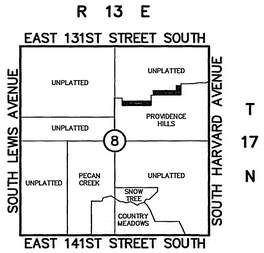
Tulsa County Clerk - EARLENE WILSON
Doc # 6376 Page(s): 3 Recorded 03/29/2011 at 11:43 AM
Receipt # 264346 Fee $30.00

PUD NO.49

Providence Hills Extended

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.



Location Map
SCALE: 1"=2000'

SUBDIVISION CONTAINS
TWENTY-FOUR (24) LOTS IN TWO (2) BLOCKS

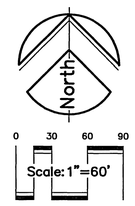
GROSS SUBDIVISION AREA: 4.925 ACRES

Notes:

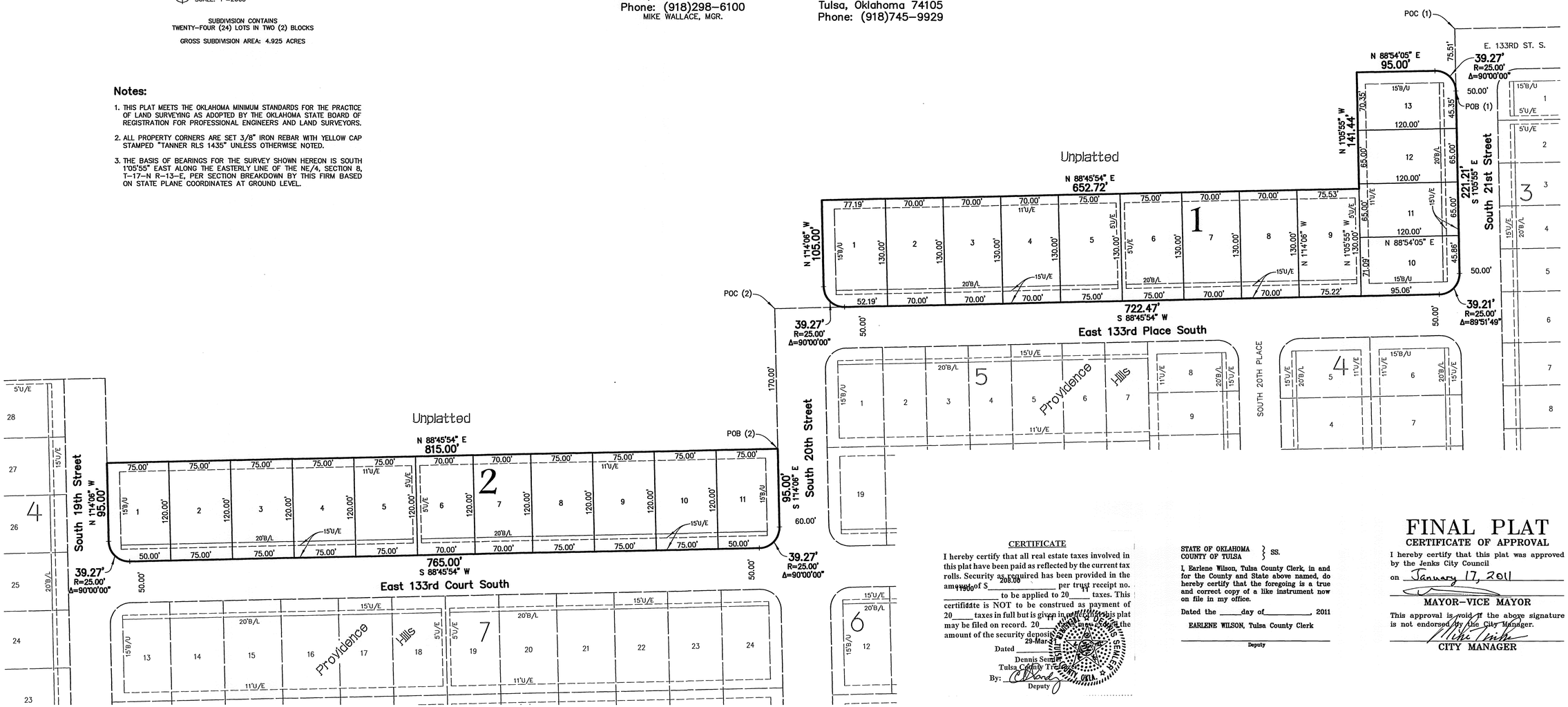
1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS SOUTH 1°05'55" EAST ALONG THE EASTERLY LINE OF THE NE/4, SECTION 8, T-17-N R-13-E, PER SECTION BREAKDOWN BY THIS FIRM BASED ON STATE PLANE COORDINATES AT GROUND LEVEL.

