

AGENDA
JENKS PLANNING COMMISSION
6:00 P.M. THURSDAY, APRIL 18, 2024
211 NORTH ELM STREET, JENKS, OKLAHOMA 74037

I. CALL TO ORDER

II. ROLL CALL

III. BUSINESS

Official action can only be taken on items which appear on the agenda. The Planning Commission may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)

- 1.A. Approve minutes from the meeting held March 21, 2024

Documents:

[2024.03.21 PC MINUTES.PDF](#)

- 1.B. Approve JL 24-394: Request by Wallace engineering for a lot split. General Location: 10511 S Gum St

Documents:

1. [SR.JL 24-394 10512 S GUM.PDF](#)
 2. [JL 24-394 LOT SPLIT FINAL.PDF](#)
 3. [ESTATES AT STONE BLUFF.PDF](#)

- 1.C. Approve Preliminary/Conditional Final Plat for Frazier Meadows II and Minor Subdivision request to correct a scrivener's error. General Location: 131st & Harvard

Documents:

1. [SR.FINAL PLAT.FRAZIER MEADOWSIIPC 4.18.24.PDF](#)
 2. [FRAZIER MEADOWS II PLAT DOD.PDF](#)
 3. [COX.FRAZIER MEADOWS II FINAL PLAT APPROVAL.PDF](#)
 4. [FRAZIER MEADOWS II PLAT AND COV- 02-20-24.PDF](#)
 5. [FRAZIER MEADOWS PUD UPDATED TO FILED PLAT.PDF](#)

- 1.D. Approve Preliminary Plat for Riverfront South Centre. General Location: "K" Pl and

5th St

Documents:

1. [SR.RIVERFRONT SOUTH CENTRE PRELIMINARY PLAT.PDF](#)
2. [RIVERFRONT SOUTH CENTRE PRELIMINARY PLAT - DOD.PDF](#)
3. [RIVERFRONT SOUTH CENTRE FINAL PLAT APPROVAL.PDF](#)

2. Consideration and appropriate action relating to items removed from the Consent Agenda

IV. OTHER BUSINESS

1. Planning Updates

V. ADJOURNMENT

MINUTES
JENKS PLANNING COMMISSION
6:00 P.M. THURSDAY, MARCH 21, 2024
JENKS CITY HALL, 211 NORTH ELM STREET

The Jenks Planning Commission was called to order at 6:00 p.m. on February 22, 2024, by Chair Scott West. A roll call vote of members was taken as follows:

Present

Craig Bowman
Amy Bors
Greg Nixon
Ray Stephens
Rob Sellers
Chair Scott West

Absent

Gina Wilson

Business

Official action can only be taken on items which appear on the agenda. The Planning Commission may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
 - A. Approve minutes of the meeting held on February 22, 2024
 - B. Approve Preliminary Plat for 121st and Elm Complex by AAB Engineering. General Location: 121st and Elm.

Amy Bors made a motion to approve Item 1. Rob Sellers seconded the motion. A roll call vote of members was taken as follows:

YEA: Bowman, Bors, Nixon, Stephens, Sellers, West

NAY: None

Motion carried.

2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. JZ 24-690: Request by Robert Butler for approval of a Zone Change to DC (Downtown Core). General Location: 601 E Main St City Planner Marcaé Hilton introduced Item 3. Craig Bowman made a motion to approve Item 3. Ray Stephens seconded the motion. A roll call vote of members was taken as follows:

YEA: Bowman, Bors, Nixon, Stephens, Sellers, West
NAY: None

Motion carried.

4. Request by the City of Jenks for updates to Article 7 (Sign Standards), Article 8 (Subdivision Regulations), and Article 9 (Administrative Standards), Chapter 16 (Unified Development Ordinance) of the Jenks City Code

City Planner Marcaé Hilton introduced Item 4 and answered questions. Rob Sellers made a motion to approve Item 4, but keeping the current 1000' rules for billboards. Amy Bors seconded the motion. A roll call vote of members was taken as follows.

YEA: Bowman, Bors, Nixon, Stephens, Sellers, West
NAY: None

Motion carried.

Other Business

1. Planning Update – Demonstration of public maps – Marcaé Hilton gave an update.

Adjournment. The Jenks Planning Commission adjourned at 6:45 p.m.

To	Planning Commission
Hearing Date	April 18, 2024
Case Number	JL 24 – 394
Request	Lot Split
Location	10512 S. Gum
Applicant	Karl Fritchen, Wallace Engineering

Staff Report

Preparer | Marcaé Hilton

Attachments

☐ Site Plan

Preparer

Wallace Engineering

Background Information

STAFF COMMENTARY | The applicant brought this lot split request to the City in order to sell the property for new residential development on the site.

PLANNING DATA

REQUEST	Lot Split
ZONING	(RS1) Single-family Residential PUD 33
INTENDED USE	Single Family Home
PARCEL ID	60610822567600
LEGAL	ESTATES AT STONE BLUFF Plat No. 5802 Filed 08/27/04
Parent Tract	LTS 10 & 11 BLK 2
Tract "A"	2.19 Acres 95,396.4 (sqft)
Tract "B"	1.32 Acres 57,499.2 (sqft)
OWNER	WOODHAM, CORY T & MONICA J REV TR
PROP_ADD	10511 S GUM ST W
TR_SEC	8225
GROSS ACRES	3.51

Sec. 16-8-4. Subdivision Procedures.

(C) Lot Splits. Subdivisions containing three or fewer lots defined as "lot splits" in these regulations, may be excepted by City Council from all or part of the procedural provisions applicable for Major or Minor Subdivisions. The number of lots for purposes of determination of status as a lot split shall be counted cumulatively from the date of adoption of these regulations with respect to each parcel, provided that for the preservation of the spirit of these regulations, any and all parcels that have been similarly divided upon review of the Planning Commission under the provisions

of previous subdivision regulations shall be counted into the cumulative total for the determination of eligibility for consideration of a request for treatment as a lot split.

(1) Lot Split Review Requirements.

- ☐ Lot split application is complete.
- ☐ Lot split fees paid.
- ☐ Scaled drawing of lot split(s) provided.
- ☐ Drawing shows all existing and proposed lot lines. (see Plat)
- ☐ Drawing shows adjacent streets and street widths. (see Plat)
- ☐ Drawing shows existing access limitations.
- ☐ Drawing shows a north arrow and map scale.
- ☐ Lot dimensions and area either conform with UDO requirements of Variance of zoning code requirements have been obtained by Jenks Board of Adjustment.
- ☐ Public water and/or sanitary sewer is not available (appropriate tests shall be conducted by health department of its assigns to determine the proposed lots' suitability for a private sewer disposal device).
- ☐ If the lot split results in inadequate access to utility easements, dedication of easement has been provided.
- ☐ If the lot split results in inadequate access to public street, dedication of right-of-way has been provided.

(2) Procedure.

(a) Application for Lots Splits. Applications for lots splits shall include a scaled drawing showing:

- ☐ All existing and proposed lot lines,
- ☐ All existing buildings, and
- ☐ All improvements and their distances from lot lines, adjacent streets and street widths, existing access limitations,
- ☐ A north arrow, and map scale.

(b) City Action on Lot Splits. The City Planner, upon receiving a lot split application shall visually inspect the tract being split, notify the Planning Commission of the proposed lot split, review the proposed lot split in regard to the requirements of this UDO, prepare a recommendation concerning the proposed lot split and submit the matter for Planning Commission review and approval. If the lot split is approved by the Planning Commission and if a conveyance of interest of the created parcels is presented, the "Lot Split Approval Stamp" shall be affixed to the instrument of the transfer of interest and signed by the City Planner. Should the Planning Commission recommend that a lot split proposal be denied, the applicant may appeal to the Board of Adjustment for relief. Such appeal shall be by written petition and shall be accompanied by a fee as prescribed by ordinance.

(3) Approval Guidelines. Approval or denial of lot splits shall be based on the following conditions:

(a) Lot Characteristics.

- ☐ Lot dimensions and area shall either conform with UDO requirements or a Variance must be obtained from the Board of Adjustment.
- ☐ Where public water and/or public sanitary sewer is not available, appropriate tests shall be conducted by the health department or its assigns to determine the proposed lots suitability for a private sewage disposal device. Each proposed lot shall meet the minimum standards of the health department.

(b) Easements. Where a lot split will result in a lot having inadequate access to utility easements, dedication of easements will be required in accordance with the requirements of the Planning Commission.

(c) Access and Streets.

- ☐ Where a tract to be split is controlled by non-access provisions, no lot shall be approved where such provision will preclude access for said lot.

- The splitting of land shall provide each lot with access to a public street or highway, so that the convenience of the lot owner or user is assured.
- Where land to be split contains, within its boundaries, areas designated for street right-of-way on the Jenks City-County Major Street and Highway Plan, the split shall not be approved where street rights-of-way fail to conform to said plan except, upon a finding that:
 - (i) All utilities are in place and the additional right-of-way is not required for utility placement and,
 - (ii) The public has, by virtue of statutory easement suitable roadway dedication, right-of-way sufficient to allow the placement of pavement of a width necessary to meet the standards of the street plan for the particular street involved.



Figure 1: Zoning map of the parent tract.

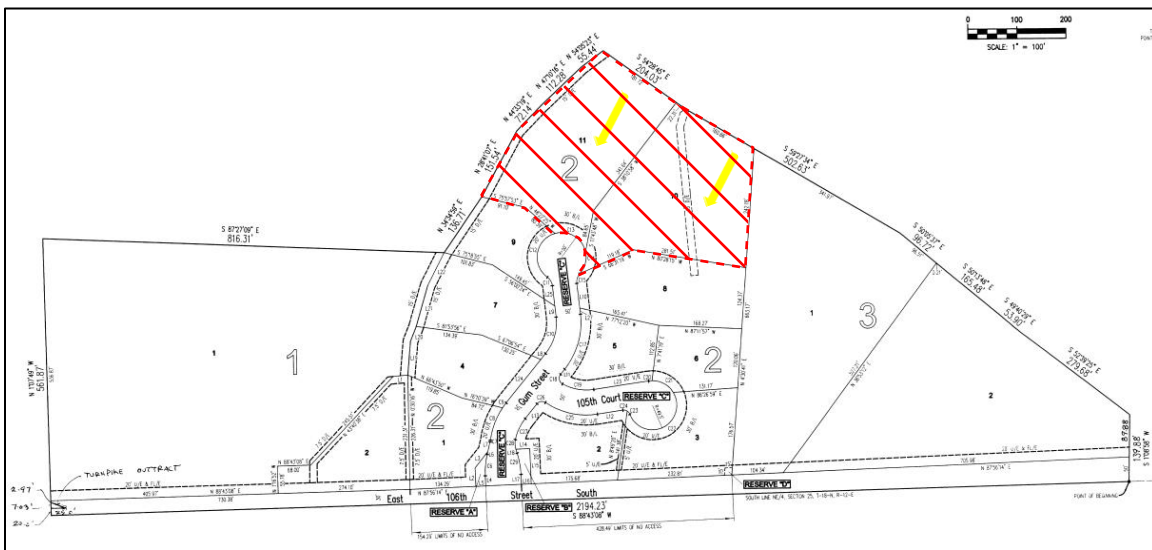


Figure 2: Estates at Stone Bluff Plat.

Staff Evaluation & Recommendation

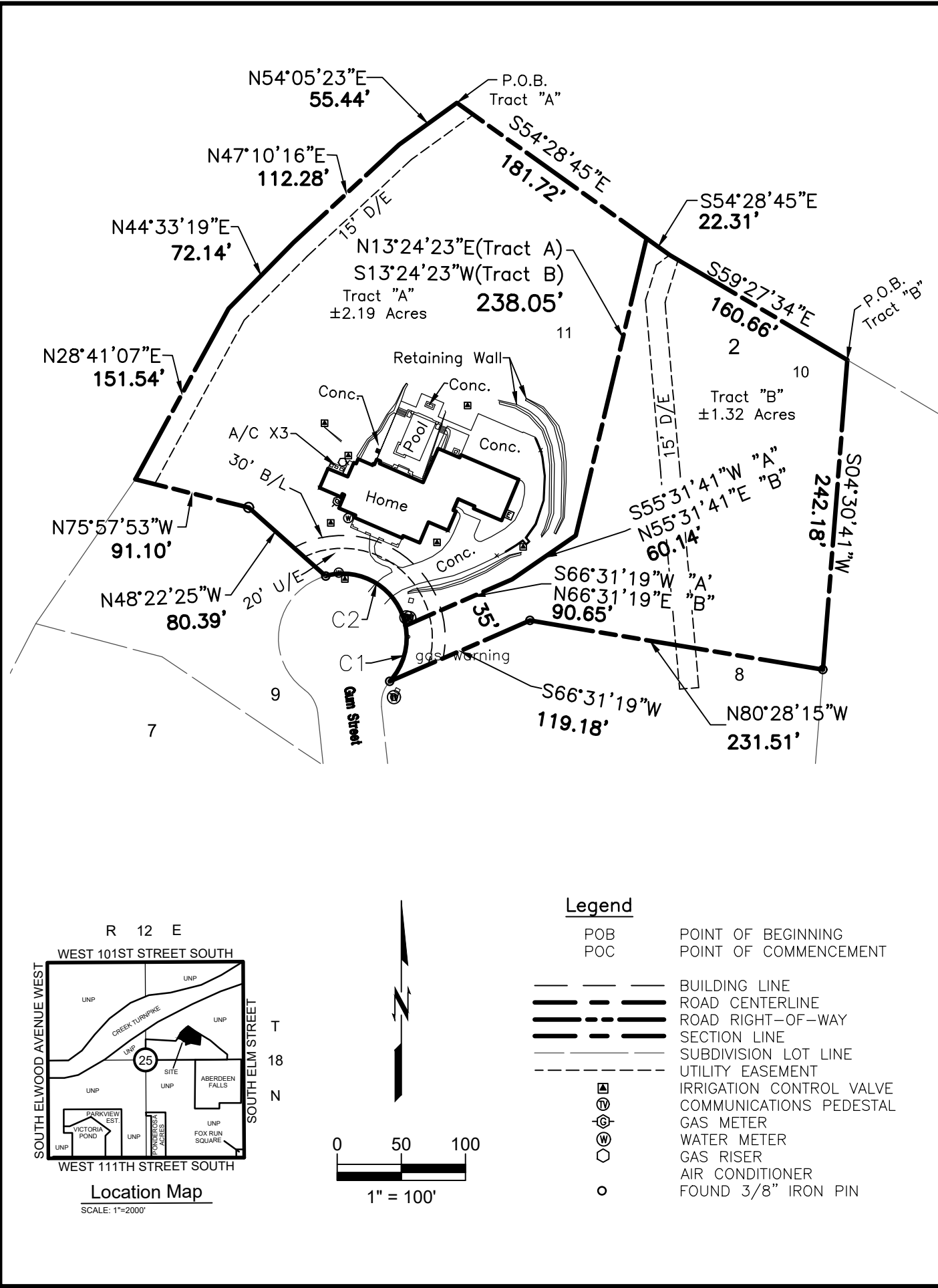
Evaluation | Staff and TAC recommend approval of the lot split request. The City of Jenks does not enforce private covenants, including but not limited to Deed of Dedication's, HOA regulations, or other. Platted easements cannot be encroached.

Table 3. Bulk and Area Requirements in the Agriculture District

	RS-1	PUD 33	Lot 1	Lot 2
Lot Width (min. ft.) (Length of Curve)	70	RS-1	82.02*	(35)*
*See UDO 16-3-2. Calculating dimensions (70/2=35FT.) Length of Curve				46.85
Lot Area (sqft)	10,000	10,000	95,396.4	57,499.2
Lot Area (DU/sqft)	10,000	10,000	>	>
Gum Street Front Yard Setback and Any Yard Abutting a Private Street	25	30	30	30+-
Side Yard (min. ft.) —One side yard	10	10	50+-	10+-
Side Yard (min. ft.) —Other side yard	15	25	90+-	25+-
Rear Yard (min. ft.)	25	25	206+-	25+-
Building Height (max. ft.)	35	45*	35	35
*No habitable portion of any dwelling may exceed 35 feet.				
Impervious Surface Coverage	45%	45%	?	45%

Recommendation | Staff and TAC recommend conditional approval of JL 24-394 with the following conditions:

1. Deeds are filed with Tulsa County.
2. Provide City Planner with copy of recorded Deeds.



Notes

1. ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY.
2. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT.
3. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!!)
4. THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NORTH LINE OF LOT 11 AS S54°28'45"E

Legal Description Parent

LOT TEN (10) AND ELEVEN (11), BLOCK TWO (2), THE ESTATES AT STONE BLUFF, A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Legal Description Tract "A"

LOT ELEVEN (11), BLOCK TWO (2), THE ESTATES AT STONE BLUFF, A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE S54°28'45"E FOR A DISTANCE OF 181.72 FEET; THENCE S13°24'23"W FOR A DISTANCE OF 238.05 FEET; THENCE S55°31'41"W FOR A DISTANCE OF 60.14 FEET; THENCE S66°31'19"W FOR A DISTANCE OF 90.65 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, A LENGTH OF 82.02 FEET, A CHORD DISTANCE OF 73.13 FEET WITH A CHORD BEARING N58°07'56"W; THENCE N48°22'25"W FOR A DISTANCE OF 80.39 FEET; THENCE N75°57'53"W FOR A DISTANCE OF 91.10 FEET; THENCE N28°41'07"E FOR A DISTANCE OF 151.54 FEET; THENCE N44°33'19"E FOR A DISTANCE OF 72.14 FEET; THENCE N47°10'16"E FOR A DISTANCE OF 112.28 FEET THENCE N54°05'23"E FOR A DISTANCE OF 55.44 FEET TO THE POINT OF BEGINNING.

