

**COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PINE RIDGE**

Pine Ridge is an area of distinctive landscape and natural beauty. It is the desire and intent of 141 Peoria, LLC (the "Developer"), to ensure Pine Ridge remains a peaceful community that enhances the lives of its residents and those working to build and preserve the neighborhood. In furtherance thereof, the Developer hereby declares and establishes the following restrictions, conditions, and protective covenants (the "Covenants") that shall apply to all of Pine Ridge, which is described as:

All Lots, Blocks and Reserve areas within PINE RIDGE, A subdivision within the City of Jenks, Tulsa County, State of Oklahoma, according to the recorded Plat No. 7177.

The Owner of each Lot and occupants of any dwelling in Pine Ridge acknowledge that these Covenants are an essential component of developing Pine Ridge into one of the area's premier neighborhoods and preserving the property values of the Owners. Accordingly, by accepting title to a Lot in Pine Ridge, each Owner, and their family member, occupants, licensees, invitees, guests, assigns, and transferees, agree to the requirements, responsibilities, and terms set forth in these Covenants.

**SECTION ONE**

**Homeowners' Association**

1.1 Establishment of Homeowners' Association. A homeowners' association, **Pine Ridge HOA, LLC** (the "Association"), has been established to enforce these Covenants and for any other purpose the Association deems advisable including, but not limited to, the establishment and amendment, from time to time, of rules governing the use and occupancy of the Common Areas. All lawful acts of the Association, made under any governing instrument shall be binding upon the Lots contained in Pine Ridge and the Owners thereof. No other entity, association, or committee may be formed to manage or govern any aspect of Pine Ridge without written approval of the Association.

1.2 Membership. The Owner of each Lot in Pine Ridge (which, as set forth above, includes all Lots in all future phases or additions to Pine Ridge) shall automatically be a member of the Association, subject to the limitations set forth in these Covenants. "Owner" shall mean the record owner of fee simple title to any Lot in Pine Ridge, whether it be one or more person or entity. "Owner" shall not include mortgagees or other persons holding liens on any Lot, and such mortgagees and other lienholders shall not be required to join in any amendment to these Covenants. The Developer shall be a member of the Association so long as the Developer owns any Lot in Pine Ridge and is not subject to the requirements and obligations of the Owners that are outlined in these Covenants. Membership in the Association shall be appurtenant to and may not be separated from the ownership of a Lot. Except as otherwise provided herein, no Owner may opt out of the obligations, responsibilities, and requirements set forth in these Covenants.

1.3 Control; Turnover Date. Developer shall retain exclusive control of the Association until the City of Jenks has issued building permits for one hundred percent (100%) of the Lots in Pine Ridge, including future phases and additions thereto, or earlier if the Developer so chooses (the "Turnover Date"). On the Turnover Date, the Developer shall transfer control of the Association to the Owners (which may include the Developer if the Developer owns any Lot(s)), and the Owners may at that time elect managers or a Board of Directors to discharge the obligations of the Association. Elections of managers or Board of Directors shall be in conformance with the voting provisions set forth in Section 1.5.

1.4 Management. A professional homeowners' association management company may be retained by the Association to assist the Board of Directors in the management, administration and enforcement of these Covenants and any rules established by the Association pursuant to these Covenants. The Owners acknowledge and consent to the authority granted to such management company's hereunder. The Owners further agree to be respectful to such management company and its representatives and cooperate with recommendations and directives issued by such management company. Payment for the services provided by a management company will be made through the assessments outlined in this Section One. Changing management companies shall require an affirmative vote of two-thirds (2/3rds) of the eligible votes.

1.5 Voting. Prior to the Turnover Date, the Developer will retain exclusive control of the Association, and the payment of any assessment shall not entitle the Owners to vote, govern, inspect, or otherwise dictate the control or management of the Association. No voting shall occur prior to the Turnover Date unless called for by the Developer in its exclusive discretion. After the Turnover Date, voting for Association matters, including the election of any managers or Board of Directors, will occur as outlined in these Covenants. No Lot shall be entitled to more than one (1) vote regardless of the number of Owners of a particular Lot, except that the Developer shall be entitled to twenty-five (25) votes for each Lot owned by the Developer. The right of an Owner to vote in any Association matter is contingent upon said Owner being in good standing with the Association, which includes timely payment of all assessments owed. Provided, however, the right of the Developer to vote shall not be curtailed for any reason.

