVEMENTS, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE AS SET FORTH WITHIN SECTION IV HEREOF.

M. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO THE ESTATES OF FOREST HILLS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "THE ESTATES OF FOREST HILLS" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT MAJOR AMENDMENT (DESIGNATED AS PUD NO. 106), AS PROVIDED WITHIN SECTIONS 900 THROUGH 950 OF THE CITY OF JENKS ZONING CODE, AS THE SAME EXISTED ON OCTOBER 16, 2017, (HEREINAFTER THE "JENKS ZONING CODE"), AND

WHEREAS PUD NO. 106 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 (THE ESTATES OF FOREST HILLS), 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:	29.66 ACRES (1,292,082.66 SQUARE FEET)
EXISTING ZONING:	PUD NO. 106

THE ESTATES OF FOREST HILLS NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN THE ESTATES OF FOREST HILLS:

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:	8,400 SQUARE FEET
MINIMUM DWELLING SIZE:	MINIMUM OF 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA.

MINIMUM BUILDING SETBACKS:

FROM INTERNAL STREET RIGHT-OF-WAY LIMITS: 20 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 20' 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 20' 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:	20 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'.

BUILDING MATERIAL REQUIREMENTS AND OTHER RESTRICTIONS:

1. 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.

2. EXTERIOR WALLS: THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ALL RESIDENTIAL LOTS WITHIN THE ESTATES OF FOREST HILLS 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. HOMES WITH MORE THAN ONE STORY SHALL HAVE THIS SAME REQUIREMENT FOR THE FIRST STORY WITH A MINIMUM OF EIGHTY PERCENT (80%) OVERALL COVERAGE REQUIREMENT FOR BRICK, STONE, OR STUCCO VENEER ON EXTERIOR WALL AREAS.

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

4. MAILBOXES: ALL MAILBOXES SHALL BE OF A SINGULAR DESIGN 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. A CHARGE FOR MAILBOXES WILL BE COLLECTED BY THE OWNER/DEVELOPER AT THE CLOSING OF EACH LOT.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNERS DESIRE TO ESTABLISH ADDITIONAL RESTRICTIONS FOR "THE ESTATES OF FOREST HILLS" FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE RESIDENTIAL NEIGHBORHOODS WITHIN THE ESTATES OF FOREST HILLS, 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 (THE ESTATES OF FOREST HILLS) WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS:

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. 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 THE ESTATES OF FOREST HILLS ARCHITECTURAL COMMITTEE, INITIALLY TO BE THE ESTATES OF FOREST HILLS, LLC MEMBERS OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE THE ESTATES OF FOREST HILLS 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.

2. 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.

3. 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 THE ESTATES OF FOREST HILLS

1. ROOFING:

WITH THE EXCEPTION OF PORCH AREAS, THE MINIMUM ROOF PITCH IN THE ESTATES OF FOREST HILLS SHALL BE 8/12 AND THE ROOFING COLOR SHALL BE WEATHERED WOOD.

2. WINDOWS:

ALL DWELLINGS WITH WINDOWS OTHER THAN WOOD OR VINYL WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED. METAL WINDOW FRAMES SHALL BE CONSISTENT 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.

3. 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 UPON ANY LOT.

F. VEHICLE STORAGE AND PARKING

NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY RESIDENTIAL LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE OR FRONT YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE AND SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY STREET WITHIN THE DEVELOPMENT.

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 SODDED 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. FENCES AND WALLS

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 FOR LOTS THAT ABUT THE LINEAR RESERVE AREAS WITHIN THE SUBDIVISION.

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

4. ALL FENCING ADJACENT TO RESERVE 'A' MUST BE CONSISTENT. ANY VARIANCE MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

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 THE ESTATES OF FOREST HILLS FORMED A HOMEOWNERS' ASSOCIATION WHICH IS THE PRINCIPLE HOMEOWNERS' ASSOCIATION AFFECTING AND INCLUDING EACH OWNER OF A LOT OF RECORD WITHIN THE NEIGHBORHOOD. THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION 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 NEIGHBORHOOD, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE NEIGHBORHOOD.

B. MEMBERSHIP

ANY OWNER OF A LOT IN THE ESTATES OF FOREST HILLS SHALL AUTOMATICALLY BECOME A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP OF THE 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 THE ESTATES OF FOREST HILLS. 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.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN THE ESTATES OF FOREST HILLS SHALL BE SUBJECT TO ASSESSMENT BY THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIMARY COMMON AREAS OF THE THE ESTATES OF FOREST HILLS SUBDIVISION, WHICH CONSIST OF RESERVE AREAS "A", "B", "C", "D", "E", "F", "G", "H", AND "I".

D. REQUIRED MOWING OF VACANT LOTS

THE THE ESTATES OF FOREST HILLS HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE SUBDIVISION 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 THE ESTATES OF FOREST HILLS 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 THE ESTATES OF FOREST HILLS 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 THE ESTATES OF FOREST HILLS 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 BREECH 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 LOT OWNERS 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 LOT OWNERS. 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.

IN WITNESS WHEREOF:

ESTATES OF FOREST HILLS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS 5th DAY OF June, 2018.

ESTATES OF FOREST HILLS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
CHRISTOPHER BURTON, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 5 DAY OF June 2018, PERSONALLY APPEARED CHRISTOPHER BURTON 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.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/17/18
MY COMMISSION NUMBER: 14010455

TANYA M. WILLIS NOTARY PUBLIC No. 14010455 Expires Nov. 17, 2018 STATE OF OKLAHOMA

CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, 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 "THE ESTATES OF FOREST HILLS", 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 MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____
ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

PROFESSIONAL LAND SURVEYOR — ANDY FRITZ 1694 — OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS 1ST DAY OF JUNE, 2018, PERSONALLY APPEARED ANDY FRITZ 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.

_____
JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2018
MY COMMISSION NUMBER: 14005589

NOTARY PUBLIC OKLAHOMA — Notary Public Oklahoma OFFICIAL SEAL JENNIFER FRITZ COMMISSION #: 14005589 My Commission Expires: 6/23/2018