Legal Description Tract "B"

LOT TEN (10) BLOCK TWO (2), THE ESTATES AT STONE BLUFF, A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE S04°30'41"W 242.18 FEET; THENCE N80°28'15"W FOR A DISTANCE OF 231.51 FEET; THENCE S66°31'19"W FOR A DISTANCE OF 119.18 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS 50.00 FEET, A LENGTH OF 46.85 FEET, A CHORD DISTANCE OF 45.15 FEET, WITH A CHORD BEARING N15°42'03"E; THENCE N66°31'19"E FOR A DISTANCE OF 90.65 FEET; THENCE N55°31'41"E FOR A DISTANCE OF 60.14 FEET; THENCE N13°24'23"E FOR A DISTANCE OF 238.05 TO THE POINT OF BEGINNING.

Surveyor's Statement

I, CLIFF BENNETT HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 8TH DAY OF MARCH, 2024.

BY: Cliff Bennett
CLIFF BENNETT, R.P.L.S. No.1815
MARCH 8, 2024
DATE OF STATEMENT

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C1	46.85	50.00	45.15	N15°42'03"E
C2	82.02	50.00	73.13	N58°07'56"W



wallace
design
collective

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858
oklahoma ca1460
exp: 6-30-25



LOT 10, 11
BLOCK 2
THE ESTATES AT
STONE BLUFF

10512 S. GUM ST. W.
JENKS, OK

DATE 3-8-24

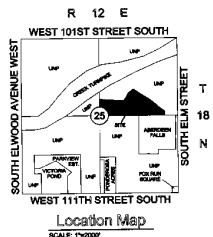
PROJECT NO. 2340682

SHEET NAME

EXHIBIT

SHEET NO.

1



Legend:

ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
UE = UTILITY EASEMENT
BL = BUILDING SETBACK LINE
DE = DRAINAGE EASEMENT
R.O.W. = RIGHT-OF-WAY
FLE = FENCE LINE EASEMENT

Monumentation:

ALL LOT CORNERS SHOWN ON THIS PLAT WERE EITHER SET USING AN IRON PIN WITH A CAP STAMPED R. WESLEY BENNETT L.S. 1982 OR FOUND IRON PINS WITH CAPS PLACED BY OTHERS.

Basis of Bearing:

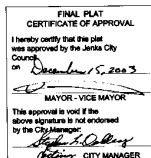
BASE OF BEARING IS ASSUMED USING THE SOUTH LINE OF THE NE 1/4 OF SECTION 25 AS S 89°43'00" W.

STATE OF OKLAHOMA) SS
COUNTY OF TULSA)

I, Karen 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 file instrument now on file in my office.

Dated this 20 day of August, 2004
Karen Wilson, Tulsa County Clerk

Deputy



CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$ 697.00 per trust receipt no. 5859 to be applied to 2004 taxes. This certificate is NOT to be construed as payment of 2004 taxes in full but is given in order that this plat may be recorded. 2004 taxes may exceed the amount of the deposit.

August 27, 2004
Tulsa County Treasurer
Deputy

PLAT No.
5802

The Estates at Stone Bluff

A SUBDIVISION OF PART OF THE NE 1/4 OF SECTION 25, TOWNSHIP 19 NORTH,
RANGE 12 EAST, CITY OF JENKS, TULSA COUNTY, OKLAHOMA

P.U.D. NO. 33

Owner/Developer:
Oak Properties, L.L.C.
6670 South Lewis Avenue, Suite 201
Tulsa, Oklahoma 74136
Phone: (918) 289-9007

Engineer/Surveyor:
R. Wesley Bennett
15155 East 680 Road
Inola, Oklahoma 74036
Phone: (918) 543-6463

SUBDIVISION CONTAINS SIXTEEN (16)
LOTS IN THREE (3) BLOCKS AND FOUR (4) RESERVE AREAS.

SUBDIVISION CONTAINS 28.6% TOTAL ACRES

BLOCK ONE (1) CONTAINS 8.706 ACRES
BLOCK TWO (2) CONTAINS 8.702 ACRES
BLOCK THREE (3) CONTAINS 7.173 ACRES
RESERVE "A" CONTAINS 0.025 ACRES
RESERVE "B" CONTAINS 0.038 ACRES
RESERVE "C" CONTAINS 1.120 ACRES
RESERVE "D" CONTAINS 0.066 ACRES

CURVE TABLE

NO.	BEARING	LENGTH	CHORD	ARC
1	N 87°27'00" E	816.31'	200.00'	100.00'
2	S 89°43'00" W	200.00'	100.00'	100.00'
3	N 87°27'00" E	816.31'	200.00'	100.00'
4	S 89°43'00" W	200.00'	100.00'	100.00'
5	N 87°27'00" E	816.31'	200.00'	100.00'
6	S 89°43'00" W	200.00'	100.00'	100.00'
7	N 87°27'00" E	816.31'	200.00'	100.00'
8	S 89°43'00" W	200.00'	100.00'	100.00'
9	N 87°27'00" E	816.31'	200.00'	100.00'
10	S 89°43'00" W	200.00'	100.00'	100.00'
11	N 87°27'00" E	816.31'	200.00'	100.00'
12	S 89°43'00" W	200.00'	100.00'	100.00'
13	N 87°27'00" E	816.31'	200.00'	100.00'
14	S 89°43'00" W	200.00'	100.00'	100.00'
15	N 87°27'00" E	816.31'	200.00'	100.00'
16	S 89°43'00" W	200.00'	100.00'	100.00'
17	N 87°27'00" E	816.31'	200.00'	100.00'
18	S 89°43'00" W	200.00'	100.00'	100.00'
19	N 87°27'00" E	816.31'	200.00'	100.00'
20	S 89°43'00" W	200.00'	100.00'	100.00'
21	N 87°27'00" E	816.31'	200.00'	100.00'
22	S 89°43'00" W	200.00'	100.00'	100.00'
23	N 87°27'00" E	816.31'	200.00'	100.00'
24	S 89°43'00" W	200.00'	100.00'	100.00'
25	N 87°27'00" E	816.31'	200.00'	100.00'
26	S 89°43'00" W	200.00'	100.00'	100.00'
27	N 87°27'00" E	816.31'	200.00'	100.00'
28	S 89°43'00" W	200.00'	100.00'	100.00'
29	N 87°27'00" E	816.31'	200.00'	100.00'
30	S 89°43'00" W	200.00'	100.00'	100.00'
31	N 87°27'00" E	816.31'	200.00'	100.00'
32	S 89°43'00" W	200.00'	100.00'	100.00'
33	N 87°27'00" E	816.31'	200.00'	100.00'
34	S 89°43'00" W	200.00'	100.00'	100.00'
35	N 87°27'00" E	816.31'	200.00'	100.00'
36	S 89°43'00" W	200.00'	100.00'	100.00'
37	N 87°27'00" E	816.31'	200.00'	100.00'
38	S 89°43'00" W	200.00'	100.00'	100.00'
39	N 87°27'00" E	816.31'	200.00'	100.00'
40	S 89°43'00" W	200.00'	100.00'	100.00'
41	N 87°27'00" E	816.31'	200.00'	100.00'
42	S 89°43'00" W	200.00'	100.00'	100.00'
43	N 87°27'00" E	816.31'	200.00'	100.00'
44	S 89°43'00" W	200.00'	100.00'	100.00'
45	N 87°27'00" E	816.31'	200.00'	100.00'
46	S 89°43'00" W	200.00'	100.00'	100.00'
47	N 87°27'00" E	816.31'	200.00'	100.00'
48	S 89°43'00" W	200.00'	100.00'	100.00'
49	N 87°27'00" E	816.31'	200.00'	100.00'
50	S 89°43'00" W	200.00'	100.00'	100.00'
51	N 87°27'00" E	816.31'	200.00'	100.00'
52	S 89°43'00" W	200.00'	100.00'	100.00'
53	N 87°27'00" E	816.31'	200.00'	100.00'
54	S 89°43'00" W	200.00'	100.00'	100.00'
55	N 87°27'00" E	816.31'	200.00'	100.00'
56	S 89°43'00" W	200.00'	100.00'	100.00'
57	N 87°27'00" E	816.31'	200.00'	100.00'
58	S 89°43'00" W	200.00'	100.00'	100.00'
59	N 87°27'00" E	816.31'	200.00'	100.00'
60	S 89°43'00" W	200.00'	100.00'	100.00'
61	N 87°27'00" E	816.31'	200.00'	100.00'
62	S 89°43'00" W	200.00'	100.00'	100.00'
63	N 87°27'00" E	816.31'	200.00'	100.00'
64	S 89°43'00" W	200.00'	100.00'	100.00'
65	N 87°27'00" E	816.31'	200.00'	100.00'
66	S 89°43'00" W	200.00'	100.00'	100.00'
67	N 87°27'00" E	816.31'	200.00'	100.00'
68	S 89°43'00" W	200.00'	100.00'	100.00'
69	N 87°27'00" E	816.31'	200.00'	100.00'
70	S 89°43'00" W	200.00'	100.00'	100.00'
71	N 87°27'00" E	816.31'	200.00'	100.00'
72	S 89°43'00" W	200.00'	100.00'	100.00'
73	N 87°27'00" E	816.31'	200.00'	100.00'
74	S 89°43'00" W	200.00'	100.00'	100.00'
75	N 87°27'00" E	816.31'	200.00'	100.00'
76	S 89°43'00" W	200.00'	100.00'	100.00'
77	N 87°27'00" E	816.31'	200.00'	100.00'
78	S 89°43'00" W	200.00'	100.00'	100.00'
79	N 87°27'00" E	816.31'	200.00'	100.00'
80	S 89°43'00" W	200.00'	100.00'	100.00'
81	N 87°27'00" E	816.31'	200.00'	100.00'
82	S 89°43'00" W	200.00'	100.00'	100.00'
83	N 87°27'00" E	816.31'	200.00'	100.00'
84	S 89°43'00" W	200.00'	100.00'	100.00'
85	N 87°27'00" E	816.31'	200.00'	100.00'
86	S 89°43'00" W	200.00'	100.00'	100.00'
87	N 87°27'00" E	816.31'	200.00'	100.00'
88	S 89°43'00" W	200.00'	100.00'	100.00'
89	N 87°27'00" E	816.31'	200.00'	100.00'
90	S 89°43'00" W	200.00'	100.00'	100.00'
91	N 87°27'00" E	816.31'	200.00'	100.00'
92	S 89°43'00" W	200.00'	100.00'	100.00'
93	N 87°27'00" E	816.31'	200.00'	100.00'
94	S 89°43'00" W	200.00'	100.00'	100.00'
95	N 87°27'00" E	816.31'	200.00'	100.00'
96	S 89°43'00" W	200.00'	100.00'	100.00'
97	N 87°27'00" E	816.31'	200.00'	100.00'
98	S 89°43'00" W	200.00'	100.00'	100.00'
99	N 87°27'00" E	816.31'	200.00'	100.00'
100	S 89°43'00" W	200.00'	100.00'	100.00'

LINE TABLE

NO.	BEARING	LENGTH
1	N 87°27'00" E	816.31'
2	S 89°43'00" W	200.00'
3	N 87°27'00" E	816.31'
4	S 89°43'00" W	200.00'
5	N 87°27'00" E	816.31'
6	S 89°43'00" W	200.00'
7	N 87°27'00" E	816.31'
8	S 89°43'00" W	200.00'
9	N 87°27'00" E	816.31'
10	S 89°43'00" W	200.00'
11	N 87°27'00" E	816.31'
12	S 89°43'00" W	200.00'
13	N 87°27'00" E	816.31'
14	S 89°43'00" W	200.00'
15	N 87°27'00" E	816.31'
16	S 89°43'00" W	200.00'
17	N 87°27'00" E	816.31'
18	S 89°43'00" W	200.00'
19	N 87°27'00" E	816.31'
20	S 89°43'00" W	200.00'
21	N 87°27'00" E	816.31'
22	S 89°43'00" W	200.00'
23	N 87°27'00" E	816.31'
24	S 89°43'00" W	200.00'
25	N 87°27'00" E	816.31'
26	S 89°43'00" W	200.00'
27	N 87°27'00" E	816.31'
28	S 89°43'00" W	200.00'
29	N 87°27'00" E	816.31'
30	S 89°43'00" W	200.00'
31	N 87°27'00" E	816.31'
32	S 89°43'00" W	200.00'
33	N 87°27'00" E	816.31'
34	S 89°43'00" W	200.00'
35	N 87°27'00" E	816.31'
36	S 89°43'00" W	200.00'
37	N 87°27'00" E	816.31'
38	S 89°43'00" W	200.00'
39	N 87°27'00" E	816.31'
40	S 89°43'00" W	200.00'
41	N 87°27'00" E	816.31'
42	S 89°43'00" W	200.00'
43	N 87°27'00" E	816.31'
44	S 89°43'00" W	200.00'
45	N 87°27'00" E	816.31'
46	S 89°43'00" W	200.00'
47	N 87°27'00" E	816.31'
48	S 89°43'00" W	200.00'
49	N 87°27'00" E	816.31'
50	S 89°43'00" W	200.00'
51	N 87°27'00" E	816.31'
52	S 89°43'00" W	200.00'
53	N 87°27'00" E	816.31'
54	S 89°43'00" W	200.00'
55	N 87°27'00" E	816.31'
56	S 89°43'00" W	200.00'
57	N 87°27'00" E	816.31'
58	S 89°43'00" W	200.00'
59	N 87°27'00" E	816.31'
60	S 89°43'00" W	200.00'
61	N 87°27'00" E	816.31'
62	S 89°43'00" W	200.00'
63	N 87°27'00" E	816.31'
64	S 89°43'00" W	200.00'
65	N 87°27'00" E	816.31'
66	S 89°43'00" W	200.00'
67	N 87°27'00" E	816.31'
68	S 89°43'00" W	200.00'
69	N 87°27'00" E	816.31'
70	S 89°43'00" W	200.00'
71	N 87°27'00" E	816.31'
72	S 89°43'00" W	200.00'
73	N 87°27'00" E	816.31'
74	S 89°43'00" W	200.00'
75	N 87°27'00" E	816.31'
76	S 89°43'00" W	200.00'
77	N 87°27'00" E	816.31'
78	S 89°43'00" W	200.00'
79	N 87°27'00" E	816.31'
80	S 89°43'00" W	200.00'
81	N 87°27'00" E	816.31'
82	S 89°43'00" W	200.00'
83	N 87°27'00" E	816.31'
84	S 89°43'00" W	200.00'
85	N 87°27'00" E	816.31'
86	S 89°43'00" W	200.00'
87	N 87°27'00" E	816.31'
88	S 89°43'00" W	200.00'
89	N 87°27'00" E	816.31'
90	S 89°43'00" W	200.00'
91	N 87°27'00" E	816.31'
92	S 89°43'00" W	200.00'
93	N 87°27'00" E	816.31'
94	S 89°43'00" W	200.00'
95	N 87°27'00" E	816.31'
96	S 89°43'00" W	200.00'
97	N 87°27'00" E	816.31'
98	S 89°43'00" W	200.00'
99	N 87°27'00" E	816.31'
100	S 89°43'00" W	200.00'

BENCH MARK #2 Hub & Tack in Stump on Site.
Stump Located on South Side of Block 2 Lot 3
Elevation 672.81

BENCH MARK #1 Located at the top nut on the Fire
Hydrant at the North East Corner of 106th & Elm.
Elevation 613.50

To	Scott West, Chair & Planning Commission
Hearing Date	April 18, 2024
Case Number	Final Plat for Frazier Meadows II + PUD Document Minor Subdivision Scrivener Error Correction for Frazier Meadows
Request(s) 2	Recommendation of approval of Final Plat Recommendation of approval of Scriveners Error
Location	NW Corner of East 131st Street and South Harvard Avenue
Applicant	Robert Bell, Bell Land Use

Staff Report

Preparer | Marcaé Hilton; BM

Attachments

- ☐ Plat Documents & Updated PUD
- ☐ Frazier Meadows Scriveners Error

Preparer

Robert Bell, Bell Land Use, INCOG
Robert Bell, Bell Land Use

Background Information

CITY COUNCIL APPROVAL | APRIL 20, 2021

PLANNING COMMISSION SUMMARY | APRIL 08, 2021

- JZ 21 PUD 116.mi1 – minor amendment to Frazier Meadows
 - Question about setbacks
 - Discussion on if rear setbacks should be placed on the plat
 - Approved 6-0-1 (One Planning Commissioner absent)
- Frazier Meadows final plat
 - Approved 6-0-1 (One Planning Commissioner absent)

STAFF COMMENTARY | The project is part of PUD 116 which was approved May 21, 2019 as a single-family residential subdivision “Frazier Meadows” was built in two phases. The original plat was preliminarily approved with PUD 116. However, the City Engineer and other Staff required the street alignment be shifted off the utility easement running diagonally across the parcel. The realignment of 130th Street triggered an amendment to PUD 116 and a revised Final Plat. The development will be built in two phases. Phase One has 101 single-family residential lots on public streets, and two reserves.

It will contain a large retention pond in the northwest corner of the property and will include green space, a pool, and clubhouse amenities as well as interior sidewalks and along the street frontage.