1.6 Fees; Assessments. The Owners acknowledge that timely payment of assessments is essential to operating a successful neighborhood and enhancing the value of all properties in Pine Ridge. By accepting title to any Lot in Pine Ridge, each Owner agrees to do its part to maintain the status of Pine Ridge as a premier neighborhood by timely paying all fees and assessments authorized under these Covenants. As consideration for their collective efforts developing and building Pine Ridge, the Developer shall not be subject to any assessments or fees from the Association before or after the Turnover Date.

1.7 Initial Assessment. To promote seamless neighborhood operation and establish a reserve fund for the Association, each Owner shall pay a Five Hundred Dollar (\$500) per Lot assessment (the "Initial Assessment") which will be collected at the closing of each Lot. The Initial Assessment will apply to the transfer or sale of all Lots in Pine Ridge, including the first and all subsequent Owners, and will be collected in addition to any other assessments or fees provided herein. The Association may increase the Initial Assessment by any amount at any time, provided that no Owner shall be required to supplement their Initial Assessment as a result of such increase after said Owner has already paid the Initial Assessment on a Lot.

1.8 Annual Assessments. The Owner of each Lot agrees to pay an annual assessment of Two Thousand Dollars (\$2,000.00) (the "Annual Assessment"), which shall be due in full on or before March 15<sup>th</sup> of each calendar year; Owners are responsible for timely payment of the Annual Assessment regardless of whether an invoice is sent or received. The Annual Assessments will be prorated at the closing of the sale or transfer of each Lot. Owners shall be responsible for the Annual Assessments both before and after the Turnover Date. Prior to the Turnover Date, the Annual Assessment may be increased up to fifty percent (50%) per year by the Association at its discretion. After the Turnover Date, the annual assessment may be increased up to one hundred percent (100%) per year by the affirmative vote of the majority of eligible votes. The Annual Assessments will be used to manage, maintain and operate the Common Areas (as defined below), and any other improvements and expenses authorized by the Association.

1.9 Special Assessments. Prior to the Turnover Date, the Association, in its sole discretion, may declare and levy special assessments at any time to fund improvements, repairs, or replacements for the Common Areas or other aspects of Pine Ridge, establish reserves for payment of expenses deemed necessary by the Association, and for any other reason authorized under these Covenants (each a "Special Assessment"). After the Turnover Date, a Special Assessment may be authorized upon the affirmative vote of the majority of eligible votes. Unless otherwise stated by the Association, payment in full of any Special Assessment shall be due thirty (30) days after notice of such Special Assessment is provided by the Association to the Owners.

1.10 Failure to Pay Assessments. If any amount assessed pursuant to these Covenants is not paid in full on or before its due date, such unpaid amount shall incur a one-time late fee of Two Hundred Fifty Dollars (\$250). In addition to the foregoing, such unpaid assessment and late fee shall bear interest from the date of delinquency at the rate of twenty percent (20%) per annum until paid in full. Failure or refusal to timely pay assessments will not alter an Owner's responsibilities and obligations under the Covenants, and no Owner may opt-out of paying assessments for any reason.

1.11 Liens & Collections. All assessments and interest accrued thereon shall be a lien upon the Lot assessed, relate back to the date of recording of these Covenants, and shall be superior to the lien of any mortgage, regardless of when recorded. Any such lien may be foreclosed by the Association or recovered through any other legally authorized action, and, in such event, the Owner against whom such action has been taken shall be responsible for all attorneys' fees, expenses, and costs the Association may incur collecting the late or unpaid assessment regardless of whether a lawsuit or foreclosure is initiated.

1.12 Accounting. The Association will generate an annual accounting report of general revenue and expenses, which will be prepared once per calendar year on a date of the Association's choosing. The date of this report may vary from year to year.

1.13 Meetings. Prior to the Turnover Date, only the Developer may call and convene a meeting of the Owners. Following the Turnover Date, meetings will be convened as specified in these Covenants, any other instruments governing the operation of the Association, or at the discretion of the Association.

## SECTION TWO

### **Common Areas, Maintenance, & Improvements**

2.1 **Common Areas.** Pine Ridge contains areas designed for the utility and functionality of the neighborhood. These areas are collectively referred to as the “Common Areas,” and include, but are not limited to, the following:

