Tulsa County Clerk - Michael Willis
Doc # 6940 Page(s): 3 Recorded 12/16/2020 11:26:52 AM
Receipt # 20-80321 Fees: $35.00

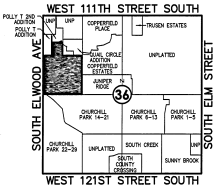
PUD-108

Hickory Creek of Jenks

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36) TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN AND ALL OF LOT THREE (3), BLOCK TWO (2) "POLLY T 2ND ADDITION" (PLAT NO. 3681) A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

R 12 E

T 18 N



Location Map
Scale: 1"= 2000'

NORTH

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

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2021
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

NORTH
0 50 100 150
Scale: 1"= 100'
Tanner Consulting

SUBDIVISION CONTAINS:

ONE-HUNDRED TWENTY (120) LOTS
IN TEN (10) BLOCKS
WITH SEVEN (7) RESERVE AREAS

GROSS SUBDIVISION AREA: 44.156 ACRES

Curve Table

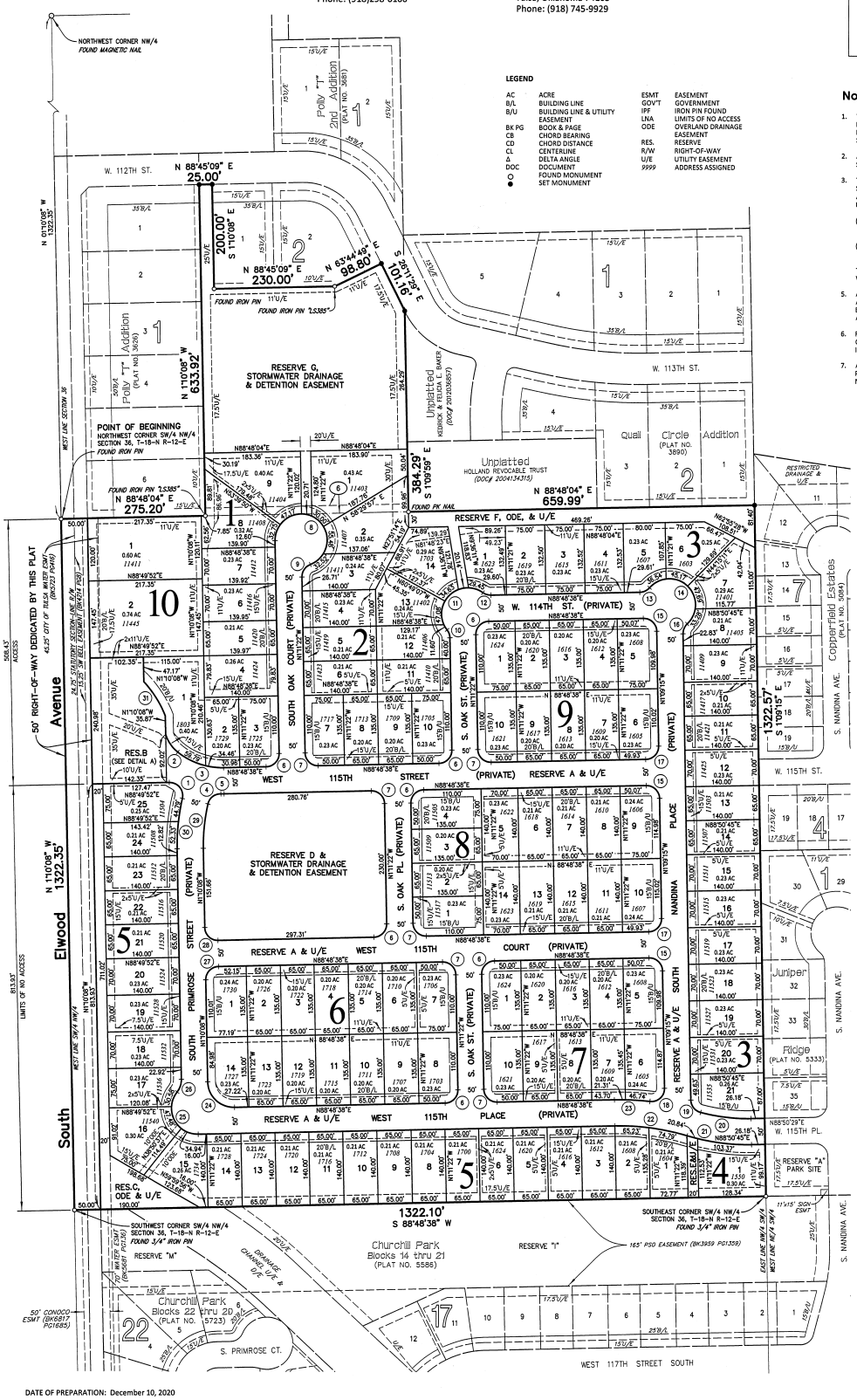
CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG(CB)	CHORDIS(CD)
1	45.34'	25.00'	103°54'43"	N39°12'47"W	39.38'
2	41.52'	70.00'	33°58'58"	N34°11'53"W	40.91'
3	94.25'	135.00'	40°00'00"	N71°11'22"W	92.35'
4	33.98'	25.00'	77°52'50"	N51°44'26"E	31.43'
5	6.04'	185.00'	1°52'13"	N88°44'45"E	6.04'