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

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA No. 2661, EXPIRES 6/30/2011
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



B/L = BUILDING LINE
B/U = BUILDING LINE & UTILITY EASEMENT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
U/E = UTILITY EASEMENT



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 $ 208.00 per trust receipt no. 13000 to be applied to 20____ taxes. This certificate is NOT to be construed as payment of 20____ taxes in full but is given in order that this plat may be filed on record. 20____ taxes in the amount of the security deposit.

Dated 29-Mar-11
Dennis Semler
Tulsa County Treasurer
By: _____ Deputy

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA }

I, Earlene Wilson, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____day of_____, 2011

EARLENE WILSON, Tulsa County Clerk

_____ Deputy

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council
on January 17, 2011

_____ MAYOR-VICE MAYOR

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

_____ CITY MANAGER

DATE OF PREPARATION: FEBRUARY 23, 2011

PUD NO.49

Providence Hills Extended

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

Deed of Dedication and Restrictive Covenants

KNOW ALL MEN BY THESE PRESENTS:

THAT PROVIDENCE HILLS, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND:

A TRACT OF LAND IN TWO (2) PARTS THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT ABUTTING THE NORTHERLY LINE OF "PROVIDENCE HILLS," AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6009) AND BEING MORE PARTICULARLY DESCRIBED, WITH ALL RIGHTS-OF-WAY REFERENCED HEREIN HAVING BEEN DEDICATED BY SAID PLAT, AS FOLLOWS:

PART 1 COMMENCING AT THE RIGHT-OF-WAY INTERSECTION OF THE WESTERLY LINE OF SOUTH 21ST STREET AND THE NORTHERLY LINE OF EAST 133RD STREET SOUTH; THENCE SOUTH 1°05'55" EAST AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 75.51 FEET TO THE POINT OF BEGINNING OF PART 1;

THENCE CONTINUING SOUTH 1°05'55" EAST AND ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 221.21 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°51'49", FOR AN ARC DISTANCE OF 39.21 FEET TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 133RD STREET SOUTH; THENCE SOUTH 88°45'54" WEST AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 722.47 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 20TH STREET; THENCE NORTH 1°14'06" WEST AND ALONG SAID EXTENSION, FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE NORTH 88°45'54" EAST AND PARALLEL WITH NORTHERLY RIGHT-OF-WAY LINE OF EAST 133RD STREET SOUTH, FOR A DISTANCE OF 652.72 FEET TO A POINT; THENCE NORTH 1°05'55" WEST AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 21ST STREET, FOR A DISTANCE OF 141.44 FEET TO A POINT ON THE EXTENSION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 133RD STREET SOUTH; THENCE NORTH 88°54'05" EAST AND ALONG SAID EXTENSION, FOR A DISTANCE OF 95.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", FOR A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING OF PART 1;

AND, PART 2 COMMENCING AT THE RIGHT-OF-WAY INTERSECTION OF THE WESTERLY LINE OF SOUTH 20TH STREET AND THE NORTHERLY LINE OF EAST 133RD PLACE SOUTH; THENCE SOUTH 1°14'06" EAST AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING OF PART 2;

THENCE CONTINUING SOUTH 1°14'06" EAST AND ALONG THE WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 95.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 133RD COURT SOUTH; THENCE SOUTH 88°45'44" WEST AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 765.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 19TH STREET; THENCE NORTH 1°14'06" WEST AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 95.00 FEET TO A POINT; THENCE NORTH 88°45'54" EAST AND PARALLEL WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF EAST 133RD COURT SOUTH, FOR A DISTANCE OF 815.00 FEET TO THE POINT OF BEGINNING OF PART 2;

SAID GROSS TRACT CONTAINING 214,519 SQUARE FEET, OR 4.925 ACRES.