- a. *Private Street System, Entryway and Arterial Street Landscaping.* All internal private streets and the formal entryway along South Peoria Avenue referred to as Reserve A are Common Areas. Any entryway and arterial street boundary landscaping, and masonry headwalls, berms, trees, landscaping, lighting, signage, fencing, and other features constructed within Reserve A at the discretion of the Association is a Common Area.
- b. *Stormwater Detention Areas – Reserves B & C.* The plat of Pine Ridge contains stormwater detention areas designated as Reserves B & C (the “Stormwater Detention Areas”). Additional areas may be designated in future phases of Pine Ridge as additional Stormwater Detention Areas. The Stormwater Detention Areas have been engineered and approved by the City of Jenks to accommodate stormwater detention, and the use of the Stormwater Detention Areas is limited to the exclusive purposes identified in the plat of Pine Ridge. The Stormwater Detention Areas will remain open spaces and may hold water for extended periods. The Stormwater Detention Areas are intended to remain in a mostly natural state so their water levels and appearance will vary based on weather and other natural conditions. The Stormwater Detention Areas will be maintained by the Association in accordance with the plat of Pine Ridge. Any amenities constructed within the Stormwater Detention Areas are subordinate to the primary purpose of stormwater detention and use, occupancy, maintenance and upkeep of such amenities shall be secondary to stormwater detention.
- c. *Additional Common Areas.* The Developer or Association may designate any other areas, improvements, or features in Pine Ridge that are not contained within a Lot as Common Areas.

2.2 **Use & Enjoyment.** The Association, in its sole discretion, may establish rules or procedures for use and maintenance of the Common Areas. The Owners agree to use the Common Areas in conformance with the terms of these Covenants and any rules or procedures established by the Association. The Common Areas are not designed or intended as a playground or recreational area. Using and entering the Common Areas is at the sole and exclusive risk of the person entering the Common Area and the Association and Developer are not responsible for any damages or injuries resulting from use of the Common Areas.

2.3 **Damages.** Each Owner is responsible for any damage to the Common Areas that may be caused by the Owner, its family members, pets, lessees, assigns, invitees, licensees or guests. In the event of such damage, the Owner will be responsible for the full cost of repair, replacement, or maintenance as determined by the Association in its exclusive discretion, which will be assessed to separately and individually to the Owner in addition to other assessments contemplated hereunder and collected pursuant to Section 1.11.

2.4 Maintenance & Improvements. Unless otherwise agreed or specified, the Common Areas and any improvements, fixtures, or property contained therein shall be maintained by the Association. The Association will use its discretion to maintain the Common Areas and make any improvements the Association deems necessary. Provided, however, that, in no event shall the Association have any responsibility to protect, maintain, repair or replace any personal property of any Owner or any Owner's family members, lessees, assigns, invitees, licensees or guests placed within a Common Area.

2.5 Conveyance. On or before the Turnover Date, the Developer will convey the Common Areas, and any other property designated by the Developer, to the Association. Conveyance of the Common Areas and any designated property shall be accepted by the Association and not be refused for any reason.

### **SECTION THREE**

#### **Construction & Development**

3.1 Temporary Construction Easement. In addition to all platted utility easements, each Lot shall have a five foot (5') easement (each a "Temporary Construction Easement") running along the sides and rear of the Lot to allow access for constructing dwellings on adjacent Lots. The Temporary Construction Easement on a particular Lot shall be vacated upon completion of construction on the Lot adjacent to the easement. The Temporary Construction Easements are hereby granted for the purpose of allowing access to all parties necessary for the construction of dwellings, installation, construction or maintenance of utilities during construction of a dwelling, or for any other reason related thereto. The Owner of each lot is responsible for the repair and replacement of any landscaping, fence, concrete, sod, or improvement that may be impacted by work performed pursuant to this easement grant.

3.2 Neighborhood Promotion. The Owners acknowledge that the Developer is transforming Pine Ridge into a neighborhood with fantastic home values and a top-notch environment. The Owners understand and agree that collectively focusing on positive promotion of Pine Ridge will enhance the property value of all Owners. Accordingly, in order to assist with the neighborhood development and home construction process, and to allow the best opportunity to grow property values, the Owners agree to not publish, post, display, or disseminate through any medium, including social media or websites, any statement, comment, or opinion that, in the Developer or Association's exclusive opinions, negatively impacts Pine Ridge. The Association may levy a special assessment of One Hundred Dollars (\$100) per day for violations of this Section, which shall be collected pursuant to Section 1.11.

3.3 Social Media. To streamline neighborhood communication and promote inclusivity and involvement, only the Association may maintain social media or internet groups for Pine Ridge. The Owners agree not to create, join, or maintain any neighborhood internet group that is not authorized or managed by the Association (an "Unauthorized Internet Group"). In the event that an Unauthorized Internet Group is created, the Association shall have the right, in the Association's sole discretion, to levy a Special Assessment against any Owner(s) involved in the creation, operation, promotion or use of such Unauthorized Internet Group in amounts determined by the Association. Any Special Assessment levied pursuant to this Section 3.3 shall be collected pursuant to Section 1.11.

