Tulsa County Clerk - PAT KEY
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Receipt # 537199 Fee $30.00

PUD 88

Country Hollow of Jenks

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4)
OF SECTION TWENTY-SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

NORTH

0 25 50 75
Scale: 1"= 50'
Tanner Consulting

Notes:

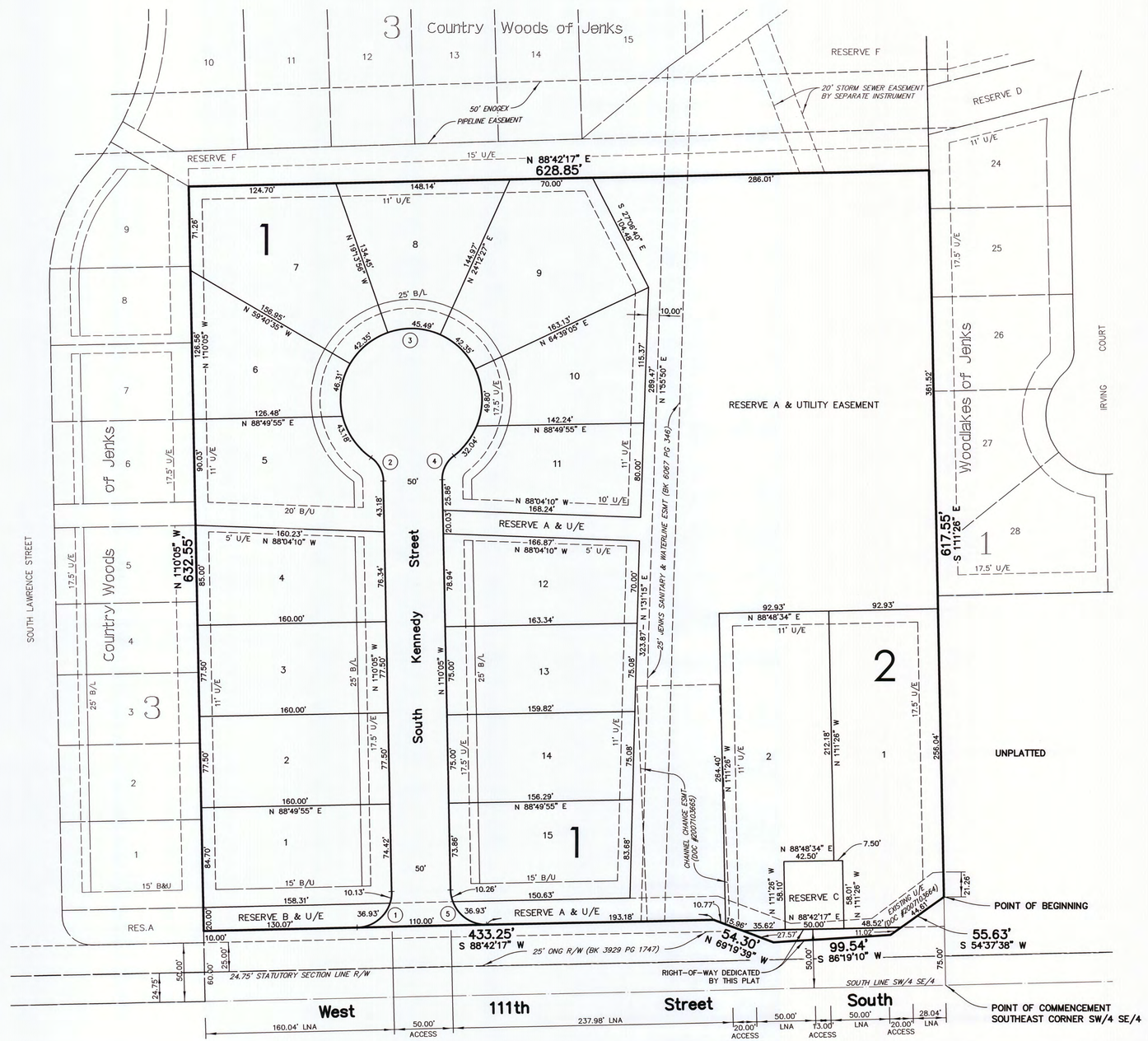
1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
4. ADDRESSES SHOWN ON THIS PLAT ARE 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.
5. ACCESS AT THE TIME OF THE PLAT WAS PROVIDED BY WEST 111TH STREET SOUTH (W 111TH ST S), RIGHT OF WAY TO BE DEDICATED BY THIS PLAT