AND HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS AND, LOTS AND HAS DESIGNATED THE SAME "PROVIDENCE HILLS EXTENDED", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE 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 HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF THE PLAT. THE OWNER 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 SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UNDERGROUND SERVICE

1. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHT-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON "PROVIDENCE HILLS, PLAT NO. 6009". SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

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

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

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

2. WITHIN THE UTILITY EASEMENT, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, 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 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 THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

3. THE FOREGOING COVENANTS SET FORTH IN THE ABOVE PARAGRAPHS SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOTS SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS ON THE LOT IN THE EVENT THAT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRIC, NATURAL GAS, CABLE TELEVISION OR TELEPHONE SERVICE.

G. OTHER USES

1. THE EASEMENTS HEREBY GRANTED SHALL NOT BE LIMITED EXCLUSIVELY TO ACCESS, RESTRICTED WATER LINE, STORM SEWER AND OVERLAND DRAINAGE EASEMENTS. THE PROPERTY LYING WITHIN ANY SUCH EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES SHALL NOT INTERFERE WITH STORM SEWER AND OVERLAND SURFACE DRAINAGE PURPOSES.

2. THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF JENKS OR FRANCHISED UTILITY AGENCIES OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

SECTION II. RESERVES

THERE ARE NO RESERVES IN THE ADDITION.

SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, THE RESIDENTIAL DEVELOPMENT AREA (AS DEFINED BELOW) WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 49) AS PROVIDED WITHIN SECTIONS 900-970 OF CHAPTER 9, JENKS ORDINANCE (JENKS ZONING CODE), AS THE SAME EXISTED ON FEBRUARY 1, 1993, WHICH PUD NO. 49 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON JUNE 23, 2005 AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA, ON JULY 5, 2005.

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

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

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

A. USE OF LAND:

THE DEVELOPMENT OF THE RESIDENTIAL DEVELOPMENT AREA PURSUANT TO PUD NO. 49 SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF JENKS ZONING CODE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 1, 1993, OR AS MAY BE SUBSEQUENTLY AMENDED.

B. MINIMUM SQUARE FOOTAGE:

ALL SINGLE FAMILY DWELLING UNITS LOCATED ON LOTS OF 52' IN WIDTH SHALL HAVE A MINIMUM OF 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA. ALL SINGLE FAMILY DWELLING UNITS ON LOTS GREATER THAN 52' IN WIDTH SHALL HAVE A MINIMUM OF 1,700 SQUARE FEET OF FINISHED HEATED LIVING AREA.

C. EXTERIOR MASONRY

ALL SINGLE FAMILY DWELLING UNITS LOCATED ON LOTS OF 52' IN WIDTH SHALL BE 100% BRICK, STONE OR STUCCO ON THE FIRST FLOOR EXTERIOR WALLS, HOWEVER UP TO 50% OF THE FIRST FLOOR AREA SHALL BE PERMITTED TO UTILIZE A MASONRY SIDING SUCH AS HARDIPLANK OR COMPARABLE PRODUCT HAVING A 30 YEAR WARRANTY. ALL OTHER LOTS WITHIN THE DEVELOPMENT SHALL HAVE 100% MASONRY REQUIREMENT OF BRICK, STONE OR STUCCO ON FIRST FLOOR EXTERIOR WALLS.