3.4 Noise. The Owners acknowledge and agree that Pine Ridge is one of the most popular half-acre developments in northeast Oklahoma, that steady construction activity will be present in Pine Ridge until all phases are complete, and that construction noise will be present year-round. Each Owner hereby waives any claims relating to timing or volume of construction activity (including music played during construction activities).

3.5 Traffic. Each Owner understands, acknowledges and agrees that construction vehicles may congest streets, create temporary blockages of streets, and drive over and upon areas outside of paved streets. Each Owner agrees to release and hold the Developer harmless against any claims for damage or injury related to construction traffic.

3.6 Trash & Debris. To help preserve the appearance of Pine Ridge, each Owner shall maintain its Lot in a at all times, in a neat, attractive, healthful, and sanitary condition in accordance with Section 5.3 herein and shall collect and discard any trash or debris on said Owner's Lot, regardless of the source of such debris.

3.7 Dirt & Silt. Each Owner acknowledges and agrees that dirt, dust, and silt may be temporarily present during construction activities within Pine Ridge and hereby releases and holds the Developer harmless from and against any claims of injury or damage related to the existence of such dirt, dust and silt.

3.8 Safety & Damage. Each Owner acknowledges and agrees that Owners are responsible for the safety and wellbeing of the person and property of each Owner and said Owner's family members, pets, lessees, assigns, invitees, licensees or guests. Each Owner hereby assumes the risk of damage to real and personal property of said Owner and said Owner's family members, lessees, assigns, invitees, licensees or guests, including damage to dwellings and vehicles, and injury or death of pets . Each Owner hereby releases and holds the Association and Developer harmless from an against any claims for injury or damage related to or arising out of any construction activities or natural elements in Pine Ridge, including, but not limited to, nails in tires, paint splatter, errant rocks, or wildlife.

3.9 Drainage. Each Owner acknowledges and agrees that Pine Ridge was engineered to ensure that each Lot receives and drains, in an unobstructed manner, the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. Each Owner further acknowledges and agrees that Owners of each Lot are responsible for maintaining the grading and landscaping features of the Lot (such as adequate sodding) necessary to allow storm and surface waters to flow over and across the Lot or drainage easement thereon, and that nothing shall be constructed, installed, or placed on a Lot which alters, impairs, or obstructs the flow of storm or surface waters. Each Owner further acknowledges and agrees that the engineered surface grading is very effective at preventing water from flowing against a dwelling, but it is impractical to expect surface grading to immediately drain water from yards after periods of rain. An Owner may install underground drains so long as such drains or the construction activities related thereto do not negatively impact the engineered drainage. Each Owner acknowledges and agrees that neither the Association nor the Developer is responsible for installing underground drainage facilities or making grading alterations on any Lot. In the event an Owner breaches or fails to perform its obligations under this Section, the Developer or the Association or any agent of either may enter upon any Lot to perform any work it deems necessary to

promote and ensure adequate drainage of storm and surface waters throughout Pine Ridge. The cost for any work performed by the Developer or the Association pursuant to this Section shall become a lien upon the lot and shall be subject to collection under the terms set forth in Section 1.11.

3.11 Views. Each Owner acknowledges and agrees that Pine Ridge is an evolving neighborhood, that views from a particular Lot may change as the neighborhood changes, and that no Lot or Owner has been granted any easement or other rights of unobstructed views of any type.

3.12 Model Homes. Each Owner acknowledges and agrees that model home traffic enhances the value of Pine Ridge. The Developer may, in the Developer's sole discretion, allow builders to operate model homes in Pine Ridge at any time and from time to time for as long as the Developer deems necessary. Each Owner acknowledges and agrees that the model homes are not an appropriate venue to submit questions or concerns regarding the development or home construction and shall not enter into any Lot containing any model home for any purpose other than viewing said model home.

## **SECTION FOUR**

### **Dwelling and Lot Improvements**

4.1 Plans and Specifications. A complete set of plans and construction specifications including materials for any structure proposed to be erected must first be submitted to the Association and written approval thereof obtained from the Association or its agent prior to the commencement of any construction upon each and all lots in Pine Ridge. Unless waived by the Association in writing, based on hardship, economic considerations or other reasons which will not interfere with the harmony of design or diminish the property values in Pine Ridge, the following standards shall apply to all dwellings in Pine Ridge:

4.2 Square Footage. All dwellings constructed in Pine Ridge shall have a minimum first floor living space of at least 2,800 square feet. Provided, however, that any two-story dwelling shall have a minimum living space of 3,200 square feet. For purposes of this Section 4.2, the calculation of "living space" shall be made by measurements over frame of the interior space of the dwelling exclusive of porches, patios, and garages.