FRAZIER MEADOWS PHASE 1 HAD TWO (2) REQUESTS

- 1. Recommendation of approval of PUD 116 Minor Amendment
 - Realignment of 130th Street South
 - Change of Lot alignment in Block 4
 - Allow for smaller lot widths
 - Allow for alternate street design (small stub out streets)
 - Redesign of 128th
 - Accommodate Lot 11, Block 8
 - Accommodate future development to north | property to be purchased for gated development “Frazier Falls”

PLANNING DATA

Plat data	Frazier Meadows Phase I No. 7026 Filed 03/21/2022
	26.74 Acres
	100 Lots
	8 Blocks
	Frazier Meadows Phase II
	7.85 Acres
	3 Blocks
	○ Block 9 12 Lots ○ Block 10 8 Lots ○ Block 11 11 Lots

PLAT Note: Homes to face the most restricted building line.

TAC COMMENTS	April 04, 2024
	ONEOK
	There is an active gas line requiring an encroachment agreement.
	1. ONEOK has yet to receive it. 2. ONEOK needs a list of construction equipment and language 3. Provide copy of encroachment agreement with OneOK
	COJ, Marcaé Hilton
	4. Street names to align with UDO. a. Name will be changed accordingly. 5. Owner needs release letters.

6. Sidewalks are required internally and along street frontage.

City Council	Ward 5
Current Zoning	PUD 116 RS-2
Intended Use	Single-family Residential
Parcel ID	97305730539810
STR	Section 05, Township 17, Range 13
Comprehensive Plan	Medium Intensity Single-family
General Location	Northwest Corner of 131 st and Harvard
Site Area	9.50 Acres
Public Comment	None at the time of this staff report
Zoning Surrounding:	
North:	PUD 116 (Overlay) RS-2 Frazier Meadows
South:	AG Undeveloped and CS (Commercial Shopping) & PUD 49 RS-2 Providence Hills
West:	AG Agriculture-Undeveloped & RS-1 Single-family Sunrise Ridge
East:	RS-1 Two Single-family residential properties (One home built)

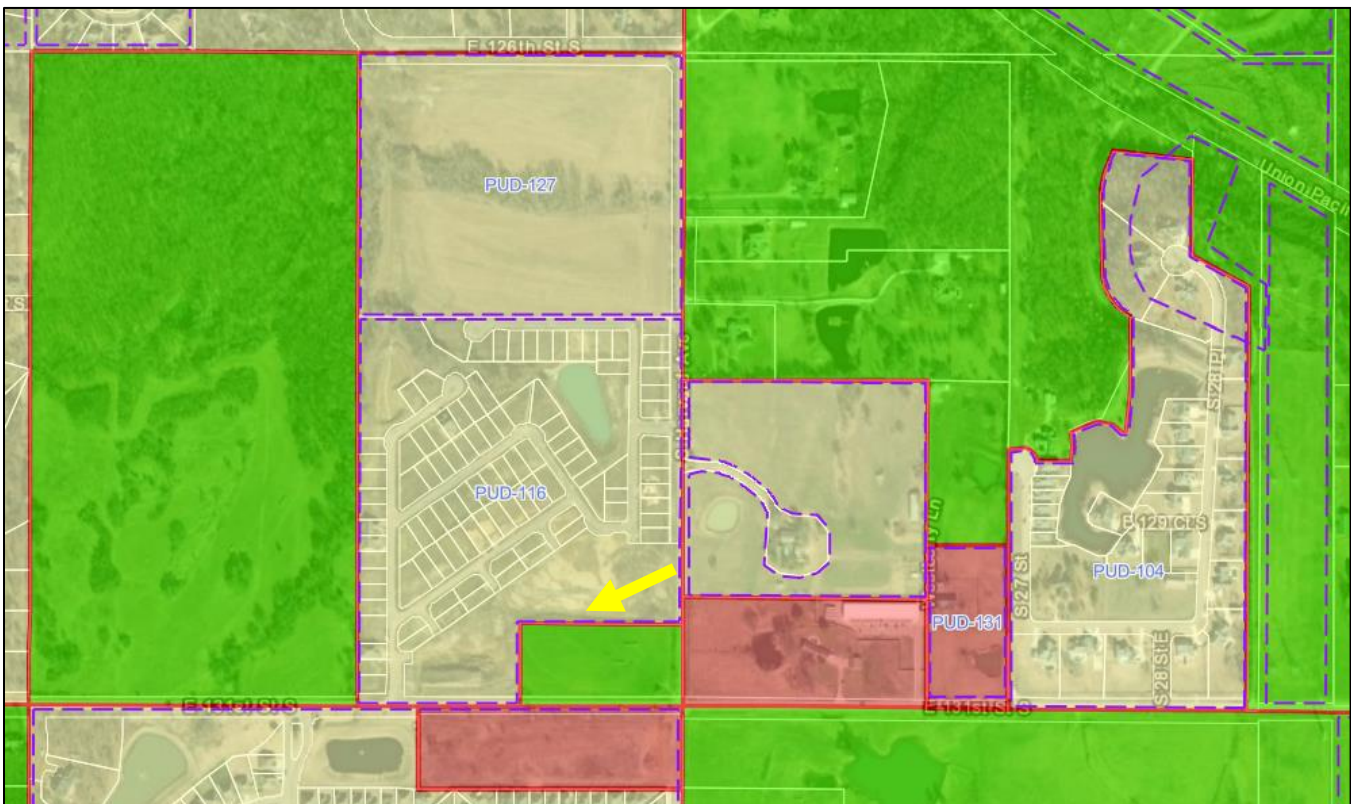


Figure 1: ZONING MAP

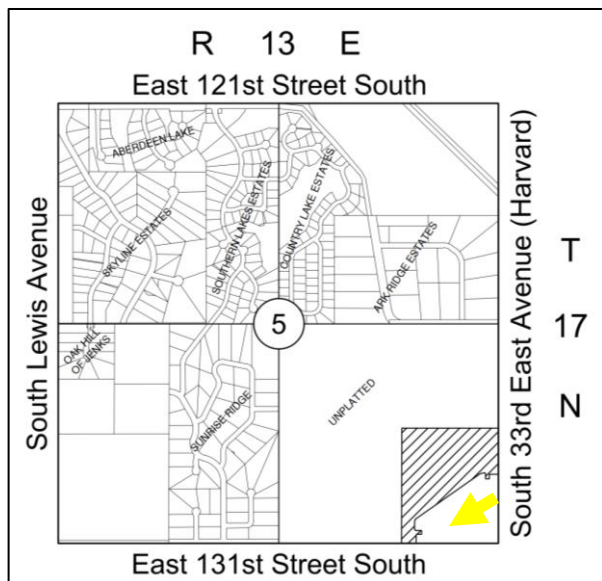


Figure 2: Site Map

Staff Evaluation & Recommendation

EVALUATION | The Frazier Meadows subdivision is well underway. They are in need of platting to continue and finalize the legal requirements of development for phase II. There are two requests, both fit the current Comprehensive Plan and do not pose an adverse impact to the surrounding properties. The plat scriveners' errors require clean up through the Minor Subdivision process, errors occurred during the minor amendment changes to the street design as related to existing utilities and easements. Approving these requests will allow the developer to file the Frazier Meadows Phase II plat and move into the building phase of development.

RECOMMENDATION | 2 ACTIONS

Staff and TAC recommend conditional approval of the Final Plat of Frazier Meadows Phase II per staff recommendations, TAC recommendations, and any outstanding UDO requirements.

Staff and TAC recommend approval of Minor Subdivision request to correct a scrivener's error.

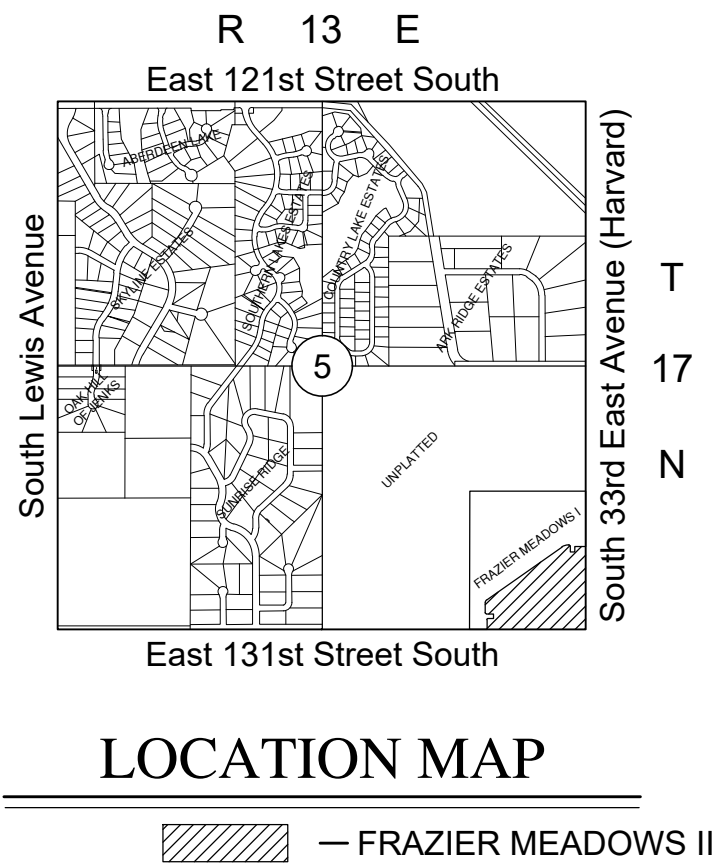
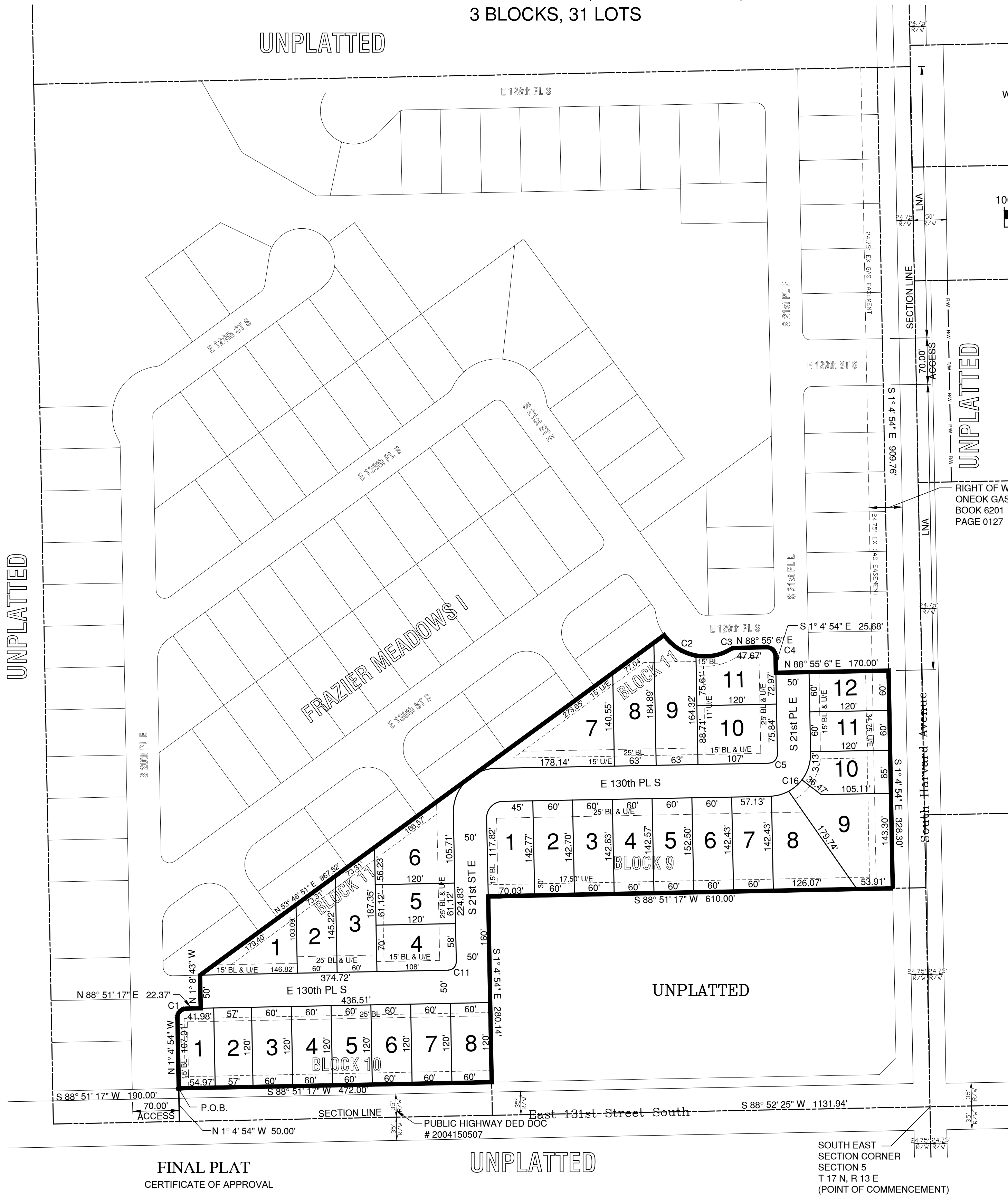
BLOCK 9 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
1	9,865.79	
2	8,563.94	
3	8,559.95	
4	8,555.96	
5	8,551.98	
6	8,547.99	
7	8,544.06	
8	11,254.62	
9	15,192.10	
10	7,956.09	
11	7,200.00	
12	7,200.00	

BLOCK 11 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
1	7,568.09	
2	7,449.24	
3	9,976.91	
4	8,369.10	
5	7,334.00	
6	11,988.42	
7	14,079.99	
8	10,251.48	
9	11,296.78	
10	10,616.72	
11	9,783.78	

BLOCK 10 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
1	6,206.93	
2	7,208.14	
3	7,208.14	
4	7,208.14	
5	7,208.14	
6	7,208.14	
7	7,208.14	
8	7,208.14	

FRAZIER MEADOWS II

PLANNED UNIT DEVELOPMENT NO. 116
PART OF THE SE/4 OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 13 EAST,
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA
3 BLOCKS, 31 LOTS



LEGAL DESCRIPTION

A TRACT OF LAND BEING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE S88°52'25"W ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 1131.94 FEET TO A POINT; THENCE N01°04'54"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N01°04'54"W FOR A DISTANCE OF 107.01 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET, A CHORD DISTANCE OF 18.37 FEET WITH A CHORD BEARING N43°53'12"E; THENCE N88°51'17"E FOR A DISTANCE OF 22.37 FEET; THENCE N01°08'43"W FOR A DISTANCE OF 50.00 FEET; THENCE N53°46'51"E FOR A DISTANCE OF 867.52 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A LENGTH OF 113.04 FEET, A CHORD DISTANCE OF 102.64 FEET WITH A CHORD BEARING S78°10'64"E; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, WITH A LENGTH OF 6.87 FEET, A CHORD DISTANCE OF 6.79 FEET WITH A CHORD BEARING N73°46'55"E; THENCE N88°55'06"E FOR A DISTANCE OF 47.67 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.38 FEET WITH A CHORD BEARING S46°04'54"E; THENCE S01°04'54"E FOR A DISTANCE OF 25.68 FEET; THENCE N88°55'06"E FOR A DISTANCE OF 170.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 328.30 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 610.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 280.14 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 472.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 7.85 ACRES, MORE OR LESS.

HOMES TO FACE THE MOST RESTRICTED BUILDING LINE.

LEGEND

U/E = UTILITY EASEMENT
W/E = WATER LINE EASEMENT
L/E = LANDSCAPE EASEMENT
R/W = RIGHT OF WAY
BL = BUILDING LINE
LNA = LIMITS OF NO ACCESS
ACC = LIMITS OF ACCESS
POB = POINT OF BEGINNING
ODE = OVERLAND DRAINAGE EASEMENT
F/E = FENCING EASEMENT
P R/W = PIPE LINE RIGHT OF WAY
R/W DED = RIGHT OF WAY DEDICATION PER COVENANTS

ENGINEER

RK and Associates, PLC
9910 South Hudson Place
Tulsa, Oklahoma 74137
Richard Kosman, P.E.
Phone: 918(277-4784)
rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2025

SURVEYOR

Wallace Design Collective
Bennett Surveying, Inc.
P.O. Box 848
Chouteau, Oklahoma 74337
Phone: 918(935-0350)
Certificate of Authorization No. 4502
Expires June 30, 2025



FINAL PLAT CERTIFICATE OF APPROVAL

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

MAYOR - VICE MAYOR

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

CITY MANAGER

MONUMENT NOTES

3/8" IP WITH CAP
AT ALL LOT CORNERS

BENCHMARK

THE DATUM IS
NAVD88

OWNER

Frazier Meadows, LLC
10545 South Memorial Drive
Tulsa, Oklahoma 74133

Deed of Dedication and Restrictive Covenants

Frazier Meadows II

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Frazier Meadows II, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer," is the Owner/Developer of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to wit:

A TRACT OF LAND BEING IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE S88°52'25"W ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 1131.94 FEET TO A POINT; THENCE N01°04'54"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N01°04'54"W FOR A DISTANCE OF 107.01 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET, A CHORD DISTANCE OF 18.37 FEET WITH A CHORD BEARING N43°52'57"E; THENCE N88°51'17"E FOR A DISTANCE OF 22.37 FEET; THENCE N01°08'43"W FOR A DISTANCE OF 50.00 FEET; THENCE N53°46'51"E FOR A DISTANCE OF 867.52 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A LENGTH OF 113.04 FEET, A CHORD DISTANCE OF 102.64 FEET WITH A CHORD BEARING S78°10'64"E; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, WITH A LENGTH OF 6.87 FEET, A CHORD DISTANCE OF 6.79 FEET WITH A CHORD BEARING N73°46'55"E; THENCE N88°55'06"E FOR A DISTANCE OF 47.67 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.29 FEET WITH A CHORD BEARING S45°47'22"E; THENCE S01°04'54"E FOR A DISTANCE OF 25.68 FEET; THENCE N88°55'06"E FOR A DISTANCE OF 170.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 328.30 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 610.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 280.14 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 472.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 7.85 ACRES, MORE OR LESS.