D. RESIDENTIAL DEVELOPMENT AREA:

ALL LOTS IN BLOCKS 1 THRU 14 OF PROVIDENCE HILLS, PLAT NO. 6009 AND ALL LOTS IN BLOCKS 1 AND 2 OF PROVIDENCE HILLS EXTENDED, INCLUSIVE (HEREINAFTER REFERRED TO AS THE "RESIDENTIAL LOTS") AND RESERVE "A" "B" AND "C" OF PROVIDENCE HILLS, PLAT NO. 6009 (TOGETHER WITH THE RESIDENTIAL LOTS, COLLECTIVELY HEREINAFTER REFERRED TO AS THE "RESIDENTIAL DEVELOPMENT AREA") SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS:

1. USE:

THE USE OF THE RESIDENTIAL LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENTIAL PURPOSES, HAVING AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO (2) AUTOMOBILES AND DRIVEWAY SUFFICIENT TO PARK TWO (2) AUTOMOBILES BEHIND THE FRONT PROPERTY LINES. THE STORMWATER DETENTION FACILITIES WHICH ARE TO BE CONSTRUCTED BY THE OWNER/DEVELOPER AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. CONSTRUCTION OF THE FACILITIES WILL BE ACCORDING TO PLANS APPROVED BY THE JENKS CITY ENGINEER.

2. FRONTING AND ACCESS LIMITATION:

EACH DWELLING SHALL FACE THE FRONT OF THE LOT AS INDICATED BY A 20 FOOT BUILDING LINE.

3. YARDS AND SETBACKS:

A. STREET SETBACK: NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

B. REAR YARD: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 20 FEET.

C. SIDE YARD: THE MINIMUM SIDE YARD SHALL NOT BE LESS THAN 5 FEET IN WIDTH, PROVIDED SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET. PROVIDED HOWEVER, ON CORNER LOTS ANY GARAGE OPENING SHALL BE SET BACK NOT LESS THAN 20 FEET FROM THE STREET RIGHT-OF-WAY LINE WHICH ABUTS A SIDE YARD.

D. DWELLING SEPARATION: DWELLINGS SHALL MAINTAIN A SEPARATION OF NOT LESS THAN 10 FEET AS MEASURED FROM THE FACE OF THE EXTERIOR WALLS.

E. EASEMENT SETBACKS: NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY BUILDING LINE OR ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

F. FENCING: INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE CONSTRUCTED OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. THE BACK PROPERTY LINE FOR LOTS BACKING TO GREENBELTS MAY ONLY BE WROUGHT IRON OR SPLIT DOUBLE RAIL WITH BLACK COATED CHAIN LINK. NO BARBED WIRE, CHAIN LINK, MESHED OR OTHER METAL FENCING IS ALLOWED. NO FENCING OVER SIX FEET (6') TALL IS ALLOWED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE. PROVIDED, HOWEVER, FENCING ALONG THE NORTH AND WEST LINE OF RESERVE "B" OF PROVIDENCE HILLS, PLAT NO. 6009 AND ALONG THE REAR PROPERTY LINE OF LOTS ABUTTING RESERVE "C" OF "PROVIDENCE HILLS, PLAT NO. 6009" SHALL BE CONSTRUCTED OF SPLIT DOUBLE RAIL FENCING WITH BLACK COATED CHAIN-LINK.

4. SIGNAGE:

A SIGNAGE, ENTRY FEATURES AND/OR GUARD SHACKS IDENTIFYING THE RESIDENTIAL DEVELOPMENT MAY BE LOCATED AT THE SOUTH HARVARD AVENUE ENTRANCE NOT TO EXCEED EIGHT FEET (8') IN HEIGHT NOR 32 SQUARE FEET OF DISPLAY SURFACE AREA.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT. EXCEPT, ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

5. LANDSCAPING REQUIREMENTS:

THE FRONT YARDS OF ALL LOTS AND SIDE YARDS OF ALL CORNER 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.

ONE TREE NOT LESS THAN 2 INCHES IN DIAMETER SHALL BE PLANTED IN THE FRONT OF EACH LOT UPON COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION. NO TREE OR SHRUB SHALL BE PLANTED WITHIN A STREET RIGHT-OF-WAY OR UTILITY EASEMENT. SPECIES SHALL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE.

SECTION IV. PRIVATE COVENANTS

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

A. 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) OR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE ADDITION, AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNERS' ASSOCIATION. PROVIDED, HOWEVER, THAT THE OWNER 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 ADDITION.