LEGEND

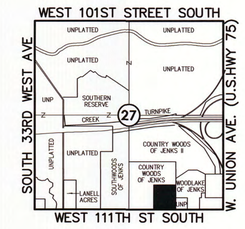
B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
POB	POINT OF BEGINNING
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
SEP INSTR	SEPARATE INSTRUMENT
U/E	UTILITY EASEMENT

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD BRG(CB)	CHORD(CHD)
1	47.06'	30.00'	89°52'21"	N 43°46'06" E	42.38
2	23.55'	25.00'	53°58'05"	N 28°09'07" W	22.69
3	301.52'	60.00'	287°56'07"	-	-
4	23.55'	25.00'	53°58'05"	N 25°48'58" E	22.69'
5	47.19'	30.00'	90°07'38"	N 46°13'54" W	42.47'



R 12 E



T 18 N

Location Map
Scale: 1"= 2000'
NORTH

SUBDIVISION CONTAINS:

SEVENTEEN (17) LOTS
IN TWO (2) BLOCKS
WITH THREE (3) RESERVES

GROSS SUBDIVISION AREA: 9.188 ACRES

OWNER:
Jenks Land, LLC
CONTACT: MIKE WALLACE
114 South 3rd Street
Jenks, Oklahoma 74132
Phone: (918)298-6100

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2015
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

STATE OF OKLAHOMA
COUNTY OF TULSA } SS
I, Pat Key, 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 14 th day of May 2015
PAT KEY, Tulsa County Clerk
Kathy Whitesell
Deputy

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $5885.00 per trust receipt no.13896 to be applied to 2015 taxes. This certificate is NOT to be construed as payment of 2015 taxes in full but is given in order that this plat may be filed of record. 2015 taxes may exceed the amount of the security deposit.

Dated: 05/14/2015
Dennis Semler
Tulsa County Treasurer
By:
Deputy

DATE OF PREPARATION: MAY 8, 2015

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council
on 11/3/14
Kelly Whitlock
MAYOR–VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager.
Mike Tinder
CITY MANAGER

Country Hollow of Jenks
SHEET 1 OF 3

PUD 88

Country Hollow of Jenks

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4)
OF SECTION TWENTY-SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN 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/DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4 SE/4; THENCE NORTH 1°11'26" WEST AND ALONG THE EAST LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 75.10 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF WEST 111TH STREET SOUTH, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING FOUR (4) COURSES: SOUTH 54°37'38" WEST FOR A DISTANCE OF 55.63 FEET TO A POINT; THENCE SOUTH 86°19'10" WEST FOR A DISTANCE OF 99.54 FEET TO A POINT; THENCE NORTH 69°19'39" WEST FOR A DISTANCE OF 54.30 FEET TO A POINT; THENCE SOUTH 88°42'17" WEST FOR A DISTANCE OF 433.25 FEET TO A POINT ON THE EAST LINE OF BLOCK THREE (3), "COUNTRY WOODS OF JENKS", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5888); THENCE NORTH 1°10'05" WEST AND ALONG THE EAST LINE OF SAID BLOCK 3, FOR A DISTANCE OF 632.55 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT NINE (9) THEREOF; THENCE NORTH 88°42'17" EAST AND ALONG THE SOUTH LINE OF BLOCK 3, FOR A DISTANCE OF 628.85 FEET TO A POINT ON SAID EAST LINE OF THE SW/4 SE/4; THENCE SOUTH 1°11'26" EAST AND ALONG THE EAST LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 617.55 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 400,212 SQUARE FEET, OR 9.188 ACRES.

(THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83)).