6	39.27'	25.00'	90°00'00"	N43°48'38"E	35.36'
7	39.27'	25.00'	90°00'00"	N46°11'22"W	35.36'
8	218.63'	50.00'	250°31'44"	N55°55'30"W	81.65'
9	30.77'	25.00'	70°31'44"	N34°04'30"E	28.87'
10	16.09'	25.00'	36°52'12"	N19°37'27"W	15.81'
11	142.89'	50.00'	163°44'23"	N43°48'38"E	98.99'
12	16.09'	25.00'	36°52'12"	N72°45'16"W	15.81'
13	21.03'	25.00'	48°11'23"	N64°42'57"E	20.41'
14	162.68'	50.00'	186°24'52"	N46°10'18"W	99.84'
15	39.29'	25.00'	90°02'06"	N46°10'18"W	35.37'
16	21.03'	25.00'	48°11'23"	N22°56'26"E	20.41'
17	39.25'	25.00'	89°57'54"	N43°49'42"E	35.34'
18	42.66'	25.00'	97°45'46"	N47°43'38"E	37.67'
19	32.35'	25.00'	74°08'24"	N38°13'27"W	30.14'
20	96.88'	350.00'	15°51'36"	N83°13'27"W	96.57'
21	124.21'	400.00'	17°47'32"	N82°13'29"W	123.71'
22	140.02'	450.00'	17°49'38"	N82°16'32"W	139.45'
23	68.05'	500.00'	7°47'52"	N87°17'25"W	68.00'
24	78.56'	50.00'	90°01'13"	N46°10'45"W	70.72'
25	113.00'	50.00'	129°29'24"	N26°26'40"W	90.44'
26	26.18'	38.00'	39°28'10"	N18°33'57"E	25.66'
27	39.26'	25.00'	89°58'47"	N43°49'15"E	35.35'
28	39.28'	25.00'	90°01'13"	N46°10'45"W	35.36'
29	85.33'	350.00'	13°58'09"	N5°48'56"E	85.12'
30	97.12'	400.00'	13°54'43"	N5°47'13"E	96.89'
31	77.55'	210.00'	21°09'33"	N32°24'56"W	77.11'