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

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

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

4. NO WHITE CHAT WALKS OR DRIVEWAYS WILL BE PERMITTED. MATERIALS MAY BE BRICK OR CONCRETE. RIVER GRAVEL MAY BE USED FOR PRIVATE WALKWAYS WHEN COMPATIBLE TO DESIGN OF RESIDENCE, AS APPROVED BY THE ARCHITECTURAL COMMITTEE.

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

6. ALL ROOFS WILL BE CONSTRUCTED WITH 30 YEAR HERITAGE II HEAVY COMPACTION WEATHERWOOD COMPOSITION SHINGLES, OR DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

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

DATE OF PREPARATION: FEBRUARY 23, 2011

PUD NO.49

Providence Hills Extended

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8)
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION IV. PRIVATE COVENANTS (CONTINUED)

ROOF PITCH: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12. PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTIONS 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 6/12. THIS WAIVER IS PRIMARILY INTENDED FOR DORMERS AND BACK COVERED PATIOS.

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

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

9. NO EXTERIOR ANTENNAS, INCLUDING, BUT NOT LIMITED TO, TELEVISION AND "CB" RADIO, SHALL BE ERECTED ANYWHERE IN THE ADDITION WITHOUT THE EXPRESS APPROVAL OF THE ARCHITECTURAL COMMITTEE. ANY OTHER TYPE OF ELECTRONIC RECEPTION DEVICE (EXCEPT TELEVISION SATELLITE DISHES NOT EXCEEDING TWENTY-FOUR (24") IN DIAMETER, WHICH ARE PERMITTED), MUST BE CONFINED TO THE BACKYARD AND SITUATED, FENCED AND LANDSCAPED TO PROPERLY SHIELD ITS VIEW FROM ADJACENT LOT OWNERS IN ACCORDANCE WITH THE EXPRESS WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

10. NO BUILDING, FENCE, WALL OR ANY TYPE OF STRUCTURE SHALL BE PLACED, BUILT, COMMENCED, ERECTED OR MAINTAINED OR ALTERED UNTIL THE SPECIFICATIONS, PLOT PLAN, DRAINAGE AND GRADING PLANS AND OTHER NECESSARY INFORMATION SHALL HAVE BEEN SUBMITTED AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN PASSING 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, AND OF THE MATERIAL OF WHICH IT IS TO BE BUILT, TO THE SITE UPON WHICH IT IS PROPOSED TO ERECT THE SAME, AND 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 ORDINANCE AND BUILDING CODES.

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

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

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

14. NO ANIMALS LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, OR 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.

15. NO LOT WILL 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. CONSTRUCTION MUST BEGIN WITHIN 18 MONTHS AFTER THE LOT IS PURCHASED.

16. RECREATIONAL VEHICLES, BOATS, TRAILERS, CAMPERS AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS, IF IN VIEW OF THE STREET OR ADJACENT LOT OWNERS. ANY VARIATION MUST BE APPROVED BY THE HOMEOWNERS' ASSOCIATION.

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

18. THE OWNER OF EACH LOT SHALL MAINTAIN THE SURFACE DRAINAGE, EITHER NATURAL OR ARTIFICIAL, OVER AND ACROSS THEIR LOT.

19. EACH LOT SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTED MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS, AND THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY REASON OF THE DISCHARGE OF ANY STORM OR SURFACE WATER FROM A PUBLIC STREET OR EASEMENT ON AN ADJACENT LOT. NO OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT.

20. THE FIRST FLOOR OF EACH DWELLING WILL BE FULL MASONRY, NOT INCLUDING WINDOWS AND BENEATH COVERED PORCHES.

21. ALL MAIL BOXES WILL BE MATCHING AND CONSTRUCTION MATERIAL WILL BE DETERMINED BY THE ARCHITECTURAL COMMITTEE. NUMERIC STREET IDENTIFICATION LETTERING SHALL BE DISPLAYED AND BE CLEARLY IDENTIFIABLE FROM THE PUBLIC RIGHT-OF-WAY.