THE OWNER/DEVELOPER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVES, 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 "COUNTRY HOLLOW OF JENKS", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "COUNTRY HOLLOW 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 IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER/DEVELOPER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND 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/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION 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. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG WEST 111TH STREET SOUTH. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

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

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

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELECOMMUNICATION 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 THE 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 EACH 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 AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF JENKS, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OF 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 THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

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

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS MAINS SHALL BE PROHIBITED.

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

4. THE SUPPLIER OF GAS SERVICE 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 GAS FACILITIES.

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

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATER 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 E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA. NO LOT OWNER SHALL ALLOW OR CONTRIBUTE TO THE DEGRADATION OF GROUND OR SURFACE WATER ON OR ACROSS THE OWNER'S LOT IN VIOLATION OF ENVIRONMENTAL REGULATIONS OF THE UNITED STATES, THE STATE OF OKLAHOMA OR THE CITY OF JENKS.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. OTHER USES

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 OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

SECTION II. RESERVES

A. RESERVES "A" & "B"

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE ADDITION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER/DEVELOPER HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE AREAS "A" & "B" AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE ADDITION, AND FROM PROPERTIES OUTSIDE THE ADDITION. THE RESERVE AREAS MAY ALSO BE UTILIZED FOR PARK, WALKING TRAILS AND OPEN SPACE USES AS DETERMINED BY THE OWNER/DEVELOPER AND APPROVED BY THE CITY ENGINEER.

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

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

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

2. EACH LOT OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNER'S ASSOCIATION AGREES TO HOLD THE CITY OF JENKS AND OWNER/DEVELOPER HARMLESS FROM ALL CLAIMS AND DEMANDS AND AGREES THAT THE CITY OF JENKS AND OWNER/DEVELOPER SHALL NOT BE LIABLE TO THE LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATIONS OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF LOT OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

3. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES WILL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION. SEE SECTION IV FOR ADDITIONAL DETAILS AND REQUIREMENTS.

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

5. IN THE EVENT THE HOMEOWNER'S ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE ADDITION. 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 PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

B. RESERVE "C"

RESERVE AREA "C" SHALL CONTINUE TO BE USED AS A CELLULAR TELEPHONE COMMUNICATIONS TOWER. THE HOMEOWNER'S ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MAINTENANCE NOR RECEIVE ANY BENEFIT FROM RESERVE AREA "C". NO OTHER USE OF RESERVE AREA "C" IS PERMITTED WITHOUT APPROVAL BY THE CITY OF JENKS. SHOULD RESERVE AREA "C" CEASE TO BE USED FOR THE ABOVE PERMITTED USE, THE PROPERTY MAY BE SPLIT AND ATTACHED TO LOTS WITHIN BLOCK 2 WITH THE APPROVAL OF THE CITY OF JENKS. THE LAND OWNERS OF LOT 1 AND 2, BLOCK 2 AT THE TIME THE PROPERTY IS SPLIT SHALL HAVE THE FIRST RIGHT OF APPROVAL TO PURCHASE THE PROPERTY.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, COUNTRY HOLLOW OF JENKS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 88) 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. 88 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON OCTOBER 23, 2014, AND BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON NOVEMBER 3, 2014.

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, IT'S SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA.

THEREFORE, THE OWNER/DEVELOPERDOES 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.

PERMITTED USES: SINGLE-FAMILY ATTACHED AND DETACHED RESIDENTIAL AND USES CUSTOMARILY ACCESSORY TO PERMITTED PRINCIPAL USES.

MAXIMUM NUMBER OF LOTS:	17
MINIMUM LOT WIDTH:	65 FEET
MINIMUM LOT SIZE:	8,000 SQUARE FEET
MAXIMUM BUILDING HEIGHT:	35 FEET

MINIMUM YARDS:

FRONT:

FROM THE PROPERTY LINE OF ABUTTING STREET	25 FT

*SIDE: **

NOT ABUTTING A STREET	5 FT & 5 FT
ABUTTING 111TH STREET	15 FT

** A MINIMUM OF 10 FEET SEPARATION MUST BE MAINTAINED BETWEEN ALL BUILDINGS EXCLUDING EVES AND OVERHANGS.*

REAR:

FROM REAR LOT LINE	20 FT

STREETS: ** SOUTH KENNEDY STREET SHALL CONTAIN A MINIMUM RIGHT-OF-WAY WIDTH OF 50 FEET WITH MINIMUM 26' OF PAVING. ACCESS INTO THE SUBDIVISION WILL BE FROM 111TH STREET SOUTH.