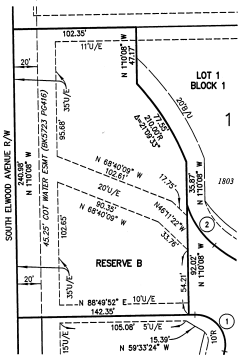
LEGEND

AC	ACRE	ESMT	EASEMENT
B/L	BUILDING LINE	GOV'T	GOVERNMENT
B/U	BUILDING LINE & UTILITY EASEMENT	IPF	IRON PIN FOUND
BK PG	BOOK & PAGE	LNA	LIMITS OF NO ACCESS
CB	CHORD BEARING	ODE	OVERLAND DRAINAGE EASEMENT
CD	CHORD DISTANCE	RES.	RESERVE
CL	CENTERLINE	R/W	RIGHT-OF-WAY
Δ	DELTA ANGLE	U/E	UTILITY EASEMENT
DOC	DOCUMENT	9999	ADDRESS ASSIGNED
○	FOUND MONUMENT		
●	SET MONUMENT		

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 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 3/4" IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
   (b) FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°10'08" WEST.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH ELWOOD AVENUE BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT, AND BY WEST 112TH STREET, WEST 113TH STREET, WEST 115TH STREET, AND WEST 115TH PLACE, ALL BEING PUBLIC STREETS.
6. FIFTEEN (15) FOOT UTILITY EASEMENT BY PLAT NO. 3681, CLOSED BY ORDINANCE NO. 1508; PROJECTED TO BE VACATED BY DISTRICT COURT IN JANUARY 2021.
7. ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.





Detail A Reserve B
Scale: 1" = 50'

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 $20,243.00 per trust receipt no.TAXROLLS to be applied to 2020 taxes. This certificate is NOT to be construed as payment of 2020 taxes in full but is given in order that this plat may be filed on record. 2020 taxes may exceed the amount of the security deposit.

Dated: 12/10/2020
John M. Fothergill
Acting Tulsa County Treasurer
By: _____
Deputy

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council

on December 15, 2020

MAYOR-VICE MAYOR

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

CITY MANAGER

DATE OF PREPARATION: December 10, 2020

PUD-108

Hickory Creek of Jenks

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
AND ALL OF LOT THREE (3), BLOCK TWO (2) "POLLY 'T' 2ND ADDITION" (PLAT NO. 3681)
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 THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND ALL OF LOT 3, BLOCK 2, "POLLY "T" 2ND ADDITION", A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SAID SECTION 36, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3681), TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4), THENCE NORTH 88°48'04" EAST AND ALONG THE NORTH LINE OF SAID SW/4 NW/4 AND ALONG THE SOUTH LINE OF BLOCK 1, "POLLY "T" ADDITION", ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF TULSA RECORDS (PLAT NO. 3626), FOR A DISTANCE OF 275.20 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 2, SAID "POLLY "T" 2ND ADDITION"; THENCE ALONG THE BOUNDARY OF SAID LOT 3 FOR THE FOLLOWING SIX (6) COURSES, NORTH 1°10'08" WEST FOR A DISTANCE OF 633.92 FEET; THENCE NORTH 88°45'09" EAST FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 1°10'08" EAST FOR A DISTANCE OF 200.00 FEET; THENCE NORTH 88°45'09" EAST FOR A DISTANCE OF 230.00 FEET; THENCE NORTH 63°44'49" EAST FOR A DISTANCE OF 98.80 FEET; THENCE SOUTH 26°11'29" EAST FOR A DISTANCE OF 101.16 FEET; THENCE SOUTH 1°09'59" EAST FOR A DISTANCE OF 384.29 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID LOT 3; SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SW/4 NW/4; THENCE NORTH 88°48'04" EAST AND ALONG SAID NORTH LINE FOR A DISTANCE OF 659.99 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID SW/4 NW/4; THENCE SOUTH 1°09'15" EAST AND ALONG THE EAST LINE OF SAID SW/4 NW/4 FOR A DISTANCE OF 1322.57 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID SW/4 NW/4; THENCE SOUTH 88°48'38" WEST AND ALONG THE SOUTH LINE OF SAID SW/4 NW/4 FOR A DISTANCE OF 1322.10 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID SW/4 NW/4; THENCE NORTH 1°10'08" WEST AND ALONG THE WEST LINE OF SAID SW/4 NW/4 FOR A DISTANCE OF 1322.35 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 1,923,448 SQUARE FEET OR 44.156 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83-1993). SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(1) FOUND 3/4" IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
(2) FOUND MAGNETIC NAIL AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;