22. MINIMUM SQUARE FOOTAGE:

ALL SINGLE FAMILY DWELLING UNITS LOCATED ON LOTS OF 52' IN WIDTH SHALL HAVE A MINIMUM OF 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA. ALL SINGLE FAMILY DWELLING UNITS ON LOTS GREATER THAN 52' IN WIDTH SHALL HAVE A MINIMUM OF 1,700 SQUARE FEET OF FINISHED HEATED LIVING AREA.

23. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME 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. NO DETACHED STORAGE STRUCTURES ARE ALLOWED ON ANY LOT.

24. CLOTHESLINES: EXPOSED CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED AND NO EXPOSED GARBAGE CAN, TRASH CAN, OR ANY TRASH BURNING APPARATUS OR STRUCTURE BE PLACED ON ANY LOT. THE FOREGOING RESTRICTIONS SHALL NOT PROHIBIT THE INSTALLATION OF UNDERGROUND GARBAGE AND TRASH STORING DEVICES.

25. PRESERVATION OF TREES: IT SHALL BE THE DUTY AND OBLIGATION OF THE OWNERS OF EACH LOT TO PRESERVE AND PROTECT THE TREES LOCATED ON SUCH LOT. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR PROTECTING AND PRESERVING THE TREES ON ALL COMMON AREAS, WHICH SHALL BE A COMMON EXPENSE. THE OWNER OF EACH LOT SHALL MAKE AN EFFORT TO SAVE ALL TREES POSSIBLE AND SHALL EXERCISE CARE TO PROTECT THE ROOT SYSTEMS OF ALL TREES DURING CONSTRUCTION.

26. LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN PROVIDENCE HILLS, THE LOT OWNER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH LOT OWNER SHALL PLANT THE EQUIVALENT WORTH OF $200.00 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 TO BE LOCATED IN THE FRONT YARD AREA AND OUTSIDE THE STREET RIGHT-OF-WAY OF THE LOT WHICH ARE OF AT LEAST 2" IN DIAMETER.

27. TRASH RECEPTACLES: ALL LOTS SHALL COMPLY WITH THE CITY OF JENKS RESIDENTIAL TRASH ORDINANCE AND BE SUBJECT TO ALL THE RULES THEREIN.

28. SLAB ELEVATIONS OF THE HOMES SHALL BE CONSTRUCTED A MINIMUM OF ONE (1) LINEAR FOOT IN ELEVATION HEIGHT ABOVE THE ADJACENT TOP OF CURB.

SECTION V. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE PROVIDENCE HILLS HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT CORPORATE ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING, ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN PROVIDENCE HILLS, PROVIDENCE HILLS EXTENDED, AND SUBSEQUENT LOTS AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.

B. MEMBERSHIP

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

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLATS OF "PROVIDENCE HILLS, PLAT NO. 6009", PROVIDENCE HILLS EXTENDED, AND SUBSEQUENT LOTS. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT SHALL BE A LIEN AGAINST THE LOT WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

E. ALL RESERVE AREAS

ALL RESERVE AREAS AND PERIMETER SUBDIVISION FENCING SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED IN ACCORDANCE WITH SECTION V. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVES AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

THE HOMEOWNERS' ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF JENKS, AND ITS AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND PAY FOR ALL COSTS AND EXPENSES ASSOCIATED THEREWITH. IN THE EVENT SUCH AREAS ARE NOT PROPERLY MAINTAINED, THE CITY OF JENKS OR ITS CONTRACTORS MAY ENTER UPON SAID PROPERTY, PERFORM THE MAINTENANCE AND BILL THE HOMEOWNERS' ASSOCIATION. SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL THE RESIDENTIAL LOTS (AS HEREINAFTER DEFINED) WHICH MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATA UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION IS AGREED TO BY ALL RESIDENTIAL LOT OWNERS.