**** SHALL BE CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF JENKS FOR MINOR RESIDENTIAL PUBLIC STREETS*

FENCING: INTERIOR FENCING OR WALLS IN BLOCK 1 SHALL NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE. FENCES SHALL BE A WOOD PRIVACY, ORNAMENTAL IRON OR STOCKADE WITH BLACK CHAIN LINK. NO BARBED WIRE, MESHED OR OTHER METAL FENCING IS ALLOWED. NO FENCE OVER SIX FEET (6') TALL IS PERMITTED UNLESS APPROVED BY THE ARCHITECTURAL COMMITTEE. FENCES LOCATED ON EXTERIOR SIDES OF CORNER LOTS SHALL NOT EXTEND BEYOND HALF WAY BETWEEN THE BUILDING LINE AND PROPERTY LINES.

WITHIN BLOCK 2, FENCING SHALL BE PERMITTED IN THE FRONT YARD

FENCING ALONG 111TH STREET SHALL BE 6' FEET IN HEIGHT AND CONSIST OF WOOD, MASONRY OR WROUGHT IRON MATERIAL OR A COMBINATION THEREOF.

MINIMUM SQUARE FOOTAGE:

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 2,300 SQUARE FEET OF FINISHED HEATING LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 2,800 SQUARE FEET FOR TWO STORY DWELLINGS.

MASONRY:

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

DATE OF PREPARATION: MAY 8, 2015

PUD 88

Country Hollow of Jenks

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4)
OF SECTION TWENTY-SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TWELVE (12) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION (Continued)

SECTION IV. PRIVATE COVENANTS

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

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 ADDITION AND SOLD TO RESIDENTIAL USERS; THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE HOMEOWNER'S ASSOCIATION. PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNER'S 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 THREE (3) 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.

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 MATCHING DESIGNER 40 YEAR PLUS WEATHER-WOOD SHINGLES OR AS OTHERWISE DETERMINED AND APPROVED BY THE ARCHITECTURAL COMMITTEE.

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

D. ROOF PITCH: NO BUILDING SHALL HAVE A ROOF PITCH OF LESS THAN 10/12. 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 10/12. 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 ANIMAL 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.

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

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 SHALL CONSIST OF 100% 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 SHALL HAVE A MINIMUM OF 2,300 SQUARE FEET OF FINISHED HEATED LIVING AREA FOR SINGLE STORY OR A MINIMUM OF 2,800 SF FOR TWO STORY DWELLING.

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.

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

25. ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

26. LANDSCAPING: WITHIN 120 DAYS OF COMPLETION OF A HOME UPON A LOT IN "COUNTRY HOLLOW OF JENKS", THE BUILDER SHALL BE RESPONSIBLE FOR SODDING ALL YARD AREAS (FRONT, SIDE AND REAR YARDS) OF THE LOT. ADDITIONALLY, EACH BUILDER SHALL PLANT THE EQUIVALENT WORTH OF $1,500.00 IN LANDSCAPING MATERIALS (TREES, SHRUBS, BUSHES, GROUND COVER, ETC.) WITHIN THE FRONT YARD AREA OF EACH LOT UNDER THEIR OWNERSHIP WITHIN 120 DAYS OF COMPLETION OF HOME CONSTRUCTION.

EXCLUSIVE OF SODDING AS DESCRIBED ABOVE. SUCH LOT LANDSCAPING SHALL INCLUDE A MINIMUM OF ONE (1) TREE 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. OUTBUILDINGS: NO DETACHED STORAGE STRUCTURES ARE ALLOWED ON ANY LOT.