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

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, 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 "HICKORY CREEK 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 "HICKORY CREEK 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, BY ANY OWNER OF A LOT 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 STREET, SOUTH ELWOOD AVENUE, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTILITY EASEMENT" OR "U/E" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING, AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, 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, REMOVE, AND REPLACE WATERLINES AND STORM AND SANITARY SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REMOVING, AND REPLACING 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, LANDSCAPING, AND CUSTOMARY FENCES AND WALLS 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 RIGHT-OF-WAY FOR 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, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC AND PRIVATE 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 OR RESERVE AREA. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT OR RESERVE AREA, COVERING A FIVE (5) FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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 UTILITY 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 AND RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED SUCH OWNER'S LOT OR RESERVE AREA 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 LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH 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 OR RESERVE AREA AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

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

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 FACILITY, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWER FACILITIES, 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 SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH MAINS OR FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, 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 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 OR RESERVE AREA AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE GAS FACILITIES LOCATED ON SUCH OWNER'S LOT OR RESERVE AREA.

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 LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SUCH 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 OR RESERVE AREA 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 INTERNAL AND ADJACENT 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 AREA OWNER AND BY THE CITY OF JENKS, OKLAHOMA, AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

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, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATIONS, 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 WITHIN EASEMENTS

EACH LOT AND RESERVE AREA OWNER SHALL HAVE THE RIGHT TO USE THE UTILITY AND OTHER 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. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL AND NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION AND FROM ADJACENT PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF JENKS, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE PUBLIC WORKS DEPARTMENT OF THE CITY OF JENKS, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENTS UNLESS APPROVED BY THE PUBLIC WORKS DEPARTMENT OF THE CITY OF JENKS, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF JENKS, OKLAHOMA.

4. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA FAILS TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE UNAPPROVED ALTERATION OF GRADE THEREIN, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY SAID LOT OR RESERVE AREA OWNER. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PAY THE COST OF MAINTENANCE, AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF JENKS, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION H. SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT OR RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

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 CERTAIN PUBLIC PURPOSES AND PRIVATE USES AND IMPROVEMENTS AS FURTHER SPECIFIED HEREIN AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE RESERVE AREA OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER TO THE ASSOCIATION. FROM AND AFTER SAID DATE, SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVE AREAS 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 THEREIN 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 BE A LIEN AGAINST EACH OF THE LOTS 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.

5. THE CITY OF JENKS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ANY AND ALL RESERVE AREAS FROM THE OWNER THEREOF IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT (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 "HICKORY CREEK 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 II.A.5(A) AND II.A.5(B) ABOVE TO PURCHASE ANY CONCERNED RESERVE AREA OF "HICKORY CREEK OF JENKS" FROM THE OWNER THEREOF FOR THE SUM OF TEN DOLLARS ($10.00). THE CONCERNED RESERVE AREA OWNER SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