And does hereby certify that the Owner/Developer has caused the same above described land to be surveyed, staked, platred, dedicated and access rights reserved, and subdivided into Eight (8) Blocks, One Hundred (100) Lots, Reserves "A" & "B", and Streets in conformity with the accompanying plat and has designated the same as "Frazier Meadows II", an Addition to the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

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, and the beneficiaries of the covenants set forth in Section 1 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 owners of any property within the Subdivision and by the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only.

Section 1 Streets and Utility Easements

1.1 The Owner/Developer does hereby dedicate for public the north and west 50 feet from the section lines associated with East 131st Street South and South Harvard Ave. use for streets and utility purposes including the utility easements as depicted on the accompanying plat as "U/E" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including 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 and its assigns hereby reserves the right to construct, maintain, operate, lay and re-lay water lines, sewer lines, storm sewer lines, and other services, 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 and/or storm sewer services to the area included in the plat; provided the interior streets as depicted on the accompanying plat are herein designated as public streets for access and maintenance purposes for the common use and benefit of the property owners within the residential subdivision. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each property 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 therein shall be deemed to prohibit drives, parking areas, curbing, fencing and landscaping that do not constitute an obstruction.

1.2 All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

1.1 Electric, Telephone, Cable Television and Other Utility Services

1.1.1 Street light poles and standards shall be served by underground cable. All supply lines in the Subdivision, including electric, telephone, cable television and gas lines shall be located underground, in the easement-ways dedicated for general utility services and in the public streets as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

1.1.2 Underground service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, gas main or transformer to the point of usage determined by the location of construction of such structures as may be located upon the lot, provided that, upon installation of a service line to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on the lot, covering a five-foot strip extending 2.5 feet on each side of the service line, extending from the service pedestal, gas main or transformer to the service entrance on the structure. This easement shall terminate when said service line is no longer in use by the supplier.

1.1.3 The supplier of electric, telephone, cable television, gas and other utility services, through its agents and employees, shall at all times have right of access to all utility easements depicted on the attached 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 or other utility services installed by the supplier of the utility service.

1.1.4 The owner of the lot shall be responsible for the protection of the underground electric, telephone, cable television, gas and other utility service facilities located on their property, and shall prevent the alteration of grade or any construction activity which may interfere with the electric, telephone, cable television, gas and other utility service facilities. The supplier of service shall be responsible for ordinary maintenance of the 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. Said alterations of grade and limitation of construction activities shall be limited to easements and does not apply to areas outside of the easements designated on the Plat.

1.1.5 The foregoing covenants concerning underground electric, telephone, cable television facilities and other services shall be enforceable by the supplier of the electric, telephone, cable television service or other services, and the owner of the lot agrees to be bound hereby.

1.1.6 The ONEOK Gas Transportation, L.L.C., 50 Foot wide pipeline Right-of-Way as shown on the face of the plat and referenced by Book 6201 Page 0127 shall be for the exclusive use of the pipeline right-of-way holder and shall not be used by any other utility provider without written consent of the easement holder. No lake, pond, building or other structure of permanent nature may be constructed upon or over said easement without written consent of the easement holder.

1.2 Water and Sanitary Sewer Service

1.2.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, or public sanitary sewer main. Waterlines less than 6" diameter and sanitary sewer lines less than 8" diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the lot owner served by said service lines. 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 or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Further, each owner shall pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors, including but not limited to damages, repair or relocation caused by the alteration of grade.

1.2.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sewer mains, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.2.3 The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment to all such easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.2.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of each lot agrees to be bound hereby.

1.3 Gas Service

1.3.1 The supplier of gas service shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of gas facilities installed by the supplier of gas service.

1.3.2 The owner of each lot shall be responsible for the protection of the underground gas facilities located on their lot, and the alteration of grade or any construction activity which may interfere with the underground gas facilities shall be prohibited. The supplier of service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or their agent or contractors.

1.3.3 The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and the owner of the lot agrees to be bound hereby.

1.4 Landscaping and Other Improvements within Easements

1.4.1 The owner of the lot affected shall be responsible for the repair of any landscaping, paving, interior fencing or other improvements affected by necessary maintenance of water, 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 supplier of utility service shall use reasonable care in the performance of such activities.

1.4.2 The Frazier Meadows Homeowners Association shall be responsible for Perimeter Fencing along East 131st Street South & South Harvard Avenue. Including Entrance Fencing, Landscaping & Utilities associated with (Entrance Signing, Lighting, Irrigation & Landscaping).

1.5 Streets

1.5.1 Minimum right-of-way width on the main collector street will be 50 feet All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

Section 2 Planned Unit Development Restrictions

2.1 "Frazier Meadows II" was filed as a planned unit development (Designated as PUD NO 116) which was approved by the City of Jenks City Council on MAY 21st, 2021. The planned unit development provisions of the City of Jenks zoning code, require the establishment of covenants of record inuring to and enforceable by the City of Jenks, sufficient to assure the implementation and continued compliance with the PUD, and any amendments thereto. 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.

2.2 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.

2.1 Planned Unit Development

2.1.1 WHEREAS, "Frazier Meadows II" was submitted as part of a Planned Unit Development (PUD 116) as provided within the Jenks Zoning Code prior to December 22, 2023. Any PUD Overlay District Amendments transpiring after December 22, 2023 shall be as processed as provided within Section 16-9-8 (J) Amendments to Approved Planned Unit Development of the Unified Development Ordinance (UDO) of the City of Jenks.

2.1.2 WHEREAS "Frazier Meadows II" was filed as a planned unit development (Designated as PUD NO 116) which was approved by the City of Jenks City Council on MAY 21st, 2021, and

2.1.3 WHEREAS, PUD 116 and subsequent PUD Amendments establish the allow uses and development standards,

2.1.4 WHEREAS, the details and subsequent PUD Amendments can be found at the City of Jenks, Oklahoma.

Section 3 Surface Drainage

3.1 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 private 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/her lot. The foregoing covenants set forth in this sub-section shall be enforceable by any affected lot owner and by the City of Jenks, Oklahoma.

Section 4 Reserve Areas, Perimeter Fencing and Landscaping

4.1 Reserve Area "A"

4.1.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, OK, the owner/developer does hereby establish and grant perpetual utility and drainage easement on, over, and across Reserve " A ". Except for area constructed with Swimming Pool and Community Center. Reserve "A" shall also be used for Clubhouse, Swimming Pool, Community Center, Open Green Space, Walkways and Vehicle Parking.

4.1.2 In the event the Owner/Developer or the Homeowners Association, after receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserve "A" as above set forth, the City of Jenks, OK, may file of record a copy of the statement of costs. Thereafter, the costs shall be a lien against each residential lot within Frazier Meadows II. Provided however, the lien against each residential lot shall be limited to 1/148 of the costs. The City of Jenks or the Jenks Public Works Authority may then collect such costs by adding such costs to residential lot owner's water billing fees within Frazier Meadows II.

4.1.3 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.1.4 In addition to above described purposes and restrictions of Reserve "A", this area shall additionally serve as recreational open space for residents of Frazier Meadows II, and access to utilities.

4.1.5 Clubhouse & Community Center shall meet the same Design Requirements of the Houses and be of compatible Architectural Design.

4.2 Reserve Area "B"

4.2.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, OK, the owner/developer does hereby establish and grant perpetual utility and drainage easement on, over, and across Reserve " B ". Reserve "B" shall also be used as a recreational open space Playground and/or Dog Park.

4.2.2 In the event the Owner/Developer or the Homeowners Association, after receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserve "B" as above set forth, the City of Jenks, OK, may file of record a copy of the statement of costs. Thereafter, the costs shall be a lien against each residential lot within Frazier Meadows II. Provided however, the lien against each residential lot shall be limited to 1/148 of the costs. The City of Jenks or the Jenks Public Works Authority may then collect such costs by adding such costs to residential lot owner's water billing fees within Frazier Meadows II.

4.2.3 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.2.4 In addition to above described purposes and restrictions of Reserve "B", No Buildings shall be constructed in this area.

4.2.5 Fencing

4.3 Conveyance and Maintenance of All Reserve Areas

4.3.1 All Reserve Areas shown on the accompanying Plat are reserved for subsequent conveyance to a Homeowners Association comprised of the owners of residential lots within the subdivision as set forth under Section 6. The Homeowners Association shall perform all maintenance to the extent necessary to achieve the intended purpose of each Reserve Area. Maintenance shall be at the cost of the applicable Homeowners Association as set forth under Section 6.

Section 5 Limits of No Access

5.1 The Owner/Developer and each owner of a lot hereby relinquishes rights of vehicular ingress or egress from any portion of the property within the bounds designated as "limits of no access" (L.N.A.) on the accompanying plat, which "limits of no access" may be amended or released by the Jenks planning commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

Section 6 Homeowners Association

6.1 Frazier Meadows Homeowners Association: The Owner/Developer shall cause to be formed in conjunction with "Frazier Meadows" an association of the owners of the lots within this plat hereinafter referred to as the "Frazier Meadows Homeowners Association" to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas including, but not without limitation, common areas, landscaping, fencing, reserves, detention facilities, and enhancing the value, desirability and attractiveness, as well as the maintenance of the right of way along and adjacent to the property along 131st Street.

6.2 Membership: Every person or entity who is a record of the fee interest of a lot shall be a member of the Frazier Meadows Homeowners Association. Membership shall be mandatory and 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 Frazier Meadows Homeowners Association as of the date of its incorporation, or as in time of the date of recording of the deed, whichever occurs last.

6.3 Covenant of Assessment: The owner and each subsequent owner of a lot, by acceptance of a deed therefor, covenants and agrees to pay to the Frazier Meadows Homeowners Association dues and assessments to be established by the Owner/Developer or the board of directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot. Notwithstanding anything herein to the contrary, Owner/Developer shall not be obligated to pay any assessment on any lot within Frazier Meadows owned by the Owner/Developer until the Class B Membership as provided in the By-Law of the Homeowners Association shall have terminated.

6.4 Uniform Rate of Assessment: Both annual and special assessments shall be fixed at a uniform rate for each Lot, provided however, that Lots owned by the Developer shall not be subject to assessment during Developer's ownership of the Lot.

6.5 Certificate of Assessment: The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon the Homeowners Association as of the date of its issuance.

6.6 Non-payment Remedies: An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, not to exceed the maximum rate of interest allowed by law, and the Homeowners Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property, or both, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or abandonment of his Lot.

6.7 Certain Rights of the Association: Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a property owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a property owner.

Section 7 Architectural Committee and Private Restrictions

7.1.1 An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Owner/Developer and his appointed shall be the designated Architectural Committee. If the Owner/Developer is unable to fulfill this duty, his designated heirs and assignees will serve as the Architectural Committee. The Owner/Developer or committee may appoint additional members. At a point agreeable to Owner/Developer, a duly elected Architectural Committee shall be formed consisting of members of the Frazier Meadows II Homeowners Association. No building, fence, wall, free-standing mailbox or any other improvements or structure may be commenced, erected, constructed or placed on any lot in the Subdivision without the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall be submitted in duplicate and shall include, at a minimum, the following, as applicable, with regard to each improvement to be constructed on any lot in the Subdivision, which must be approved in writing prior to submittal to the City of Jenks for a Building Permit.

- i) An accurate site plan including structure designs
- ii) All square footage shall be stated on the building plans submitted to the Architectural Committee;
- iii) Any other plans or information requiring the approval of the City or the Jenks Planning Commission pursuant to Section II of this Deed of Dedication;
- iv) Details regarding the composition of all roofing and external building materials, including color schemes;
- v) Drainage and grading plans; and
- vi) Any other plans or details required by the Architectural Committee.

In passing upon 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, the harmony thereof with the surrounding buildings and lots and the effect of the building or other structures as planned on the view from the adjacent or neighboring lots.

7.1.2 In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted as herein required within twenty (20) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected, and the harmony thereof with the surrounding area.

7.1.3 The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

7.2 Carports are not permitted.

7.3 FENCING:

7.3.1 All fencing plans including material must be pre-approved by the Architectural Committee.

7.3.2 Fences may not exceed 6 feet in height, except developer-installed perimeter fence.

7.3.3 Interior fencing or walls shall not extend beyond each end corner of the residence. Corner lots shall be permitted to extend fencing in a side yard abutting a public street to a point no closer than 7.5' of the property line. There shall be concrete curbing along the entire length of the subdivision perimeter fencing. Fence to be capped and trimmed and built using steel posts.

7.3.4 Perimeter fencing along Harvard Avenue and East 131st Street shall be completed prior to release of any occupancy permits.

7.4 DRIVEWAYS:

7.4.1 Driveway width shall not exceed the overall width of the garage. Building plans and/or all requests must be approved by Architectural Committee.

7.4.2 Driveways are required on each lot, and shall be constructed of all-weather surface such as concrete, brick, or other masonry materials acceptable to the Architectural Committee. Driveways must extend from street to garage door opening.

7.5 Pre-existing Buildings: No pre-existing or off-site pre-built residence or building may be moved onto any lot; provided however, that the Owner/Developer of the subdivision, may maintain a sales office in a temporary structure for the sale of lots in the subdivision.

7.6 Out Buildings: No outbuildings or accessory buildings are allowed without the written permission from the Architectural Committee. If approved by the Architectural Committee, all outbuildings and accessory buildings must be constructed utilizing the same exterior materials, design and colors as the primary residence.

7.7 Pools: Above ground swimming pools are prohibited. Pools must be in-ground with spas in or above ground. Lots with in-ground swimming pools shall have sufficient security fencing as required by City of Jenks Code or any other city, county, state or other law or regulation applicable thereto. Swimming pool ancillary equipment shall be shielded from view from the street and adjacent lots.

7.8 Antennas: No exterior radio or television tower, aerial or antenna shall be located upon any lot; provided however, a satellite dish no greater than 3 feet in diameter may be installed with the approval of the Architectural Committee; provided further, no more than one satellite dish shall be installed upon each lot and shall be located only on the active side and shall not be visible from the street. The location of any such satellite dish must be approved by the Architectural Committee and shall be, whenever possible, such that the satellite dish is not visible from any public or private street.

7.12 Roof Mounted Equipment: Roof mounted equipment, including mechanical, or air conditioning is not allowed. This provision excludes satellite dishes and solar equipment.

7.13 Recreational Vehicles: No campers, boats, trailers, motor homes or other recreational vehicles or inoperative vehicles shall be parked or stored in the Subdivision for a period to exceed 48 hours except within an enclosed garage which garage door must be closed except for normal operation for entering and exiting the garage. Pre-approval must be obtained for temporary storage exceeding 48 hours.

7.14 Athletic and Recreational equipment: Basketball goals allowed in driveway no greater than 10 feet from garage (side of drive by garage), swing sets, soccer goals, trampolines or other playground equipment are not allowed in the front yards or side yards without written consent of Architectural Committee. These items may be placed in the back yard if the yard area is enclosed with an appropriate fence, as described in Section 2.2 - General.

7.15 Clean Lots: Each lot shall be maintained in a neat and orderly manner free of clutter, rubbish, trash or other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass. Grass and landscaping shall be maintained on a regular basis. Trash containers, except during periods of collection, shall be stored out of view from the public and from adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

7.16 Clothes Lines: Exposed clothes line poles or outdoor clothes drying apparatus are not permitted on any lot.

7.17 Upkeep: All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times. In case of a dispute concerning these matters, the decision of the Architectural Committee or the officers and directors of the Homeowners Association shall be final.

7.18.1 Signs: No sign shall be displayed to public view on any lot other than those announcing the sale of the home or lot by the homeowner, developer, builder, or a realtor. These signs shall not exceed standard size. Political and school-related signs less than four (4) square feet are allowed as per the City of Jenks sign ordinance. Any other exception must be approved by the Architectural Committee.

7.18.2 Signs: One entry identification sign on each side of the entry and a double-sided center island sign. The maximum display surface shall be 32 square feet per sign surface.

7.19 Mailbox: So long as a rural type mailbox is in use under this plat by the United States Postal Service, all mailboxes and mailbox pedestals shall conform in design to the specific plan approved by the Architectural Committee and the location and design shall conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the front face is approximately 6 inches from the face of the curb and 6 feet from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom height of the mailbox shall be 38 inches from street level. A mailbox may be located on an adjacent property if required by Post Office Rules. All mailboxes shall be architecturally congruent with the house and must be approved by the Architectural Committee.

7.20 Rooftop Protrusions: Sheet metal, aluminum vents, flue liner terminals, chimney caps, or other rooftop protrusions shall be painted to match shingles.

7.21 Roof Material: Roofing shall be self-sealing 30 year Atlas or similar Weatherwood composition shingles, metal or slate tile or equivalent providing, however, in the event such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon a determination by the Architectural Committee that the proposed alternative is of comparable or better quality of a design and quality which is compatible with the roofing first described.

7.22 Roof Pitch: Residences shall have a roof pitch of at least 4/12 over 80% of the roof area. Provided, however, the Architectural Committee may waive this restriction for an area of the roof not to exceed 20%. This criteria is primarily intended for dormers and back covered patios.

7.23 Storage and Materials: No lot shall be used for the storage of materials for greater than thirty (30) days prior to the start of construction. Construction shall be complete within twelve (12) months. The owner of the lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

7.24 Drainage: Each property owner shall consult and follow the final grading plan filed at the City of Jenks. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If it is discovered that a lot has not been graded properly, the non-compliant property owner must make immediate changes to bring said lot into compliance with the drainage plan.