SECTION IV. HOMEOWNER'S ASSOCIATION

A. FORMATION OF HOMEOWNER'S ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE COUNTRY HOLLOW OF JENKS HOMEOWNER'S ASSOCIATION, INC., A NONPROFIT ENTITY (HEREIN REFERRED TO AS THE "HOMEOWNER'S ASSOCIATION). THE HOMEOWNER'S ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITH IN COUNTRY HOLLOW OF JENKS, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE ADDITION.

THE OWNER/DEVELOPOR SHALL DISCHARGE MANAGEMENT CONTROL OF THE HOMEOWNER'S ASSOCIATION UPON OCCUPANCY OF 51% OF THE LOTS IN THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNER'S 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 HOMEOWNER'S ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

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

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNER'S 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 THE 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 HOMEOWNER'S ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNER'S ASSOCIATION MAY HAVE, THE HOMEOWNER'S 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.

F. RESERVE AREAS "A" & "B"

RESERVE AREAS "A" & "B" SHALL BE MAINTAINED BY THE OWNER/DEVELOPER UNTIL SUCH TIME AS THE HOMEOWNER'S ASSOCIATION IS FORMED IN ACCORDANCE WITH SECTION V. FROM AND AFTER SAID DATE, THE HOMEOWNER'S 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 HOMEOWNER'S ASSOCIATION, AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.THE CITY OF JENKS SHALL ALSO HAVE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ALL RESERVE AREAS FROM THE HOMEOWNER'S ASSOCIATION IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT CERTIFICATE (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING ALL RESERVE AREAS OF "COUNTRY HOLLOW OF JENKS"; 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 3(A) AND 3(B) ABOVE, TO PURCHASE ALL RESERVE AREAS OF "COUNTRY HOLLOW OF JENKS" FROM THE COUNTRY HOLLOW OF JENKS HOMEOWNER'S ASSOCIATION FOR THE SUM OF TEN DOLLARS ($10.00). THE COUNTRY HOLLOW OF JENKS HOMEOWNER'S ASSOCIATION SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

G. REQUIRED MOWING OF VACANT LOTS

THE HOMEOWNER'S 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 HOMEOWNER'S ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNER'S ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH PARAGRAPH C COVENANT FOR ASSESSMENT.

H. INDEMNIFICATION OF CITY

THE HOMEOWNER'S 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.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

ENFORCEMENT:

A. 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 AND SECTION II. RESERVES RESTRICTIONS ARE 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 HOMEOWNER'S ASSOCIATION AND LOT OWNER'S ASSOCIATION PROVIDED FOR IN SECTION V. THE COVENANTS CONTAINED IN SECTION V. HOMEOWNER'S 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 COUNTRY HOLLOW OF JENKS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OF A LOT OR EITHER OF THE OWNER'S ASSOCIATIONS 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 EITHER OF THE OWNER'S ASSOCIATIONS 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/DEVELOPER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS 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. STREETS, 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 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 BREITLING VILLAGE, BLOCKS 12-16 AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. THE COVENANTS WITHIN SECTION IV. PRIVATE COVENANTS FOR BLOCKS 12-16 MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 65 PERCENT AGREEMENT OF ALL OWNERS OF LOTS WITHIN THEIR RESPECTIVE BLOCK(S) 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 OWNERS HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 11 DAY OF May, 2015.

JENKS LAND, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: Mike Wallace
MIKE WALLACE, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 11 DAY OF May, 2015, 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 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. THE DAY AND YEAR LAST ABOVE WRITTEN.

10/15/2016
MY COMMISSION EXPIRES

Candice Ledbetter
NOTARY PUBLIC

CANDICE LEDBETTER NOTARY PUBLIC #12009774 EXP 10/15/2016 STATE OF OKLAHOMA

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND 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 May, 2015.

LICENSED PROFESSIONAL LAND SURVEYOR Dan Edwin Tanner 1435 OKLAHOMA

BY: _____
DAN E. TANNER
REGISTERED 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 May, 2015, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED 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.

10/15/2016
MY COMMISSION EXPIRES

Candice Ledbetter
NOTARY PUBLIC

CANDICE LEDBETTER NOTARY PUBLIC #12009774 EXP 10/15/2016 STATE OF OKLAHOMA

DATE OF PREPARATION: MAY 8, 2015