B. RESERVES A AND B

1. RESERVES A AND B, AS DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY ESTABLISHED BY GRANT OF THE OWNER/DEVELOPER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN HICKORY CREEK OF JENKS, THEIR GUESTS AND INVITEES, FOR THE PURPOSE OF CONSTRUCTING PRIVATE STREETS PROVIDING ACCESS TO AND FROM PUBLIC STREETS, FOR PROVIDING STORM SEWER AND OTHER DRAINAGE FACILITIES, FOR UTILITIES, AND FOR PROVIDING GATES AND RELATED ENTRANCE SECURITY FACILITIES, DECORATIVE FENCING, SIGNAGE AND ENTRY FEATURES, SHELTER BUILDINGS OR STRUCTURES, LANDSCAPING, IRRIGATION, AND LIGHTING, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, TO BE FORMED PURSUANT TO SECTION V. HEREOF FOR THE PURPOSES OF THE OWNERSHIP, ADMINISTRATION, AND MAINTENANCE OF THE PRIVATE STREETS, OVERLAND DRAINAGE EASEMENTS, STORMWATER DETENTION, AND OTHER PRIVATE DRAINAGE FACILITIES, AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY ADDITIONALLY DEDICATED AS A UTILITY EASEMENT.

2. THE OWNER/DEVELOPER HEREBY GRANTS TO THE CITY OF JENKS, OKLAHOMA, INCLUDING, WITHOUT LIMITATION, POLICE AND FIRE DEPARTMENTS, AND OTHER EMERGENCY RESPONSE AND GOVERNMENTAL AGENCIES HAVING JURISDICTION, THE UNITED STATES POSTAL SERVICE AND OTHER PARCEL DELIVERY SERVICES, ANY PUBLIC UTILITY PROVIDING UTILITY SERVICE TO THE SUBDIVISION, AND TO THE REFUSE COLLECTION SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS WITHIN RESERVES A AND B AND TO OPERATE THEREON ALL NECESSARY VEHICLES AND EQUIPMENT.

3. THE OWNER, FOR ITSELF, ITS SUCCESSORS, AND THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION V. HEREOF, HEREBY COVENANTS WITH THE CITY OF JENKS, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, TO:

a. CONSTRUCT AND MAINTAIN PRIVATE STREET SURFACING EXTENDING THE FULL LENGTH OF RESERVES A AND B, AND MEETING OR EXCEEDING CITY OF JENKS DESIGN STANDARDS FOR A RESIDENTIAL PUBLIC STREET.

b. PROHIBIT THE ERECTION OF ANY ARCH OR SIMILAR STRUCTURE OVER A PRIVATE STREET DEPICTED WITHIN RESERVES A OR B WHICH WOULD INHIBIT ANY GOVERNMENTAL VEHICLE, INCLUDING BUT NOT LIMITED TO FIRE DEPARTMENT VEHICLES, FROM FREE USAGE OF THE PRIVATE STREETS.

c. SECURE INSPECTION OF THE PRIVATE STREETS AND SECURE CERTIFICATION BY THE CITY OF JENKS, OKLAHOMA, THAT THE PRIVATE STREETS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, OR IF THE CITY OF JENKS, OKLAHOMA, DECLINES TO INSPECT THE PRIVATE STREETS, SECURE CERTIFICATION FROM A LICENSED PROFESSIONAL ENGINEER THAT THE PRIVATE STREETS WERE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS ABOVE SET FORTH, AND THE REQUIRED CERTIFICATION SHALL BE FILED WITH THE JENKS PUBLIC WORKS DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT THAT DERIVES ITS ACCESS FROM A PRIVATE STREET.

C. RESERVES C, E, AND F

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES C, E, AND F ARE DESIGNATED AND CREATED TO PROVIDE FOR UTILITIES, FENCING, LANDSCAPING, IRRIGATION, LIGHTING, OPEN SPACE, PASSIVE AND ACTIVE RECREATION, NEIGHBORHOOD AMENITIES, AND OTHER USES AS DETERMINED BY THE OWNER/DEVELOPER, OR ITS SUCCESSORS, AND PERMITTED OR APPROVED BY THE CITY OF JENKS, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVES C, E, AND F, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY ADDITIONALLY DEDICATED AS UTILITY EASEMENTS. RESERVES C AND F, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY ADDITIONALLY DEDICATED AS OVERLAND DRAINAGE EASEMENTS.