4.3 Masonry. Dwellings shall have one hundred percent (100%) of the exterior walls thereof comprised of brick, stone, or stucco up to the first-floor plate. The area of all windows and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls including beneath covered porches.

4.4 Garages. Dwellings shall have attached garages suitable for accommodating a minimum of three (3) standard size automobiles. No transparent glass, plastic, or other non-opaque material shall be permitted in the garage doors. Carports shall not be permitted.

4.5 Driveways. Driveways into a lot from any street shall fully extend to the garage, be constructed of concrete and shall not be less than sixteen (16) feet in width. Parking spaces are not

permitted in the front yard of any Lot. Parking spaces constructed in allowable areas must be constructed of concrete. No driveway shall exceed 50% of the square footage of the front yard of the Lot upon which such driveway is to be constructed. Each Owner acknowledges and agrees that cracks will occur in all concrete surfaces, that all repair, maintenance, and replacement of concrete surfaces shall be the responsibility of the Lot Owner, and that any concrete cracks exceeding 1/4 inch in width or vertical displacement must be immediately repaired.

4.6 Mailboxes. Mailboxes shall be located at the street and approved by the Association. Each Owner is responsible for maintaining any mailbox constructed on its Lot in good condition and repairing any damage to the mailbox.

4.7 Roof Materials, Pitch. The roof pitch of any dwelling in Pine Ridge shall be a minimum of 9/12 over seventy-five percent (75%) of the roof area and shall not be less than 5/12 without written approval of the Association. Shingles shall be Tamko 30-year or longer Heritage laminated asphalt, black or gray color unless an alternative shingle is approved by the Association.

4.8 Sodding, Landscaping, & Exterior Decorations. Each Lot must be fully sodded and include a minimum of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) in landscaping improvements. Landscaping shall include a minimum of one tree, at least 2" in diameter, to be located in the front yard area not including flower beds and outside of the street reserve. If the tree dies it must be replaced within 6 months. Each Owner is responsible for maintaining the landscaping and sod on their Lot, and for making improvements or installing replacements as needed. The Developer is not responsible for the viability, success, or longevity of any landscaping or sod, including in the Common Areas. The Association, in its sole discretion, may require any landscaping or exterior decorations that are inconsistent with these Covenants and the plat of Pine Ridge to be modified or removed, and the Association has the perpetual right to enter onto any Lot to make improvements or perform maintenance it deems necessary consistent with these Covenants and the plat of Pine Ridge. In such event, the cost of such improvement or maintenance shall be assessed to the Owner of the Lot and collected pursuant to Section 1.11.

4.9 Outstructures. In addition to the requirements set forth by the City of Jenks, all outbuildings, including any detached garages, shall conform to the basic architectural styling of the dwelling, shall contain one hundred percent (100%) masonry, and shall be roofed to match the pitch requirements and shingles of the dwelling. Open-air children's playsets, similar in style to those offered by Jack Wills in Tulsa, are permitted. All enclosed children's playsets shall conform to the requirements for other outstructures. The garage door(s) of an outstructure may face the front street of the dwelling and shall conform to Section 4.3. Pergolas and pool structures must be professionally built and approved by the Association prior to the commencement of construction.

4.10 Exterior Paint Colors. All exterior paint colors shall consist of neutral or earth-tone colors, such as tan, beige, brown, cream, white, grey, or black. The Association may require the exterior of any dwelling to be repainted if the Association determines, in its exclusive opinion, that a paint color does not match the aesthetics and quality of other homes in Pine Ridge.

4.11 Exterior Windows. The color of all exterior windows shall be clay, bronze, or black.



4.12 Exterior Lighting. Dwellings shall have a minimum of three (3) permanent exterior lights around the garage doors or on the front elevation of the dwelling, such as coach lights or eave can lights.