7.25 Retaining Walls: Retaining walls shall be brick, stone, stucco or decorative concrete block. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

7.26 Washing out of Concrete Trucks or Concrete Spills: Ready mix concrete trucks may wash out only at a location approved by Owner/Developer. Property owners shall be responsible to other property owners for assuring that concrete delivered to their lot remains on their lot. The property owner shall be held responsible for cleanup if concrete delivered to a lot is spilled or washed onto streets or other lots.

7.27 Garbage: Garbage and trash cans shall be concealed from street view, except within 24 hours of curbside collection

7.28 Animals: Common household pets may be kept provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors. All pets shall be restrained in such a manner to prevent them entering upon neighboring lots. When outside the lot in which the pet resides, or in the common areas of the subdivision, all pets are to be accompanied by their Owner or Owner's family member or guest and are to be on a leash. The pet's owner is responsible for the immediate removal and proper disposal of all excrement outside of the Owner's lot including the common areas of the Subdivision. Barking dogs may be considered a nuisance.

7.29 Windows: All window frames and doors shall be either wood, fiberglass, vinyl clad wood, vinyl or aluminum.

7.30 Noise: No noxious, loud, annoying or offensive activity shall be carried out upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7.31 Guttering: Home guttering shall disperse water in the same direction as the natural water flow of the lot. Whenever possible, guttering shall direct water toward the street or toward natural drainage flow of the lot. Full guttering is required for all homes. Tight lines shall be used as necessary to divert water so as to not affect adjacent properties and shall be directed to the street where possible.

7.32 Erosion Control: The owner of each lot shall be responsible at all times for the maintenance of appropriate erosion control measures as required by the City of Jenks policies.

7.33 Utility Transformers. All transformers and similar equipment located on a lot shall be screened from view where reasonably possible.

7.34 Law Compliance: The disposal of hazardous substances anywhere with the Frazier Lakes Estates community that might contaminate or impact the lake (Reserve A) and soil content of surrounding or neighboring properties is prohibited. Each owner shall promptly and properly comply with all federal, state, county or local laws, statues, ordinances, rules and regulations regarding use and occupancy of owner's property and construction and maintenance of any improvements thereon, including but not limited to, applicable zoning, land use and health and safety issues.

7.35 Leasing: In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the Frazier Meadows I Homeowners Association, and the terms and conditions of the restrictive covenants set forth herein. The owner shall provide a copy of the covenants to the tenant. The owner shall insure that the tenant complies with the covenants and requirements herein; and shall provide the undersigned Owner/Developer and the then president of the Homeowners Association with the name and phone number of the tenant and the address and phone number where the property owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he/she is aware that compliance with the terms and conditions of the covenants is the owner's ultimate responsibility regardless of any agreement between the owner and the tenant and any action or inaction on the part of the tenant.

7.36 Garages: Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

7.37 Landscape: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first.

7.38 Minimum Trees: If a lot does not have a minimum of 1 existing tree in what will be the front yard the property owner/builder, within six (6) months of completion of construction, shall plant one 2 1/2" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

7.39 These restrictive covenants, together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be thereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor or any successor in title to enforce any given restriction, covenant, or condition, at any time or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes or the overall appearance of the subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

7.40 The Owner/Developer reserves the right, in its sole discretion and without joinder of any of the owners of any other lot at any times, so long as it is owner of one or more lots, to amend, revise or abolish any one or more of the above covenants and restrictions contained in this Section 7 by instrument duly executed and acknowledged by it as Owner/Developer and filed in the County Clerk's office of Tulsa County, Oklahoma. Subsequent to the formation of the Frazier Meadows II Homeowners Association, the Owner/Developer may assign this reservation to the Association. However, the By-Laws and Certificate of Incorporation of the Association shall provide that a (any) covenant shall not be changed or abolished unless approved by sixty (60) percent of the members of the Association.

Section 8 Enforcement, Duration, Amendment and Termination

8.1 The restrictions herein set forth are covenants to 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 recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as hereafter provided. If any owner, or its successors or assigns shall violate any of the covenants hereon, it shall be lawful for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

8.2 The covenants contained within Section 1 - Streets and Utility Easement , Section 2 - Planned Unit Development Restrictions, Section 3 - Surface Drainage, Section 4 - Reserve Areas Perimeter Fencing and Landscaping, Section 5 - Limits of No Access, and Section 6 - Frazier Meadows II Homeowners Association herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision and approved by the Jenks Planning Commission and the Jenks City Council. All other covenants may be amended or terminated by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision; PROVIDING, HOWEVER, that so long as the Owner/Developer owns any lot in the Subdivision any such amendment must be approved in writing by the Owner/Developer. The Owner/Developer may delegate its right to approve any such amendment to the Architectural Committee. Any such amendment shall be effective from and after the date it is properly executed and recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

8.3 At any time prior to the termination of the Class B Membership in the Homeowners Association as set forth in the By-Laws of the Homeowners Association, the Owner/Developer may specifically assign its rights and obligations hereunder in the capacity of "Owner/Developer" and the successor shall succeed to such rights and obligations as if original designated Owner/Developer hereunder.

8.4 In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks zoning code as the same existed on _____ 2024 or as subsequently amended.

Owner's Certificate and Dedication

In witness whereof, the undersigned Owner/Developer has caused this instrument to be executed this __day of _____, 2024.

Frazier Meadows II, LLC,
an Oklahoma limited liability company

by: _____
Charles Wollmershauser, 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 _____ day of _____, 2024, personally appeared Charles Wollmershauser to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its managing member and acknowledged to me that he executed the same as his free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

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

Notary Signature

My commission no. _____

Expires _____

Certificate of Survey

I, _____, a 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 described above, and that the accompanying plat designated herein as "Frazier Meadows II, an addition to the City of Jenks, Tulsa County, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as of this date, signed and sealed this _____ day of _____, 2024.

Surveyor Signature

Registered Professional Land Surveyor
Oklahoma No. 1815

State of Oklahoma)

) ss

County of Tulsa)

Before me, the undersigned, a notary public in and for said county and state, on this _____ day of _____, 2024, personally appeared _____ to me known to be the identical person who subscribed his/her name as registered land surveyor to the foregoing certificate, as his/her 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.

Notary Signature

My commission no. _____

Expires _____



April 9th, 2024

Planning Department
City of Jenks
211 N Elm Street
Jenks, OK 74037

Attn: Marcae Hilton

RE: Frazier Meadows II

To Whom It May Concern:

Cox Communications has no objection to the release of the above-mentioned plat. The easements presently indicated on the plat of Frazier Meadows II satisfy the requirements of Cox Communications for the designated use of the property as can be determined presently. Currently, Cox Communications does not have any objections on approving the final plat.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any question or concerns, please feel free to contact our office at (918) 286-4686 or email TULROW@cox.com.

Sincerely,
Angela K Hughes
Angela Hughes
Cox Communications
Land Use Agent
11811 E. 51st St.
(918) 286-4686
TULROW@cox.com



BLOCK 1 SQUARE FEET	
LOT NO.	SQ. FT.
1	8,756.68
2	7,560.00
3	7,560.00
4	7,560.00
5	7,560.00
6	7,560.00
7	8,460.00
8	7,560.00
9	7,560.00
10	7,560.00
11	7,560.00
12	9,360.01
13	7,560.00
14	7,098.73

BLOCK 2 SQUARE FEET	
LOT NO.	SQ. FT.
1	7,200.00
2	7,200.00
3	7,200.00
4	7,264.77
5	13,861.69
6	14,012.47
7	7,324.16
8	7,200.00
9	7,200.00
10	7,300.00
11	7,200.00
12	7,200.00
13	7,200.00
14	14,012.96
15	11,212.67
16	7,200.00
17	7,200.00
18	7,200.00
19	7,200.00
20	7,897.26
21	10,392.43
22	10,631.89
23	8,400.00

BLOCK 3 SQUARE FEET	
LOT NO.	SQ. FT.
1	9,724.71
2	7,800.00
3	7,800.00
4	7,800.00
5	7,800.00
6	7,800.00
7	7,800.00
8	7,800.00
9	7,800.00
10	7,800.00
11	9,063.73
12	10,189.70
13	8,765.11
14	8,765.11
15	8,765.11
16	8,765.11
17	8,765.11
18	8,765.11
19	8,765.11
20	8,765.11
21	8,765.11
22	8,765.11
23	16,279.72

BLOCK 4 SQUARE FEET	
LOT NO.	SQ. FT.
1	8,849.14
2	8,818.67
3	7,486.64
4	6,394.50
5	7,486.64
6	6,394.50
7	7,486.64
8	6,394.50
9	7,486.64
10	6,394.50
11	8,159.61
12	6,685.97

BLOCK 5 SQUARE FEET	
LOT NO.	SQ. FT.
1	10,781.39
2	6,963.73
3	7,200.00
4	6,250.00
5	7,200.00
6	7,200.00

BLOCK 6 SQUARE FEET	
LOT NO.	SQ. FT.
1	8,438.32
2	7,200.00
3	7,200.00
4	7,200.00
5	7,200.00
6	7,200.00
7	7,200.00

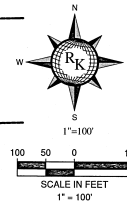
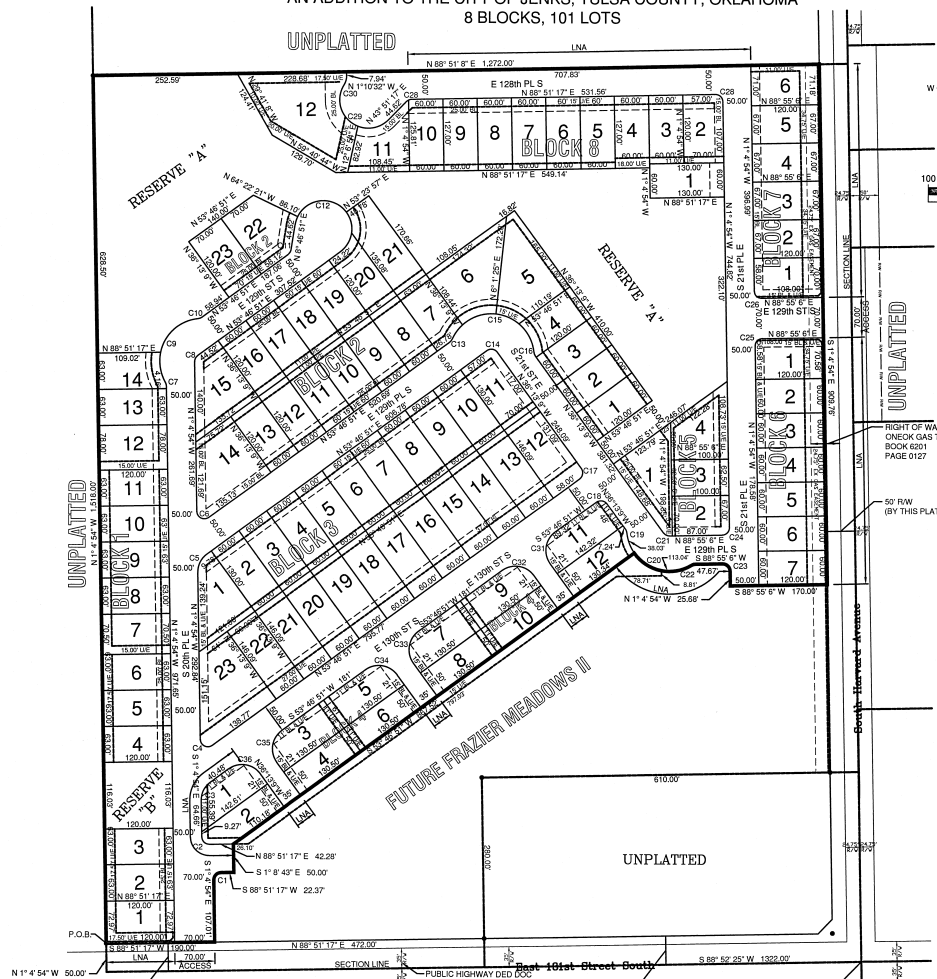
BLOCK 7 SQUARE FEET	
LOT NO.	SQ. FT.
1	8,369.10
2	8,040.00
3	8,040.00
4	8,040.00
5	8,040.00
6	8,530.25

BLOCK 8 SQUARE FEET	
LOT NO.	SQ. FT.
1	7,800.00
2	8,363.64
3	7,800.00
4	7,800.00
5	7,800.00
6	7,800.00
7	7,800.00
8	7,800.00
9	7,800.00
10	7,617.90
11	8,978.81
12	23,886.81

CURVE DATA TABLE				
NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	13.00	20.41	18.37	89°56'11"
C2	13.00	20.43	18.39	90°03'49"
C3	37.00	35.43	34.09	84°51'46"
C4	13.00	28.36	26.08	123°08'34"
C5	38.00	36.39	35.01	84°51'46"
C6	13.00	28.36	26.08	123°08'34"
C7	13.00	6.57	6.50	28°57'16"
C8	13.00	12.45	11.98	28°57'16"
C9	75.00	149.34	125.86	114°05'25"
C10	13.00	6.87	6.79	30°16'22"
C11	13.00	10.21	9.95	44°59'00"
C12	50.00	196.35	92.39	225°07'00"
C13	13.00	6.87	6.79	30°16'22"
C14	13.00	20.42	18.38	89°56'00"
C15	75.00	107.69	145.07	102°32'43"
C16	13.00	6.87	6.79	30°16'22"
C17	13.00	20.42	18.38	89°56'00"
C18	13.00	20.42	18.38	90°00'00"
C19	13.00	6.87	6.79	30°16'22"
C20	75.00	151.07	126.79	115°24'29"
C21	13.00	12.45	11.98	84°51'46"
C22	13.00	6.57	6.50	30°16'22"
C23	13.00	20.42	18.38	90°00'00"
C24	13.00	20.42	18.38	89°56'00"
C25	12.00	18.85	18.57	90°00'00"
C26	12.00	18.85	18.57	89°56'00"
C27	13.00	20.43	18.39	90°03'49"
C28	13.00	10.21	9.95	44°59'00"
C29	50.00	147.57	99.58	169°06'11"
C30	25.00	14.87	14.67	30°00'01"
C31	40.00	62.83	56.57	90°00'00"
C32	40.00	62.83	56.57	90°00'00"
C33	40.00	62.83	56.57	90°00'00"
C34	40.00	62.83	56.57	90°00'00"
C35	40.00	62.83	56.57	90°00'00"
C36	40.00	62.83	56.57	90°00'00"

FRAZIER MEADOWS I

PLANNED UNIT DEVELOPMENT NO. 116
PART OF THE SE/4 OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 13 EAST,
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA
8 BLOCKS, 101 LOTS



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 \$35,660.00 per trust receipt no. 17107 to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

Dated: 03/21/2022
Johanna M. Fethergill
Tulsa County Treasurer
By: [Signature]
Deputy

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE S88°52'25"W ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 1322.00 FEET TO A POINT; THENCE N01°04'54"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N01°04'54"W FOR A DISTANCE OF 1518.00 FEET; THENCE S88°55'06"W FOR A DISTANCE OF 1700.00 FEET; THENCE N01°04'54"W FOR A DISTANCE OF 25.68 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.38 FEET, AND A CHORD BEARING OF N88°55'06"W FOR A DISTANCE OF 47.67 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 6.87 FEET, A CHORD DISTANCE OF 6.79 FEET, AND A CHORD BEARING OF S71°46'55"W; THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 75.00 FEET, A LENGTH OF 115.94 FEET, A CHORD DISTANCE OF 102.64 FEET, AND A CHORD BEARING OF N78°10'34"W; THENCE S53°46'51"W FOR A DISTANCE OF 867.52 FEET; THENCE S01°08'47"E FOR A DISTANCE OF 50.00 FEET, AND A CHORD BEARING OF S71°46'55"W; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET, A CHORD DISTANCE OF 18.37 FEET, AND A CHORD BEARING OF S45°51'46"W; THENCE S01°04'54"W FOR A DISTANCE OF 107.01 FEET, AND A CHORD BEARING OF S45°51'46"W; THENCE S01°04'54"W FOR A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 32.51 ACRES, MORE OR LESS.



LEGEND

- U/E = UTILITY EASEMENT
- W/E = WATER LINE EASEMENT
- L/E = LANDSCAPE EASEMENT
- R/W = RIGHT OF WAY
- BL = BUILDING LINE
- L/A = LIMITS OF NO ACCESS
- ACC = LIMITS OF ACCESS
- POB = POINT OF BEGINNING
| ODE | = OVERLAND DRAINAGE EASEMENT |
| F/E | = FENCING EASEMENT |
| P/RW | = PIPE LINE RIGHT OF WAY |
| R/W DED | = RIGHT OF WAY DEDICATION PER COVENANTS |

ENGINEER

RK and Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Richard Kosman, P.E.
Phone: 918(277-4784)
rkosman@sboglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2022

SURVEYOR

Cliff Bennett, PLS
Bennett Surveying, Inc.
P.O. Box 848
Chouteau, Oklahoma 74337
Phone: 918(935-0350)
cliff@bennettsurveying.com
Certificate of Authorization No. 4502
Expires June 30, 2022



FINAL PLAT

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council on April 20, 2022.

MAYOR - VICE MAYOR

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

MONUMENT NOTES

3/8" IP WITH CAP
AT ALL LOT CORNERS

BENCHMARK

THE DATUM IS
NAVD88

OWNER

Frazier Meadows, LLC
10545 South Memorial Drive
Tulsa, Oklahoma 74133

Block 4 should be 1-4 and not 2-4 for a 15 foot building line.
Change DOD (Deed of Dedication)-Old Block 4 is now Block 8 Lot 11, amendment allows for 15 foot front yard setback and 11 foot rear yard setback.