D. RESERVES D AND G

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES D AND G ARE DESIGNATED AND CREATED TO PROVIDE FOR STORMWATER DRAINAGE AND DETENTION AND NEIGHBORHOOD AMENITIES AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. SUCH NEIGHBORHOOD AMENITIES MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO: OPEN SPACE, PASSIVE AND ACTIVE RECREATION USES, PAVILION AND/OR OTHER PROTECTIVE BUILDINGS OR STRUCTURES, PLAYGROUNDS, AND OTHER USES, BUILDINGS, STRUCTURES, AND IMPROVEMENTS AS DETERMINED BY THE OWNER/DEVELOPER, OR ITS SUCCESSORS, AND APPROVED BY THE CITY OF JENKS PUBLIC WORKS DEPARTMENT, PROVIDED SUCH BUILDINGS, STRUCTURES, OR IMPROVEMENTS DO NOT CAUSE AN OBSTRUCTION OR IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE RESERVE AREAS.

2. 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, NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER, AND ACROSS RESERVES D AND G AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

3. THE STORMWATER DETENTION AND DRAINAGE FACILITIES WITHIN RESERVES D AND G SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF JENKS, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS PUBLIC WORKS DEPARTMENT.

4. EXCEPT FOR DESIGNED AND PERMITTED STORMWATER DETENTION FACILITIES, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN RESERVES D OR G, NOR SHALL THERE BE ANY ALTERATION OF GRADES OR CONTOURS IN EITHER RESERVE AREA UNLESS APPROVED BY THE CITY OF JENKS PUBLIC WORKS DEPARTMENT, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF JENKS, OKLAHOMA.

5. RESERVES D AND G, AND THE FACILITIES THEREIN LOCATED, SHALL BE MAINTAINED BY THE OWNERS THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SAID RESERVE AREAS BY THE OWNER/DEVELOPER TO THE ASSOCIATION. THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES, REMOVAL OF OBSTRUCTIONS AND SILTATION, AND CUSTOMARY GROUNDS MAINTENANCE, IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA. MAINTENANCE RESPONSIBILITIES AND THE ENFORCEMENT THEREOF SHALL FURTHER BE THE SAME AS WITHIN AN OVERLAND DRAINAGE EASEMENT ELSEWHERE DEDICATED HEREIN INCLUDING, WITHOUT LIMITATION, LIEN AUTHORITY VESTED WITH THE CITY OF JENKS, OKLAHOMA.

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 ANY 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, HICKORY CREEK OF JENKS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 108) AS PROVIDED WITHIN SECTIONS 900-970 OF CHAPTER 9, JENKS ORDINANCE (JENKS ZONING CODE), AS THE SAME EXISTED ON JANUARY 03, 2018, WHICH PUD NO. 108 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON DECEMBER 14, 2017, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA, ON JANUARY 03, 2018; AND

WHEREAS, MINOR AMENDMENT # 1 TO PUD-108 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON NOVEMBER 19, 2020 AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA, ON DECEMBER 15, 2020; 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 INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

PUD-108

Hickory Creek of Jenks

ALL OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
AND ALL OF LOT THREE (3), BLOCK TWO (2) "POLLY 'T' 2ND ADDITION" (PLAT NO. 3681)
A SUBDIVISION WITHIN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION (CONTINUED)

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

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 STANDARDS

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-3 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-3 DISTRICT. EXISTING OIL EXTRACTION USES WHICH REMAIN UPON FILING A SUBDIVISION PLAT SHALL BE ALLOWED TO CONTINUE UNTIL DISCONTINUED BY AGREEMENT OF THE MINERAL OWNER.

MAXIMUM NUMBER OF LOTS:	150 LOTS
MINIMUM LOT WIDTH:	65 FT
MINIMUM LOT SIZE:	8,400 SF
MAXIMUM BUILDING HEIGHT:	35 FT *

OFF-STREET PARKING:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT.