4.13 Setback Lines. No buildings, structures, or parts thereof shall be constructed or maintained on Lots nearer to the property lines than the setback lines provided herein or shown on the plat of Pine Ridge. Unless otherwise provided by easement or setback lines shown on the plat of Pine Ridge, the minimum building setback lines for dwellings or other structures shall be:

Front yard:	25 feet
Side yard (Interior):	5 feet
Side yard abutting a street:	15 feet dwelling; 20 feet garage facing street
Back yard:	20 feet

4.14 Fences. Unless otherwise approved by the Association in writing, fences shall conform to the following standards:

- a. *Material*. All fences shall consist of HighPlains Ranch Post with black vinyl-wrapped chain link, ornamental iron or 6' high privacy fences constructed as cap and trim with steel posts. No other fence types shall be allowed, except that a four (4) foot privacy fence with cap and trim may be erected to conceal pool equipment, utilities and HVAC equipment attached to a dwelling.
- b. *Location*. No fence or wall other than retaining walls approved by the Developer shall be erected, placed, or altered on any Lot nearer to the street than the minimum set-back lines established herein. On Lots that are adjacent to two streets, the fence on the side yard shall be placed five feet from the property line. On Lots that are adjacent to only one street, no fence or wall shall be erected on such Lot closer to the street adjacent to the front yard than the main structure, and no fence or wall on any Lot shall exceed six (6) feet in height unless otherwise specified herein.
- c. *Maintenance*. Each Owners shall be responsible for maintaining the fence on their Lot in good condition and are exclusively responsible for any fence modifications that may be necessary. The Association shall have the perpetual right to enter onto any Lot to repair or improve a fence to a condition deemed acceptable by the Association, and the cost for such work assessed to the Owner and collected pursuant to Section 1.11.

4.15 Satellites. No satellite or antennae exceeding eighteen (18) inches in diameter shall be constructed or maintained on any Lot. Any satellite or antennae affixed installed on a Lot, whether affixed to the dwelling or not, must be placed on the side or rear of the dwelling.

4.16 Modifications. Each Owner is solely responsible for any costs required to alter or improve a dwelling or Lot to comply with these Covenants or the plat of Pine Ridge.

## SECTION FIVE

### **Lot Use and Restrictions**

5.1 **Lot Use.** Each Lot shall be used only for residential single-family purposes. An Owner and their immediate family may work from home, but no Lot shall be used for any business, commercial, or manufacturing purpose that, in the opinion of Association, negatively impacts traffic within Pine Ridge or creates an undesirable invitation to non-residents to enter Pine Ridge. No Lot may be subdivided to accommodate two (2) or more separate owners or dwellings. No structure shall be placed, altered, erected, or permitted to remain on any Lot which exceeds two (2) stories in height. No dwelling may be moved into Pine Ridge, and no structure of a temporary character may be used as a residence or dwelling. No mobile home shall be moved into or be present in Pine Ridge.

5.2 **Rentals.** Nothing in these Covenants shall be construed to prevent lease or transfer of a dwelling in Pine Ridge. Provided, however, that no dwelling may be leased for a period of less than six (6) consecutive months.

5.3 **Lot Maintenance.** Each Owner shall keep their Lots, at all times, in a neat, attractive, healthful, and sanitary condition. Each Owner is responsible for ensuring the grass, landscaping, and weeds on their Lot are cut to an attractive length and well maintained. Owners shall not permit the accumulation of garbage, trash or rubbish of any kind. All yard equipment or storage piles shall be kept screened from view of neighboring Lots, streets, or other property. The Association reserves the right to enter upon any Lot for the purpose of mowing, weed eating, edging, or other maintenance if a Lot is not being maintained in a manner consistent with these Covenants and the plat of Pine Ridge. The cost of such maintenance shall be assessed to the Owner and collected pursuant to Section 1.11.

5.4 **Storage & Waste.** Except for construction being performed by the Association and the Developer, no outside storage or keeping of building materials, tractors, mowers, equipment, implements, or salvage shall be permitted anywhere within Pine Ridge. Storage containers may not be kept on a driveway for more than five (5) days and shall not be permitted in yards or streets. Violations of this Section shall result in an assessment of One Hundred Dollars (\$100) per day, which shall be collected pursuant to Section 1.11.

5.5 **Vehicles, Trailers.** No RV, heavy-duty work vehicle, camper, trailer, motor home, off-road vehicle, boat, nor any other vehicle deemed unacceptable by the Association shall be kept, parked, or stood on any Lot, driveway, street, or any other location in Pine Ridge, except in a garage. Automobiles shall not be kept, parked, or stood on any yard or Common Area. Vehicles owned by any Owner shall not be parked or stood on any street. Guest, visitor or maintenance vehicles shall not be parked or stood on any street overnight, with the exception of the last two (2) weeks of November and December. Any violation of this section shall be subject to an assessment of One Hundred Dollars (\$100.00) per day, which shall be collected pursuant to Section 1.11.