Deed of Dedication and Restrictive Covenants

Frazier Meadows I

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Frazier Meadows I, LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer," is the Owner/Developer of the following described land in the City of Jenks, Tulsa County, State of Oklahoma, to wit:

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE4, SE4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE 10TH MAIN BASE AND MERIDIAN, CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, THENCE S88°52'25"W ALONG THE SOUTH LINE OF SAID SECTION 5 FOR A DISTANCE OF 1322.00 FEET TO A POINT; THENCE N07°04'54"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N07°04'54"W FOR A DISTANCE OF 1518.00 FEET; THENCE N86°51'08"E FOR A DISTANCE OF 1272.00 FEET; THENCE S07°04'54"E FOR A DISTANCE OF 809.76 FEET; THENCE S88°50'09"W FOR A DISTANCE OF 170.00 FEET; THENCE N07°04'54"W FOR A DISTANCE OF 25.98 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A CHORD DISTANCE OF 20.42 FEET, A CHORD BEARING OF 18.38 FEET, AND A CHORD BEARING OF M84°04'54"W; THENCE S88°50'09"W FOR A DISTANCE OF 47.67 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 13.00 FEET, A LENGTH OF 21.41 FEET, A CHORD DISTANCE OF 6.79 FEET, AND A CHORD BEARING OF S73°46'55"W; THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 75.93 FEET, A LENGTH OF 15.01 FEET, A CHORD DISTANCE OF 120.79 FEET, AND A CHORD BEARING OF N83°39'01"W; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 6.87 FEET, A CHORD DISTANCE OF 6.79 FEET, AND A CHORD BEARING OF N27°04'58"W; THENCE N89°13'09"W FOR A DISTANCE OF 67.24 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 19.92 FEET, A CHORD DISTANCE OF 18.03 FEET, A CHORD BEARING OF N82°20'33"W; THENCE N83°13'09"W FOR A DISTANCE OF 50.00 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.42 FEET, A CHORD DISTANCE OF 18.38 FEET, AND A CHORD BEARING OF N40°45'16"E; THENCE N83°13'09"W FOR A DISTANCE OF 131.09 FEET; THENCE S82°46'51"W FOR A DISTANCE OF 731.00 FEET; THENCE S07°04'54"E FOR A DISTANCE OF 151.19 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.39 FEET, A CHORD DISTANCE OF 23.08 FEET, AND A CHORD BEARING OF S83°39'01"E; THENCE S84°57'24"E FOR A DISTANCE OF 28.14 FEET; THENCE S84°50'28"E FOR A DISTANCE OF 28.14 FEET; THENCE S85°58'45"W FOR A DISTANCE OF 40.00 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 37.00 FEET, A LENGTH OF 34.82 FEET, A CHORD DISTANCE OF 33.85 FEET, AND A CHORD BEARING OF S08°49'50"W; THENCE S07°04'54"E FOR A DISTANCE OF 67.10 FEET; THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.43 FEET, A CHORD DISTANCE OF 18.39 FEET, AND A CHORD BEARING OF S48°04'46"E; THENCE N86°51'17"E FOR A DISTANCE OF 40.09 FEET; THENCE S07°04'54"E FOR A DISTANCE OF 50.00 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 20.37 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.41 FEET, A CHORD DISTANCE OF 18.37 FEET, AND A CHORD BEARING OF N83°39'01"E; THENCE S88°51'17"E FOR A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 26.74 ACRES, MORE OR LESS.

And does hereby certify that the Owner/Developer has caused the same above described land to be surveyed, staked, plotted, dedicated and access rights reserved, and subdivided into Eight (8) Blocks, One Hundred (100) Lots, Reserves "A" & "B", and Streets in conformity with the accompanying plat and has designated the same as "Frazier Meadows I", an Addition to the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

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, and the beneficiaries of the covenants set forth in Section 1 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 owners of any property within the Subdivision and by the beneficiaries of the covenants set forth in Section 1 below, with respect to such covenants only.

Section 1 Streets and Utility Easements

1.1 The Owner/Developer does hereby dedicate for public the north and west 50 feet from the section lines associated with East 131st Street South and South Harvest Ave. use for streets and utility easements as depicted on the accompanying plat as "UE" or "Utility Easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transmission, gas lines, water lines and cable television lines, together with all things, including poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other improvements thereto, and the rights of ingress and egress to and from such facilities and equipment, and the easements aforesaid, provided, however, the Owner/Developer and its assigns hereby reserves the right to construct, maintain, operate, lay and re-lay water lines, sewer lines, storm sewer lines, and other services, 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 and/or storm sewer services to the areas included in the plat, provided the interior street easements depicted on the accompanying plat are herein designated as public access plat and maintenance purposes for the common use and benefit of the property owners within the residential subdivision. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each property owner and shall be enforceable by the City of Jenks, Oklahoma, and by the assignor 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; nothing therein shall be deemed to prohibit driveways, parking areas, cutting, fencing and landscaping that do not constitute an obstruction.

1.2 All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

1.1 Electric, Telephone, Cable Television and Other Utility Services

1.1.1 Street light poles and standards shall be served by underground cable. All supply lines in the Subdivision, including electric, telephone, cable television and gas lines shall be located underground. In the easement-ways dedicated for general utility services and in the public streets as depicted on the Plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

1.1.2 Underground service lines to all structures which may be located within the subdivision may be run from the nearest service pedestal, gas main or transformer to the point of usage determined by the location of construction of such structures as may be located upon the lot, provided that, upon installation of a service line to a particular building, the supplier of the service shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on the lot, covering a five-foot right-of-way extending from the side of the service line, extending from the service pedestal, gas main or transformer to the service entrance on the structure. This easement shall terminate when said service line is no longer in use by the supplier.

1.1.3 The supplier of electric, telephone, cable television, gas and other utility services, through its agents and employees, shall at all times have right of access to all utility easements depicted on the attached 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 or other utility services installed by the supplier of the utility service.

1.1.4 The owner of the lot shall be responsible for the protection of the underground electric, telephone, cable television, gas and other utility services, and the protection of the easement-ways for the installation of the construction activity which may interfere with the electric, telephone, cable television, gas and other utility service facilities. The supplier of service shall be responsible for ordinary maintenance of the 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. Said alterations of grade and limitation of construction activities shall be limited to easements and does not apply to areas outside of the easements designated on the Plat.

1.1.5 The foregoing covenants concerning underground electric, telephone, cable television facilities and other services shall be enforceable by the supplier of the electric, telephone, cable television service or other services, and the owner of the lot agrees to be bound hereby.

1.1.6 The ONEOK Gas Transportation, L.L.C., 50 foot wide pipeline Right-of-Way as shown on the face of the plat and referenced by Book 6201 Page 1727 shall be for the exclusive use of the pipeline right-of-way holder and shall not be used by any other utility provider without written consent of the easement holder. No lake, pond, building or other structure of permanent nature may be constructed upon or over said easement without written consent of the easement holder.

1.2 Water and Sanitary Sewer Service

1.2.1 The owner of each lot shall be responsible for the protection of the public water mains and of the public sanitary sewer facilities located on his lot and shall prevent the alteration of grade or any construction activity which may interfere with said public water main, or public sanitary sewer main. Waterlines less than 6" diameter and sanitary sewer line less than 6" diameter are private service lines and the ownership, maintenance, repair, removal and/or replacement shall be the responsibility of the lot owner served by said service lines. 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 or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Further, each owner shall pay for damages or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors, including but not limited to damages, repair or relocation caused by the alteration of grade.

1.2.2 The City of Jenks, or its successors, will be responsible for ordinary maintenance of public water main, or public sewer mains, but the owner of each lot will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.2.3 The City of Jenks or its successors through its proper agents and employees shall at all times have right of access with their equipment to all said easement-ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water and sewer facilities.

1.2.4 The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of each lot agrees to be bound hereby.

1.3 Gas Service

1.3.1 The supplier of gas service shall at all times have right of access to all utility easements depicted on the attached plat, or otherwise provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of gas facilities installed by the supplier of gas service.

1.3.2 The owner of each lot shall be responsible for the protection of the underground gas facilities located on their lot, and the alteration of grade or any construction activity which may interfere with the underground gas facilities shall be prohibited. The supplier of gas service shall be responsible for ordinary maintenance of the underground gas facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or their agent or contractors.

1.3.3 The foregoing covenants concerning underground gas facilities shall be enforceable by the supplier of gas service, and the owner of the lot agrees to be bound hereby.

1.4 Landscaping and Other Improvements within Easements

1.4.1 The owner of the lot affected shall be responsible for the repair of any landscaping, paving, interior fencing or other improvements affected by necessary maintenance of water, 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 supplier of utility service shall use reasonable care in the performance of such activities.

1.4.2 The Frazier Meadows Homeowners Association shall be responsible for Perimeter Fencing along East 131st Street South & South Harvest Avenue including Entrance Fencing, Landscaping & Utilities associated with Entrance Signage, Lighting, Irrigation & Landscaping.

1.5 Streets

1.5.1 Minimum right-of-way width on the main collector street will be 50 feet. All streets shall be graded, base material applied and surface paved in accordance with the engineering design standards of the City of Jenks, to include curbs and gutters, street name signs in place, visual screens established, utilities and street lights installed, and drainage structures constructed in accordance with the approved plans on file in the office of the city engineer by the Owner/Developer, at its expense, and in compliance with the engineering design standards of the City of Jenks.

Section 2 Planned Unit Development Restrictions

2.1 "Frazier Meadows I" was filed as a planned unit development (Designated as PUD NO 116) which was approved by the City of Jenks City Council on MAY 23rd, 2021. The planned unit development provisions of the City of Jenks zoning code, require the establishment of covenants of record running to and enforceable by the City of Jenks, sufficient to assure the implementation and continued compliance with the City of Jenks zoning code. The Owner/Developer desires to establish restrictions for the purposes 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.

2.2 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.

2.1 Planned Unit Development Standards

2.1.1 Land area (net):	32.51 Acres
2.1.2 Permitted Uses:	Uses permitted as a matter of right in the <u>RS-2</u> (single family residential) zoning of the City of Jenks zoning code, along with customary and accessory uses, including but not limited to landscaping and other uses which may be incidental thereto. Except as Amended by the PUD as follows:
Maximum number of dwelling units:	101
Minimum lot width Block 1, 2, 3, 5, 6, 7 & 8:	40 ft.
Minimum lot width Block 4:	50 ft.
Minimum lot area:	6,200 sq. ft.
Minimum Livability Space:	16,000 sq. ft.
Maximum building height:	35 ft.

2.1.1 Minimum yard requirements:

BLOCK 1, BLOCK 2, BLOCK 3, BLOCK 4, BLOCK 7, BLOCK 8	
Front yard	25 ft.
Front yard (BLOCK 3, LOTS 12 - 23)	37 ft.
Front yard (BLOCK 4, LOTS 1 - 12)	15 ft.
Front yard (BLOCK 5, LOTS 2 - 4)	15 ft.
Front yard (BLOCK 8, LOT 11)	15 ft.
Side yard	5 ft.
Exterior side yard	5 ft.
Rear yard	20 ft.
BLOCK 6, BLOCK 7	
Front yard	25 ft.
Front yard to garage	20 ft.
Side yard	5 ft.
Exterior side yard	5 ft.
Rear yard	35 ft.

2.1.4 Foundation/Stem walls: Foundation and stemwalls shall be covered with brick, stone, stucco or other materials approved in writing by the Architectural Committee. No exposed stem walls.

2.1.5 Masonry: The first floor of each dwelling will have 100% masonry, not including windows and beneath covered porches. No Steel, Aluminum or Plastic Siding shall be permitted on any Building or any Residential Lot.

2.1.6 Interior fencing or walls shall not extend beyond each corner of the residence. Corner lots shall be permitted to extend fencing in a side yard abutting a public street to a point no closer than 7.5' of the property line. Exterior fences along South Harvest Ave. & East 131st Street shall be established with Masonry or Rock Piles.

2.1.7 All Single Family Dwelling Units shall have a minimum of 1,600 square feet of finished heated living area.

Section 3 Surface Drainage

3.1 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 private 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/her lot. The foregoing covenants set forth in this sub-section shall be enforceable by any affected lot owner by the City of Jenks, Oklahoma.

Section 4 Reserve Areas, Perimeter Fencing and Landscaping

4.1 Reserve Area "A"

4.1.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, OK, the owner/developer does hereby establish and grant perpetual utility and drainage easement on, over, and across Reserve "A" except for areas constructed with Swimming Pool and Community Center. Reserve "A" shall also be used for Clubhouse, Swimming Pool, Community Center, Open Green Space, Walkways and Vehicle Parking.

4.1.2 In the event the Owner/Developer or the Homeowners Association, after receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserve "A" above set forth, the City of Jenks, OK, may file of record a copy of the statement of costs. Thereafter, the costs shall be a lien against each residential lot within Frazier Meadows I. Provided however, the lien against each residential lot shall be limited to 1/148th of the costs. The City of Jenks or the Jenks Public Works Authority may then collect such costs by adding such costs to residential lot owner's water billing fees within Frazier Meadows I.

4.1.3 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.1.4 In addition to above described purposes and restrictions of Reserve "A", this area shall additionally serve as recreational open space for residents of Frazier Meadows I, and access to utilities.

4.1.5 Clubhouse & Community Center shall meet the same Design Requirements of the Houses and be of compatible Architectural Design.

4.2 Reserve Area "B"

4.2.1 For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Jenks, OK, the owner/developer does hereby establish and grant perpetual utility and drainage easement on, over, and across Reserve "B". Reserve "B" shall also be used as a recreational open space Playground and/or Dog Park.

4.2.2 In the event the Owner/Developer or the Homeowners Association, after receipt of a statement of costs, fails to pay the cost of maintenance applicable to Reserve "B" above set forth, the City of Jenks, OK, may file of record a copy of the statement of costs. Thereafter, the costs shall be a lien against each residential lot within Frazier Meadows I. Provided however, the lien against each residential lot shall be limited to 1/148th of the costs. The City of Jenks or the Jenks Public Works Authority may then collect such costs by adding such costs to residential lot owner's water billing fees within Frazier Meadows I.

4.2.3 A lien established as above provided may be foreclosed by the City of Jenks, Oklahoma.

4.2.4 In addition to above described purposes and restrictions of Reserve "B", No Buildings shall be constructed in this area.

4.2.5 Fencing

4.3 Conveyance and Maintenance of All Reserve Areas

4.3.1 All Reserve Areas shown on the accompanying Plat are reserved for subsequent conveyance to a Homeowners Association comprised of the owners of residential lots within the subdivision as set forth under Section 6. The Homeowners Association shall perform all maintenance to be deemed necessary to the intended purpose of each Reserve Area. Maintenance shall be at the cost of the applicable Homeowners Association as set forth under Section 6.

Section 5 Limits of No Access

5.1 The Owner/Developer and each owner of a lot hereby relinquishes rights of vehicular ingress or egress from any portion of the property within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "Limits of No Access" may be amended or released by the Jenks planning committee, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

Section 6 Homeowners Association

6.1 Frazier Meadows Homeowners Association: The Owner/Developer shall cause to be formed in conjunction with "Frazier Meadows I" an association of the owners of the lots within this plat hereinafter referred to as the "Frazier Meadows Homeowners Association" to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas including, but not without limitation, common areas, landscaping, fencing, reserve, detention facilities, and enhancing the value, desirability and attractiveness, as well as the maintenance of the right of way along and adjacent to the property along 131st Street.

6.2 Membership: Every person or entity who is a record of the fee interest of a lot shall be a member of the Frazier Meadows Homeowners Association. Membership shall be mandatory and apportioned 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 Frazier Meadows Homeowners Association as of the date of its incorporation, or as in time of the date of recording of the deed, whichever occurs last.

6.3 Covenant of Assessment: The owner and each subsequent owner of a lot, by acceptance of a deed therefor, covenants and agrees to pay to the Frazier Meadows Homeowners Association dues and assessments to be established by the Owner/Developer or the board of directors in accordance with a declaration to be executed and recorded by the Owner/Developer prior to the conveyance of a lot. Notwithstanding anything herein to the contrary, Owner/Developer shall not be obligated to pay any assessment on any lot within Frazier Meadows owned by the Owner/Developer until the Class B Membership as provided in the By-Law of the Homeowners Association shall have terminated.

6.4 Uniform Rate of Assessment: Both annual and special assessments shall be fixed at a uniform rate for each lot, provided, however, that Lots owned by the Developer shall not be subject to assessment during Developer's ownership of the Lot.

6.5 Certificate of Assessment: The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Homeowners Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon the Homeowners Association as of the date of its issuance.

6.6 Non-payment Remedies: An assessment which is not paid when due shall be delinquent and shall constitute a lien on the Lot against which the assessment is made. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest per annum as set by the Board of Directors from time to time, not to exceed the maximum rate of interest allowed by law, and the Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against the property, or any interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or abandonment of his Lot.

6.7 Certain Rights of the Association: Without limitation of such powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a property owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a property owner.

Section 7 Architectural Committee and Private Restrictions

7.1.1 An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. The Owner/Developer and his appointed shall be the designated Architectural Committee. If the Owner/Developer is unable to fulfill this duty, his designated heirs and assigns will serve as the Architectural Committee. The Owner/Developer or committee may appoint additional members. At a point agreeable to Owner/Developer, a duly elected Architectural Committee shall be formed consisting of members of the Frazier Meadows I Homeowners Association. Not building, fence, tree-planting, mailbox or any other improvements or structures may be commenced, erected, constructed or placed on any lot in the Subdivision without the written approval of the Architectural Committee. The architectural plans to be submitted and approved in accordance herewith shall be submitted in duplicate and shall include, at a minimum, the following as applicable, with regard to each improvement to be constructed on any lot in the Subdivision, which shall be approved in writing prior to submission to the City of Jenks for a Building Permit.