MINIMUM LIVABILITY SPACE:	2,000 SF
MINIMUM YARD SETBACKS:	
FRONT YARD:	20 FT
REAR YARD:	15 FT
SIDE YARD ABUTTING A STREET:	15 FT
SIDE YARD NOT ABUTTING A STREET:	5 FT **

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

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

B. GENERAL DEVELOPMENT STANDARDS

STREETS: HICKORY CREEK OF JENKS PROPOSES PRIVATE STREETS, TO BE PLACED WITHIN A RESERVE AREA FOR PRIVATE STREET RIGHT-OF-WAY, AND SHALL MAINTAIN A MINIMUM OF TWENTY-SIX (26) FEET OF PAVING. WHETHER PUBLIC OR PRIVATE, STREETS SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF JENKS FOR MINOR RESIDENTIAL STREETS. RESERVES FOR PRIVATE STREET RIGHT-OF-WAY ARE PROPOSED AT 50' IN WIDTH, BUT MAY BE REDUCED TO 30' WITH EASEMENTS FOR SIDEWALKS. MAINTENANCE OF PRIVATE STREETS WITHIN THIS DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE MANDATORY HOMEOWNERS' ASSOCIATION.

SIGNS: ONE (1) SUBDIVISION IDENTIFICATION SIGN SHALL BE PERMITTED ALONG THE SOUTH ELWOOD AVENUE FRONTAGE, NOT TO EXCEED ONE HUNDRED FIFTY (150) SQUARE FEET IN SIZE OR FIFTEEN (15) FEET IN HEIGHT. EACH OTHER ENTRANCE STREET SHALL BE PERMITTED ONE (1) SUBDIVISION IDENTIFICATION SIGN, NOT TO EXCEED TWENTY-FOUR (24) SQUARE FEET IN SIZE OR TEN (10) FEET IN HEIGHT. SIGNAGE SUPPORTING NEIGHBORHOOD AMENITIES, APPROPRIATE IN NUMBER AND SCALE, SHALL ALSO BE PERMITTED WITHIN THE SUBDIVISION.

FENCING: FENCING ALONG SOUTH ELWOOD AVENUE WILL CONSIST OF WOOD, MASONRY, OR ORNAMENTAL METAL MATERIAL, OR A COMBINATION THEREOF. FENCING WITHIN OTHER COMMON AREAS OF THE SUBDIVISION AND FENCING CONSTRUCTED BY INDIVIDUAL LOT OWNERS MAY CONSIST OF WOOD, MASONRY, OR ORNAMENTAL METAL MATERIAL, OR A COMBINATION THEREOF. WITHIN THE SUBDIVISION, NO BARBED WIRE, MESHED OR OTHER METAL FENCING SHALL BE ALLOWED, PROVIDED THAT FENCES WITHIN AND ALONG RESERVE AREAS MAY CONSIST OF SPLIT RAIL WITH VINYL-CLAD CHAIN LINK OR ORNAMENTAL IRON. NO FENCE OVER SIX (6) FEET IN HEIGHT SHALL BE PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE ESTABLISHED PURSUANT TO THE SUBDIVISION PLAT. A HOMEOWNERS' ASSOCIATION SHALL BE CREATED AND WILL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL FENCES WITHIN RESERVE AREAS AND/OR FENCE EASEMENTS. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM SIDE YARD LOT LINES ABUTTING A STREET.

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 OF THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE SUBDIVISION, WITH THE SOLE EXCEPTION OF BLOCK 10.

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;
(2) AN ACCURATE FLOOR PLAN;
(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 THREE (3) 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 OR MAINTAINED ON ANY LOT NEARER TO ANY PROPERTY LINE THAN THE BUILDING LINE ON THE PLAT. ALL BUILDINGS MUST FACE THE MOST RESTRICTIVE BUILDING LINE.

11. EXTERIOR TELEVISION, "CB" RADIO, AND 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 TO 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 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 STREET OR EASEMENT ON AN ADJACENT LOT. NO OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTION 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 STREET.