THE CITY OF JENKS SHALL ALSO HAVE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE RESERVE AREA "C" (SWIMMING POOL AND CLUBHOUSE) IN "PROVIDENCE HILLS, PLAT NO. 6009" IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT CERTIFICATE (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING SAID RESERVE(S) OF "PROVIDENCE HILLS, PLAT NO. 6009 ", AND (B) THE CITY OF JENKS BECOMES THE OWNER OF THE TAX CERTIFICATE OR REDEEMS THE TAX CERTIFICATE ACCORDING TO OKLAHOMA LAW. THE CITY OF JENKS SHALL HAVE SIXTY (60) DAYS AFTER SATISFACTION OF (A) AND (B) ABOVE, TO PURCHASE RESERVE AREA "C" OF "PROVIDENCE HILLS, PLAT NO. 6009" FROM THE HOMEOWNERS' ASSOCIATION FOR THE SUM OF TEN DOLLARS ($10.00). THE HOMEOWNERS' ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

F. REQUIRED MOWING OF VACANT LOTS

REQUIRED MOWING OF VACANT LOTS: THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE DEVELOPMENT AFTER COMPLETION OF A 10 DAY NOTICE PERIOD OF THE LOT OWNERS NOTIFICATION FROM THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT SAID LOT IS IN VIOLATION OF SECTION 13-1-13; ABATEMENT OF WEEDS AND TRASH OF THE JENKS CITY CODE. THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO LOT OWNERS HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH SUBSECTION (D) OF THIS SECTION.

G. EXPANSION RIGHTS OF THE ASSOCIATION

THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE HOMEOWNERS' ASSOCIATION TO SHARE IN BOTH USE AND FEES OF RECREATIONAL FACILITIES AND OPEN SPACE. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNERS AND SHALL BE PERMITTED WITH ALL RIGHTS, PRIVILEGES AND RESPONSIBILITIES OF THE HOMEOWNERS' ASSOCIATION.

SECTION VI. ENFORCEMENT, DURATION, AMENDMENT, VARIANCE 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. EASEMENTS AND UTILITIES AND SECTION II. RESERVES AND SECTION III. PLANNED UNIT DEVELOPMENT STANDARDS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTION I, II, AND III 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 SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION V. THE COVENANTS CONTAINED IN SECTION V. HOMEOWNERS' ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN PROVIDENCE HILLS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREECH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THE COVENANTS CONTAINED IN SECTION III & IV HEREOF SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES AND SECTION II. RESERVES 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 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 STANDARDS MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN "PROVIDENCE HILLS, PLAT NO. 6009" AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION IV. PRIVATE COVENANTS MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN "PROVIDENCE HILLS, PLAT NO. 6009" AND PROVIDENCE HILLS EXTENDED. 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.

WITNESS OUR HAND THIS 24 DAY OF February, 2011.

PROVIDENCE HILLS, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

ATTEST:

BY: _____
MIKE WALLACE, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24 DAY OF February, 2011, PERSONALLY APPEARED MIKE WALLACE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

JENNIFER R. MILLER NOTARY PUBLIC #04031559 EXP. 03/02/13 STATE OF OKLAHOMA

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

DAN E. TANNER OF TANNER CONSULTING, LLC, OF TULSA, OKLAHOMA, HEREBY CERTIFIES THAT HE HAS FULLY COMPLIED WITH THE REQUIREMENTS OF THE LAND SUBDIVISION CODE OF THE CITY OF JENKS AND THE SUBDIVISION LAWS OF THE STATE OF OKLAHOMA GOVERNING SURVEYING, DIVIDING AND MAPPING OF THE LAND; THAT THE PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT; THAT THE PLAT REPRESENTS A SURVEY MADE BY HIM AND THAT ALL MONUMENTS INDICATED THEREOF ACTUALLY EXIST IN THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

WITNESS MY HAND AND SEAL THIS 24 DAY OF FEB, 2011.

REGISTERED PROFESSIONAL LAND SURVEYOR DAN EDWIN TANNER 1435 OKLAHOMA

BY: _____
DAN E. TANNER
REGISTERED LAND SURVEYOR

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 24 DAY OF February, 2011, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

JENNIFER R. MILLER NOTARY PUBLIC #04031559 EXP. 03/02/13 STATE OF OKLAHOMA

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

DATE OF PREPARATION: FEBRUARY 23, 2011