- i) An accurate site plan including structure designs
- ii) All square footage shall be stated on the building plans submitted to the Architectural Committee;
- iii) Any other plans or information requiring the approval of the City or the Jenks Planning Commission pursuant to Section II of this Deed of Dedication;
- iv) Details regarding the composition of all roofing and external building materials, including color schemes;
- v) Drainage and grading plans, and
- vi) Any other plans or details required by the Architectural Committee.

In passing upon 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, the harmony between the surrounding trees and lots and the effect of the building or other structures as planned on the view from the adjacent or neighboring lots.

7.1.2 In the event of the death or resignation of any member of the above named committee, the remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any one of the named members, and shall newly appointed member shall have the same authority hereunder as their predecessors, as above set forth. In the event the Architectural Committee fails to approve or disapprove any such plans, specifications, materials and plot plans submitted as herein required within twenty (20) days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and is in the review of plans or determination of any waiver as heretofore authorized, may take into consideration the nature and character of its proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected, and the harmony thereof with the surrounding area.

7.1.3 The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder, and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading, drainage, or code violations. The approval or disapproval or the failure to approve any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver.

7.2 Carports are not permitted.

7.3 FENCING:

7.3.1 All fencing plans including material must be pre-approved by the Architectural Committee.

7.3.2 Fences may not exceed 6 feet in height, except developer-installed perimeter fences.

7.3.3 Interior fencing or walls shall not extend beyond each corner of the residence. Corner lots shall be permitted to extend fencing in a side yard abutting a public street to a point no closer than 7.5' of the property line. There shall be concrete curbing along the entire length of the subdivision perimeter fencing. Fence to be capped and trimmed and built using steel posts.

7.3.4 Perimeter fencing along Harvest Avenue and East 131st Street shall be completed prior to release of any occupancy permits.

7.4 DRIVEWAYS:

7.4.1 Driveway width shall not exceed the overall width of the garage. Building plans and/or all requests must be approved by Architectural Committee.

7.4.2 Driveways are required on each lot, and shall be constructed of all weather surface such as concrete, brick, or other masonry materials acceptable to the Architectural Committee. Driveways must extend from street to garage door opening.

7.5 Pre-existing Buildings: No pre-existing off-site pre-built residence or building may be moved onto any lot, provided however, that the Owner/Developer of the subdivision, may maintain a sales office in the subdivision for the sale of lots in the subdivision.

7.6 Out Buildings: No outbuildings or accessory buildings are allowed without the written permission from the Architectural Committee. If approved by the Architectural Committee, all outbuildings and accessory buildings must be constructed utilizing the same exterior materials, design and colors as the primary residence.

7.7 Pools: Above ground swimming pools are prohibited. Pools must be in-ground with tops in or above ground. Lots with in-ground swimming pools shall have sufficient security fencing as required by City of Jenks Code or any other city, county, state or other law or regulation applicable thereto. Swimming pool ancillary equipment shall be shielded from view from the street and adjacent lots.

7.8 Antennas: No exterior radio or television tower, aerial or antenna shall be located upon any lot, provided however, a satellite dish no greater than 3 feet in diameter may be installed with the approval of the Architectural Committee, provided further, no more than one satellite dish shall be installed upon each lot and shall be located only on the active side and shall not be visible from the street. The location of any such satellite dish must be approved by the Architectural Committee and shall be, whenever possible, such that the satellite dish is not visible from any public or private street.

7.12 Roof Mounted Equipment: Roof mounted equipment, including mechanical, or air conditioning is not allowed. This provision excludes satellite dishes and solar equipment.

7.13 Recreational Vehicles: No campers, boats, trailers, motor homes or other recreational vehicles or inoperative vehicles shall be parked or stored in the Subdivision for a period to exceed 48 hours except within an enclosed garage which garage door must be closed except for normal operation for entering and exiting the garage. Pre-approval must be obtained for temporary storage exceeding 48 hours.

7.14 Athletic and Recreational equipment: Basketball goals allowed in driveway no greater than 10 feet from garage (side of drive by garage), swing sets, soccer goals, trampolines or other playground equipment are not allowed in the front yards or side yards without written consent of Architectural Committee. These items may be placed in the back yard if the yard area is enclosed with an appropriate fence, as described in Section 2.2 - General.

7.15 Clean Lots: Each lot shall be maintained in a neat and orderly manner free of clutter, rubbish, trash or other debris and shall be cut, trimmed and free of weeds or tall grass. Grass and landscaping shall be maintained on a regular basis. Trash containers, except during periods of collection, shall be stored out of view from the public and from adjoining property owners. No exposed garbage cans, trash can or any trash burning apparatus or structure shall be placed on any lot.

7.16 Clothes Lines: Exposed clothes line poles or outdoor clothes drying apparatus are not permitted on any lot.

7.17 Upkeep: All structures, landscaping, and improvements shall be maintained in good condition and in good repair at all times. In case of a dispute concerning these matters, the decision of the Architectural Committee or the officers and directors of the Homeowners Association shall be final.

7.18.1 Signs: No sign shall be displayed to public view on any lot other than those announcing the sale of the home or lot by the homeowner, developer, builder, or a realtor. These signs shall not exceed standard size. Political and school-related signs less than four (4) square feet are allowed as per the City of Jenks sign ordinance. Any other exception must be approved by the Architectural Committee.

7.18.2 Signs: One entry identification sign on each side of the entry and a double-sided center island sign. The maximum display surface shall be 32 square feet per sign surface.

7.19 Mailbox: So long as a rural type mailbox is in use under this plat by the United States Postal Service, all mailboxes and mailbox pedestals shall conform in design to the specific plan approved by the Architectural Committee and the location and design shall conform to the specifications of the United States Postal Service. The mailbox shall be positioned so that the front face is approximately 6 inches from the face of the curb and 6 feet from the inside edge of a driveway. "Inside edge" shall mean the edge of the driveway that borders the largest contiguous lot area. The bottom height of the mailbox shall be 38 inches from street level. A mailbox may be located on an adjacent property if required by Post Office Rules. All mailboxes shall be architecturally congruent with the house and must be approved by the Architectural Committee.

7.20 Rooftop Protrusions: Sheet metal, aluminum vents, fue liner terminals, chimney caps, and other rooftop protrusions shall be painted to match shingles.

7.21 Roof Material: Roofing shall be self-sealing 30 year Altas or similar Weatherwood composition shingles, metal or slate tile or equivalent providing, however, in the event such roofing should hereinafter not be reasonably available, alternative roofing of comparable quality shall be permitted upon a determination by the Architectural Committee that the proposed alternative is of comparable or better quality of a design and quality which is compatible with the roofing first described.

7.22 Roof Pitch: Residences shall have a roof pitch of at least 4:12 over 80% of the roof area. Provided, however, the Architectural Committee may waive this restriction for an area of the roof not to exceed 20%. This criteria is primarily intended for dormers and back covered patios.

7.23 Storage and Materials: No lot shall be used for the storage of materials for greater than thirty (30) days prior to the start of construction. Construction shall be complete within twelve (12) months. The owner of the lot shall be responsible for maintaining the lot in a neat and orderly condition at all times.

7.24 Drainage: Each property owner shall consult and follow the final grading plan filed at the City of Jenks. It is the responsibility of the property owner to ensure their lot is graded in accordance with said grading plan. If it is discovered that a lot has not been graded properly, the non-compliant property owner must make immediate changes to bring said lot into compliance with the drainage plan.

7.25 Retaining Walls: Retaining walls shall be brick, stone, stucco or decorative concrete block. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

7.26 Washing out of Concrete Trucks or Concrete Spills: Ready mix concrete trucks may wash out only at a location approved by Owner/Developer. Property owners shall be responsible to other property owners for assuring that concrete delivered to their lot remains on their lot. The property owner shall be held responsible for cleanup if concrete delivered to a lot is spilled or washed onto streets or other lots.

7.27 Garbage: Garbage and trash cans shall be concealed from street view, except within 24 hours of outside collection.

7.28 Animals: Common household pets may be kept provided that they are not bred or maintained for commercial purposes, and so long as they do not pose a threat or create a nuisance to the neighbors. All pets shall be restrained in such a manner to prevent them entering upon neighboring lots. When outside the lot in which the pet resides, or in the common areas of the subdivision, all pets are to be accompanied by their Owner or Owner's family member or guest and are to be on a leash. The pet's owner is responsible for the immediate removal and proper disposal of all excrement outside of the Owner's lot including the common areas of the Subdivision. Barking dogs may be considered a nuisance.

7.29 Windows: All window frames and doors shall be either wood, fiberglass, vinyl clad wood, vinyl or aluminum.

7.30 Noise: No noxious, loud, annoying or offensive activity shall be carried out upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7.31 Guttering: Home guttering shall disperse water in the same direction as the natural water flow of the lot. Whenever possible, guttering shall direct water toward the street or toward natural drainage flow of the lot. Full guttering is required for all homes. Tight lines shall be used as necessary to divert water so as to not affect adjacent properties and shall be directed to the street where possible.

7.32 Erosion Control: The owner of each lot shall be responsible at all times for the maintenance of appropriate erosion control measures as required by the City of Jenks policies.

7.33 Utility Transformers: All transformers and similar equipment located on a lot shall be screened from view where reasonably possible.

7.34 Law Compliance: The disposal of hazardous substances anywhere with the Frazier Lakes Estates community that might contaminate or impact the lake (Reserve A) and soil content of surrounding or neighboring properties is prohibited. Each owner shall promptly and properly comply with all federal, state, county or local law, statute, ordinance, rules and regulations regarding use and occupancy of owner's property and construction and maintenance of any improvements thereon, including but not limited to, applicable zoning, land use and health and safety issues.

7.35 Leasing: In the event an owner leases their residence, the owner has an affirmative duty to notify the tenant of the existence of the Frazier Meadows I Homeowners Association, and the terms and conditions of the restrictive covenants set forth herein. The owner shall provide a copy of the covenants to the tenant. The owner shall insure that the tenant complies with the covenants and requirements herein, and shall provide the undersigned Owner/Developer and the then president of the Homeowners Association with the name and phone number of the tenant and the address and phone number where the property owner can be contacted in the event any problems regarding compliance with the covenants or other requirements set forth herein occur. Owner acknowledges he/she is aware that compliance with the terms and conditions of the covenants is the owner's ultimate responsibility regardless of any agreement between the owner and the tenant and any action or inaction on the part of the tenant.

7.36 Garages: Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

7.37 Landscaping: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first.

7.38 Minimum Trees: If a lot does not have a minimum of 1 existing tree in what will be the front yard the property owner/builder, within six (6) months of completion of construction, shall plant one 2 1/2" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

7.39 These restrictive covenants, together with the other documents incorporated herein by reference, shall be construed as an entity and the pertinent sections of all instruments as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument void or unenforceable, and the same shall be hereafter construed as if such clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor or any successor in title to enforce any given restriction, covenant, or condition, at any time or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, or constitute a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes or the overall appearance of the subdivision, the Architectural Committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

7.40 The Owner/Developer reserves the right, in its sole discretion and without prejudice of any of the owners of any other lot at any times, so long as it is the owner of one or more lots, to amend, revise or abolish any one or more of the above covenants and restrictions contained in this Section 7 by instrument duly executed and acknowledged by it as Owner/Developer and filed in the County Clerk's office of Tulsa County, Oklahoma. Subsequent to the formation of the Frazier Meadows I Homeowners Association, the Owner/Developer may assign this reservation to the Association. However, the By-Laws and Certificate of Incorporation of the Association shall provide that a (any) covenant shall not be changed or abolished unless approved by sixty (60) percent of the members of the Association.

Section 8 Enforcement, Duration, Amendment and Termination

8.1 The restrictions herein set forth are covenants to 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 recording hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended or terminated as herein provided. If any owner, or its successors or assigns shall violate any of the covenants herein, it shall be liable for the City of Jenks or any persons owning a lot situated within the subdivision to maintain an action at law or equity against the person or persons violating or attempting to violate any such covenant, and to prevent him/her or them from so doing or to compel compliance with the covenants or to recover damages for such violations.

8.2 The covenants contained within Section 1 - Streets and Utility Easement, Section 2 - Planned Unit Development Restrictions, Section 3 - Surface Drainage, Section 4 - Reserve Areas Perimeter Fencing and Landscaping, Section 5 - Limits of No Access, and Section 6 - Frazier Meadows I Homeowners Association herein may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision and approved by the Jenks Planning Commission and the Jenks City Council. All other covenants may be amended or terminated by a written instrument signed and acknowledged by the owners of at least sixty percent (60%) of the lots in the Subdivision. PROVIDING, HOWEVER, that so long as the Owner/Developer owns any lot in the Subdivision any such amendment must be approved in writing by the Owner/Developer. The Owner/Developer may delegate its right to approve any such amendment to the Architectural Committee. Any such amendment shall be effective from and after the date it is properly executed and recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

8.3 At any time prior to the termination of the Class B Membership in the Homeowners Association as set forth in the By-Laws of the Homeowners Association, the Owner/Developer may specifically assign its rights and obligations hereunder in the capacity of "Owner/Developer" and the successor shall succeed to such rights and obligations as if original designated Owner/Developer hereunder.

8.4 In the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Jenks zoning code as the same existed on _____, 2022 or as subsequently amended.

Owner's Certificate and Dedication

In witness whereof, the undersigned Owner/Developer has caused this instrument to be executed this 17th day of Feb, 2022.

Frazier Meadows I, LLC,
an Oklahoma limited liability company

by Charles Wolmenshauer
Charles Wolmenshauer, Managing Member

State of Oklahoma)
County of Tulsa) ss

Before me, the undersigned, a notary public in and for said county and state, on this 10th day of July, 2022, personally appeared Charles Wolmenshauer to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its managing member and acknowledged to me that he executed the same as his free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

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

Marilyn Matthews
Notary Signature

My commission no.

Expires



Certificate of Survey

I, Cliff Benner, a 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 described above, and that the accompanying plat designated hereon as Frazier Meadows I, an addition to the City of Jenks, Tulsa County, State of Oklahoma, is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as of this date, signed and sealed this 17th day of Feb, 2022.

Cliff Benner
Surveyor Signature

Registered Professional Land Surveyor
Oklahoma No. 1815



State of Oklahoma)
County of Tulsa) ss

Before me, the undersigned, a notary public in and for said county and state, on this 17th day of Feb, 2022, personally appeared Cliff Benner to me known to be the identical person who subscribed his/her name as registered land surveyor to the foregoing certificate, as his/her 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.

R. Wade Benner
Notary Signature

My commission no. 15062441

Expires 06-01-2024



FRAZIER MEADOWS

A PLANNED UNIT DEVELOPMENT

Case # PUD # 116

Prepared For:

Frazier Meadows, LLC

10545 S. Memorial Dr.

Tulsa, OK 74133

Prepared By:

RK & Associates PLC

4815 South Harvard Avenue, Suite 290

Tulsa, OK 74135

March 18th, 2019

TABLE OF CONTENTS

FRAZIER MEADOWS

A PLANNED UNIT DEVELOPMENT

	PAGE
I. Development Concept	3
II. Development Standards	4
III. Access and Circulation	5
IV. Fire Protection	5
V. Screening Walls and Fences	5
VI. Storm Water Management	5
VII. Site Utilities	5
VIII. Platting Requirement	6
IX. Expected Schedule of Development	6

Exhibits

A – PUD Concept Illustration

B – Topographic Survey

C – Proposed Site Utilities

D – Aerial Photo

E – Legal Description

F - Frazier Meadows I

Frazier Meadows

I. Development Concept

This project to be known as “Frazier Meadows” will be platted as a new subdivision pursuant to the Proposed Unit Development 116 to the City of Jenks, Oklahoma (the “PUD”). The development site (the “Property”) consists 42.59 acres and is located approximately at the Northwest Corner of E. 131st Street South and South Harvard Avenue. Frazier Meadows is bordered on the west and north sides by un-platted lands zoned Agriculture.

The PUD provides for a single family residential development featuring public streets and consisting of a maximum of 101 lots in Phase I and 31 lots in Phase II. The property is currently zoned Agriculture which will be rezoned for RS-2. The PUD will utilize the flexibility offered by the Planned Unit Development provisions of the Jenks Zoning Code to develop a residential community through the most efficient use of the land available which is harmonious with the surrounding neighborhoods.

Frazier Meadows will be carefully designed utilizing a new retention pond with green space and club house amenities to provide a neighborhood with character that will operate as a model for future development in Jenks.

All utilities are available in the area and will be extended by the Developer of the PUD to and within the site.

II. Development Standards

Gross Land Area: **Phase I-** 32.51 Acres **Phase II-** 7.85 Acres

Permitted Uses: Uses permitted as a matter of right in the RS-2 (single family residential) zoning of the City of Jenks zoning code, along with customary and accessory uses, including but not limited to landscaped entrances and other uses which may be incidental thereto.

	PHASE I	PHASE II
Maximum number of dwelling units:	101	31
Minimum lot width Block 3:	60 feet	60 feet
Minimum lot area Block 3:	6200 sq. ft.	6200 sq. ft.

	PHASE I	PHASE II
Maximum building height	35 ft.	35 ft.