5.6 Noise & Nuisance. No activity determined to be an annoyance or nuisance by the Association is permitted in Pine Ridge. No exterior speaker, horn, whistle, bell, or other sound device, except security and fire devices used exclusively for security and fire purposes, may be used anywhere in Pine Ridge. Activities expressly prohibited are those which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or pollution, or which are hazardous by reason of excessive danger, fire, or explosion. However, exterior speakers on the back patio and around a pool shall be permitted so long as the noise emitted does not offend or interfere with the use and enjoyment of any Owner of such Owner's Lot or the Common Area. The Construction & Development provisions set forth in Section Three are not subject to the restrictions in this Section 5.6.

5.7 Animals. A total of three (3) household pets ("Pets") may be kept on each Lot; exotic animals, livestock, and poultry are not considered to be Pets and may not be brought into Pine Ridge. Pets must be fenced in or kept on a leash and shall not become a nuisance or interfere with others' enjoyment of Pine Ridge. Owners are responsible for cleaning and picking up after their Pets.

5.8 Solar Panels; Wind Generators. Solar panels and wind generators are not permitted on any Lot or within any Common Area.

5.9 Swimming Pools. Above-ground pools are expressly prohibited including, but not limited to "temporary" or "inflatable" above-ground pools. Any in-ground pools must be maintained by the Owner of the Lot on which such pool is located and the use of any pool shall not interfere with the use and enjoyment of any Lot or Common Area.

5.10 Playsets & Trampolines. Children's playsets and trampolines are permitted so long as they are contained inside a fenced backyard. Playsets visible from adjacent Lots must be of similar style and quality to those sold by Jack Wills in Tulsa. All enclosed children's playsets shall conform to the requirements for other Outstructures.

5.11 Basketball Goals & Sports Equipment. One permanent basketball goal with clear-glass backboard may be installed for driveway use; basketball goals cannot be attached to a dwelling; portable basketball goals may not be kept in the driveway or front yard overnight. All basketball goals and sports equipment must be at least ten feet (10') away from the street.

5.12 Clothes Lines. The drying of clothes in public view is prohibited.

5.13 Air Conditioning Requirements. No window or wall-type air conditioning units shall be permitted.

5.14 Signs & Flags. Only two (2) signs may be displayed on a Lot at any time. A sign shall not be more than five (5) square feet and may only be used to advertise the sale or rental of said property, campaigning for a result in any political election, or supporting local school or recreational activities. Signs shall not be placed or displayed in the entryway or Common Areas, unless otherwise approved by the Association. Flagpoles are only permitted if affixed to the dwelling next to the entry; freestanding flagpoles are prohibited. The Association may enter upon a Lot to remove any sign or flag that is inconsistent with these Covenants. The Association or the Developer may display any signs or flags promoting Pine Ridge

and the sale of properties located therein and are not subject to the sign requirements outlined in this Section.

5.15 Holiday Decorations. Owners are permitted and encouraged to install exterior holiday decorations including, but not limited to, lights and other decorative features. Holiday decorations must be family friendly, securely installed, regularly maintained, and removed shortly after the holiday period has ended (Christmas decorations must be removed on or before January 7<sup>th</sup>). The Association reserves the right to require decorations to be removed for any reason and may enter upon any Lot to remove, resecure, or modify any decoration that is inconsistent with these Covenants with the cost to do so assessed to the Owner pursuant to Section 1.11.

5.16 Trash Containers & Collection. To promote the orderly and efficient collection of residential trash and waste, American Waste Control, by contract with the City of Jenks, will provide the exclusive trash collection service for Pine Ridge. Each Owner understands and acknowledges that using multiple trash companies creates confusion regarding pickup days and results in mismatched waste containers, and therefore is not permitted for any reason. This provision shall not apply to homes under construction or vacant Lots. Trash or waste containers shall not be left at the street for more than one (1) night.

## **SECTION SIX**

### **Developer's Reserved Rights**

6.1 In General. In addition to any rights or powers reserved to the Developer or granted to the Developer under the provisions of these Covenants, the Developer shall have the rights and powers set forth in this Section. In the event of inconsistency between any rights reserved under this Section Six and any other provision of these Covenants or documents generated by the Association, the provisions of this Section Six shall control. The rights reserved to the Developer outlined in this Section Six will terminate on the Turnover Date.

6.2 Amendments. Prior to the Turnover Date, the Developer shall have the right and power to amend these Covenants for any reason, including, but not limited to, amendments that: (i) bring any provision of these Covenants into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) are required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the property in Pine Ridge; (iii) enable any governmental agency or reputable private insurance company to insure mortgage loans on the property in Pine Ridge (iv) correct errors and make clarifications or additions to these Covenants or any other documents relating to Pine Ridge; or (v) modify or add provisions to these Covenants which the Developer believes, in its sole opinion, are desirable. After the Turnover Date, the Covenants may be amended by the affirmative vote of two-thirds (2/3rds) of the votes cast at any properly called meeting of the Association. No amendment shall be effective until properly recorded.