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, OR ANY OTHER STRUCTURE OF A TEMPORARY NATURE SHALL 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 AND 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 THE SUBDIVISION, 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.

29. OUTBUILDINGS: DETACHED STORAGE STRUCTURES ARE PROHIBITED.

30. FENCING:

a. FENCING AND WALLS WITHIN LOTS SHALL BE A WOOD PRIVACY, MASONRY, OR ORNAMENTAL METAL MATERIAL. NO BARBED WIRE, MESHED, OR OTHER METAL FENCING SHALL BE ALLOWED, PROVIDED THAT FENCES WITHIN AND ALONG RESERVE AREAS MAY CONSIST OF SPLIT RAIL WITH VINYL-CLAD CHAIN LINK OR ORNAMENTAL METAL OR OTHER SEMI-TRANSPARENT MATERIAL AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO FENCE OVER SIX (6) FEET TALL SHALL BE PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE AND THE CITY OF JENKS. FENCES SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH FRONT END CORNER OF THE RESIDENCE. FENCES ON CORNER LOTS SHALL BE SET BACK A MINIMUM OF 7.5 FEET FROM SIDE YARD LOT LINES ABUTTING A STREET.

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

31. WASTE RECEPTACLES: GARBAGE AND RECYCLING RECEPTACLES SHALL BE KEPT OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME.

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, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN HICKORY CREEK OF JENKS (WITH THE SOLE EXCEPTION OF LOTS WITHIN BLOCK 10), 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 HICKORY CREEK 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 MAY DISCHARGE MANAGEMENT CONTROL OF THE HOMEOWNERS' ASSOCIATION UPON OCCUPANCY OF 51% OF THE LOTS IN THE SUBDIVISION, EXCLUDING LOTS WITHIN BLOCK 10.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT, WITH THE SOLE EXCEPTION OF LOTS WITHIN BLOCK 10, SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL 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 (WITH THE SOLE EXCEPTION OF LOTS WITHIN BLOCK 10), BY ACCEPTANCE OF A DEED THEREFOR, 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 PRIVATE STREETS AND ALL OTHER RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE ASSOCIATION'S BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE ASSOCIATION. AN UNPAID ASSESSMENT SHALL BECOME 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 WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

F. 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, AND SECTION V.F. REQUIRED MOWING OF VACANT LOTS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND V.F., 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 SUBSECTION V.F.) 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 HICKORY CREEK OF JENKS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE BENEFICIARIES AS SPECIFICALLY OUTLINED HEREIN TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS 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 ATTORNEY'S 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 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, SUBSECTION V.F., 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. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD NO. 108 BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS, AND/OR THE JENKS CITY COUNCIL, AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OR OTHER APPROVAL RECORD OF THE APPROVING BODY WITH THE TULSA COUNTY CLERK. THE COVENANTS WITHIN SECTION IV. PRIVATE COVENANTS AND SECTION V. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTION V.F.) 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 11 DAY OF DECEMBER, 2020.

JENKS LAND, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: ______________________
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 11 DAY OF DECEMBER, 2020, 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.

03/08/2024
MY COMMISSION EXPIRES

NOTARY PUBLIC

JENNIFER R. MILLER NOTARY #12002299 EXP 03/08/2024 PUBLIC STATE OF OKLAHOMA

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 DECEMBER, 2020.

LICENSED PROFESSIONAL LAND SURVEYOR Dan Edwin Tanner 1435 OKLAHOMA

BY: ______________________ 12.11.2020
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 THE 11 DAY OF DECEMBER, 2020, 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.

03/08/2024
MY COMMISSION EXPIRES

NOTARY PUBLIC

JENNIFER R. MILLER NOTARY #12002299 EXP 03/08/2024 PUBLIC STATE OF OKLAHOMA

DATE OF PREPARATION: December 10, 2020