6.3 Construction. The Developer is hereby granted the right and power to make such improvements to any Lot owned by the Developer or any portion of the Common Areas that the Developer deems to be necessary or appropriate. The Developer may permit any builders or contractors access to all areas of Pine Ridge, subject only to such limitation and condition as the Developer may require. The Developer and its respective guests, agents, licensees, invitees, and contractors shall have the right of ingress and egress within Pine Ridge and the right to store construction equipment and materials without the payment of any fee or charge whatsoever.

6.4 Variance. The Developer, in its exclusive discretion, may grant any variance of the terms of these Covenants for any reason. The Developer shall have no liability for any variance granted pursuant to this Section 6.4.

6.5 Other Rights. Prior to the Turnover Date, the Developer shall have the right and power to execute all documents and do all other acts and things affecting Pine Ridge which the Developer determines are necessary or desirable, including, but not limited to, mortgaging property in Pine Ridge owned by the Developer or the Association.

## **SECTION SEVEN**

### **Miscellaneous**

7.1 Questions & Issues. The Association was established pursuant to the directive of the City of Jenks to streamline neighborhood management and reduce the burden of the City of Jenks. The Association's intent is to manage the neighborhood in a manner that maximizes the collective home values. Owners may not agree with all policies and decisions of the Association, but each Owner hereby agrees that any complaint relating to Pine Ridge made to an entity other than the Association, including the City of Jenks, will be viewed as a breach of these Covenants and will result in a Special Assessment levied against such Owner(s), which shall be collected pursuant to Section 1.11.

7.2 Enforcement & Dispute Resolution. Prior to taking any action to enforce these Covenants, an Owner shall make a good faith attempt to resolve the issue with the party against whom the Owner desires to enforce these Covenants. If such attempt at resolution is unsuccessful, the Owner must provide notice to the Association of the unsuccessful attempt to resolve the matter. Except for emergencies that will result in immediate and severe injury to persons or property, the Association shall have fourteen (14) days after receipt of said notice of the unsuccessful attempt to resolve the issue for the Association to make its own attempt to resolve the issue before any legal proceeding is commenced. Each Owner acknowledges and agrees that honoring the Association's fourteen (14) day resolution window is essential to preserving the decorum and civility of Pine Ridge. Breach of this Covenant by an Owner will result in a One Thousand Dollar (\$1,000) Special Assessment against such Owner, which shall be collected pursuant to Section 1.11. The prevailing party in any action to enforce the Covenants shall be entitled to an award of attorneys' fees, costs, and costs of the action.

7.3 No Waiver. The failure of the Developer or the Association to enforce any provision set forth in these Covenants or other governing documents of the Association shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these Covenants.

7.4 Insurance Right of Recovery. Each Owner shall obtain insurance coverage for the risk of injury and physical loss or damages of any kind to their real and personal property, and their invitees' personal property. The Association and each Owner hereby waive and release any and all claims which they may have against any Owner, the Association or the Developer, their respective employees and agents, for damage to any Lots, any dwellings, or any personal property located on a Lot, or within a dwelling, caused by fire or other casualty, to the extent that such damage is insurable by fire or other forms of casualty insurance, and to the extent possible, all such policies shall contain waivers of the insurer's rights to subrogation against said persons or entities.

7.5 Disclaimer of Warranty. Except as expressly provided in writing, the Developer makes no warranty, express or implied, relating to Pine Ridge, including, but not limited to, the Common Areas, stormwater drainage, design, materials, and workmanship. This disclaimer includes any express or implied warranty of merchantability, habitability, fitness for a particular purpose, or any other express or implied warranty.

7.6 Severability. Invalidation of any provision of these Covenants shall not affect any of the other provisions, which shall remain in full force and effect.

7.7 Binding Effect. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.

IN WITNESS WHEREOF, 141 Peoria, LLC, being the developer and owner of Pine Ridge, hereby approves the foregoing Declaration of Covenants, Conditions and Restrictions on November 1, 2024.

141 Peoria, LLC

By: \_\_\_\_\_  
Michael Lamb, Manager

STATE OF OKLAHOMA        )  
  ) ss.  
COUNTY OF TULSA        )

Before me, the undersigned, a Notary Public in and for said County and State, on this November 1, 2024, personally appeared Michael Lamb, 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 corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public