Minimum yard requirements:

PHASE I		PHASE II	
Blocks 1,2,3,4,5,8		Block 9,10,11	
Front yard	25 ft	Front yard	25 ft
Front yard (Blk 3-Lots 12-23)	37 ft	Front yard (Blk 9,Lots 9-12)	15 ft.
Front yard (Blk 4-Lots 1-12)	15 ft	Front yard (Blk 11, Lot 1)	15 ft
Front yard (Blk 5,Lots1-4)	15 ft	<u>Exterior Side Lots for (Blk 11- Lots 4 &10)</u>	
Front yard (Blk 8,Lot 11)	15 ft	<u>Homes to face south.</u>	
Side yard	5 ft		
Exterior side yard	15 ft		
Rear yard	20 ft		
Rear yard (Blk 8, Lot 11)	11 ft		

PHASE I	
Blocks 6,7	
Front yard	15 ft
Front yard to garage	20 ft
Side yard	5 ft.
Exterior side yard	15 ft.
Rear yard	20 ft.

Public streets: Minimum right-of-way width on the main collector street will be 50 feet with 26 feet of paving. Streets shall be constructed to meet the standards of the City of Jenks for minor residential public streets.

Signs: One entry identification sign on each side of the entry or a double-sided center island sign. The maximum display surface shall be 32 square feet per sign surface.

Home and Building Design: All home designs must be submitted and approved by the Architectural Committee.

Living area computation and minimum square footage: the computation of living area shall not include garages, porches, detached living space, or attics. The minimum square footage of living area for all dwellings shall be 1800 square feet.

Foundation/Stem walls: Foundation and stem walls shall be covered with brick,

stone, stucco or other materials approved in writing by the Architectural Committee.
No exposed stem walls.

Garages: Enclosed garages providing for a minimum of two automobiles shall be built on each lot.

Signs:

One entry identification sign on each side of the entry or a double sided center island sign. The maximum display surface shall be 32 Sq. Ft. per sign face.

III. Access and Circulation

All lots in Frazier Meadows will have access from two new entrances. One from 131st Street South and the other from South Harvard Avenue. All will be public streets in the subdivision with both entrances constructed to ensure adequate ingress and egress for residents, visitors, and emergency vehicles.

Prior to the final design of the public streets, soil borings and a geotechnical report will be obtained for implementation into the design.

IV. Fire Protection

Both new entrances will be sized for fire and emergency vehicles. Fire hydrants will be located within the subdivision in accordance with the recommendations of the Jenks Fire Marshall and the Oklahoma Department of Environmental Quality.

V. Screening Walls and Fences

A six foot high wood privacy fencing will be constructed along the 131st Street South and South Harvard Avenue road frontages and shall be maintained by the Frazier Meadows Homeowners Association. The permanent subdivision signage shall be located on the wall at the entry.

VI. Storm Water Management

A portion of the storm water from this subdivision and surrounding offsite drainage areas will be detained in a retention pond (Reserve A) located on site meeting the City of Jenks regulations and storm water design criteria. This onsite retention facility will include landscaping and amenities which will abut a planned club house, parking and walkways.

VII. Utilities

Water service shall be provided by a new 12" waterline extension from E 131st Street South and South Harvard Avenue intersection and another 6" water line extension from the south side of E. 131st Street South. A new Sanitary Sewer Lift Station with new force main will be constructed at the Northwest Corner area along with upgrading an existing 8" sanitary sewer force main on the south side of E. 131st Street South to a 12" force main along with 8" sanitary sewer gravity lines within the subdivision. New electric, gas and communication main lines will be constructed within the subdivision.

VIII. Park Area

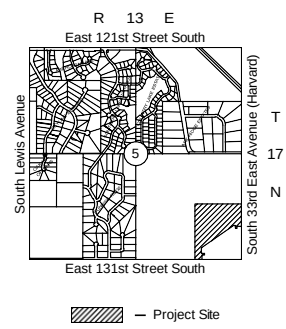
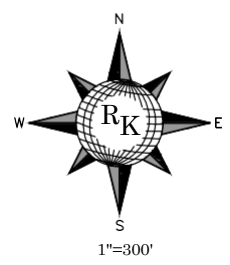
A small Reserve B area will be either used as a playground or dog park area.

IX. Platting Requirement

No building permit shall be issued until the project area has been included within a subdivision plat duly filed of record with the County Clerk of Tulsa County after having been submitted to and approved by the City of Jenks Planning Commission and The Jenks City Council.

X. Expected Schedule of Development

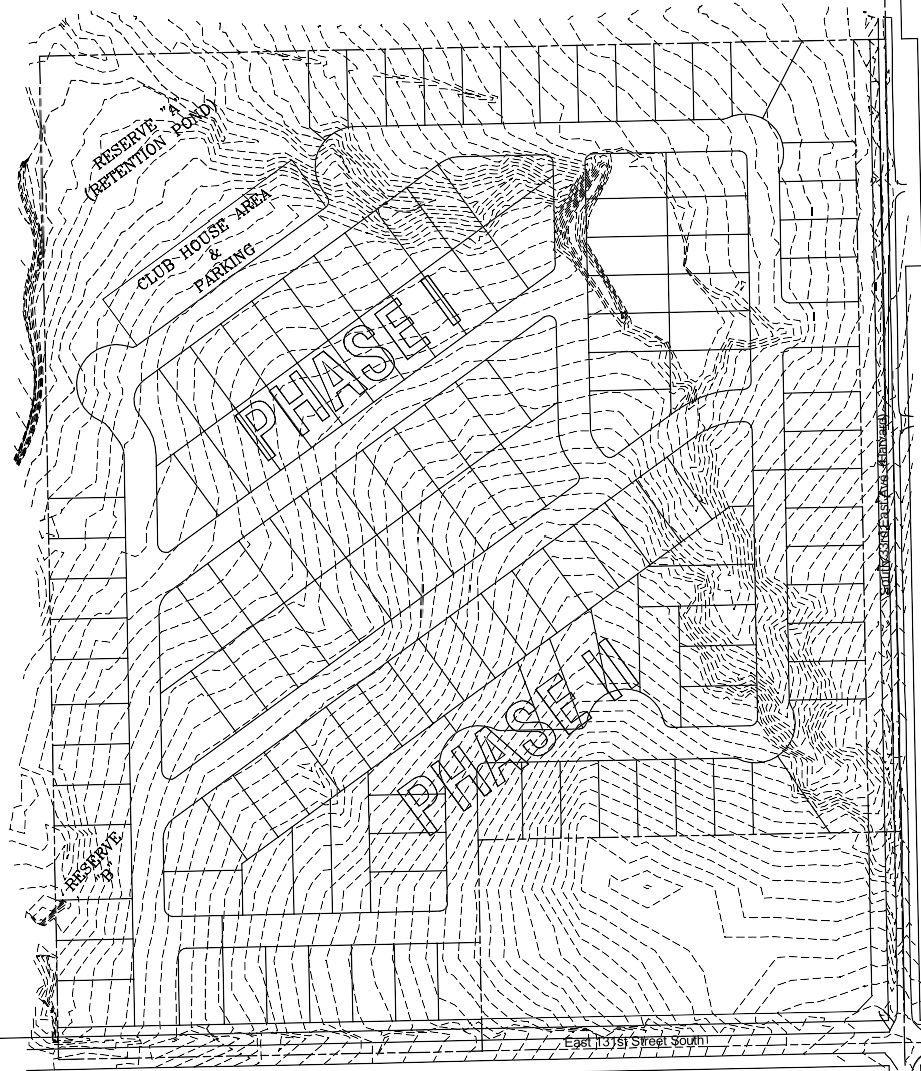
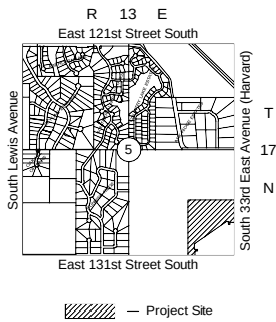
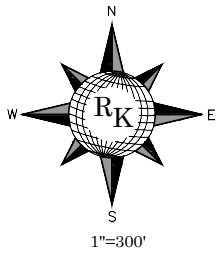
The project is expected to commence within a few months of final approval and will be completed duly thereafter.



& ASSOCIATES, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, OK. 74135
Cell: (918) 277-4784

Project: Frazier Meadows
Concept Illustration

March 18, 2019
EXHIBIT "A"

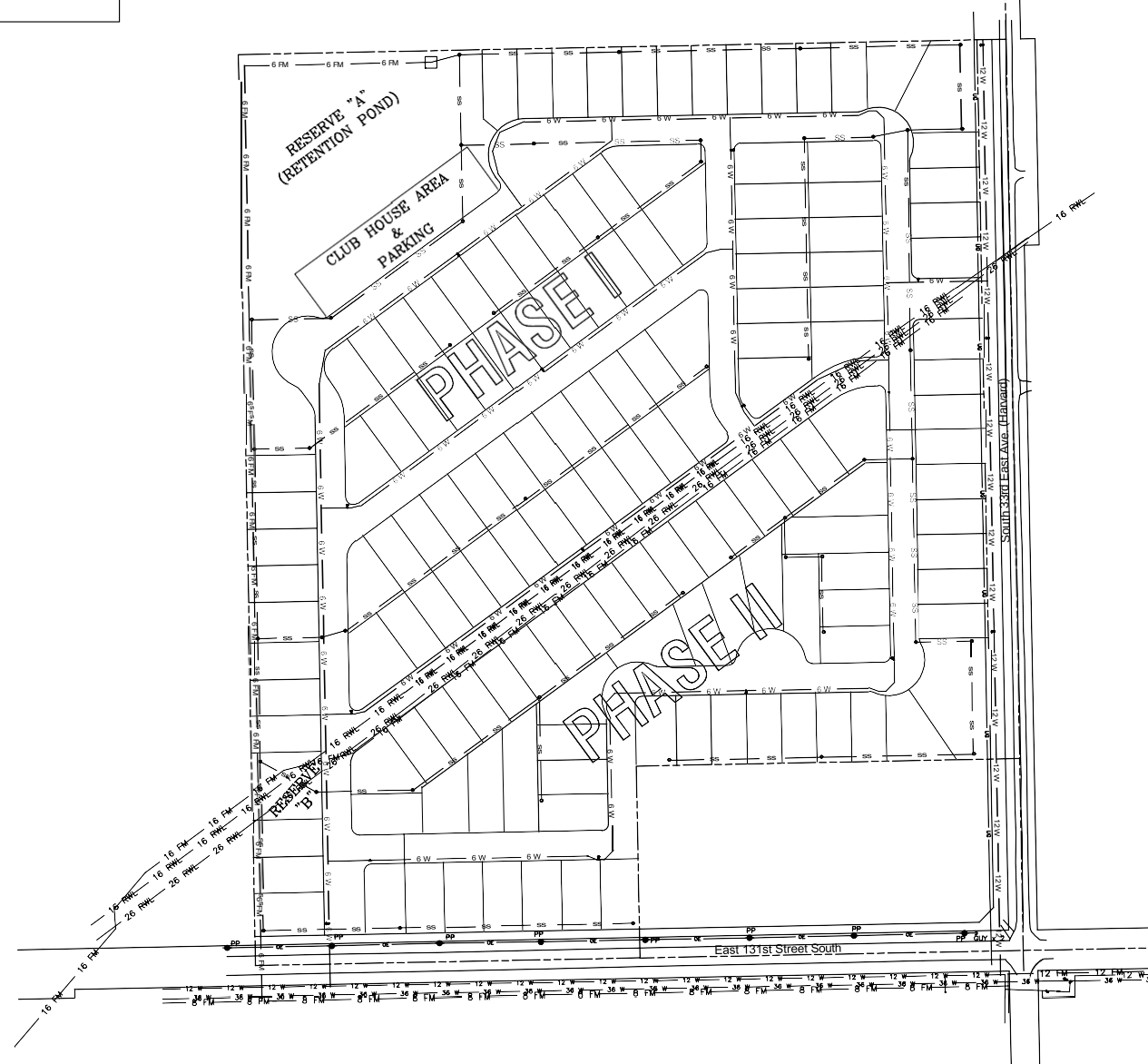
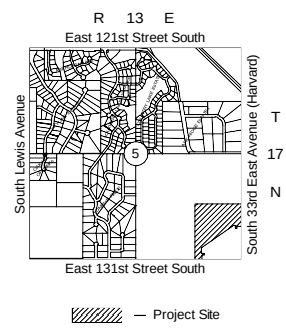
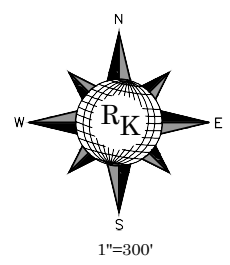


RK

& ASSOCIATES, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, OK. 74135
Cell: (918) 277-4784

Project: Frazier Meadows
Topographic Survey

March 18, 2019
EXHIBIT "B"

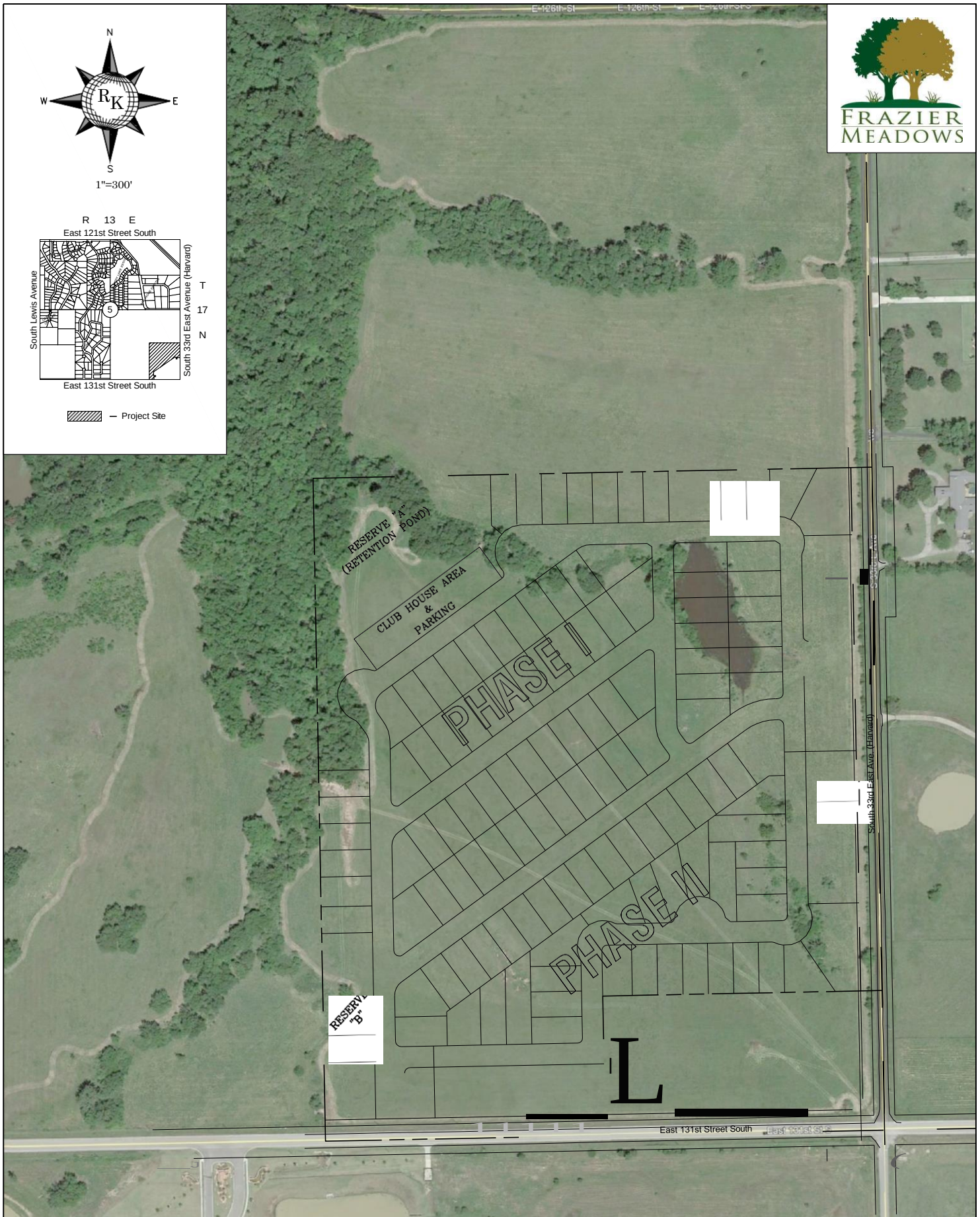
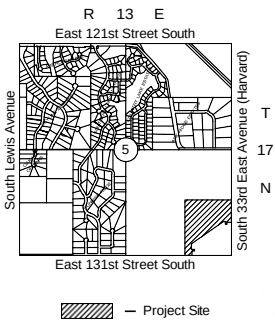
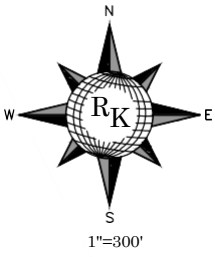


RK

& ASSOCIATES, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, OK. 74135
Cell: (918) 277-4784

Project: Frazier Meadows
Proposed Site Utilities

March 18, 2019
EXHIBIT "C"



R_K

& ASSOCIATES PLC
4815 South Harvard Ave. Ste. 290
Tulsa, OK. 74135
Cell: (918) 277-4784

Project: Frazier Meadows

Aerial Photo

March 18, 2019

EXHIBIT "D"



LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 1568 FEET OF THE EAST 1322 FEET OF SAID SECTION 5, **LESS AND EXCEPT** THE SOUTH 330 FEET OF THE EAST 660 FEET OF SAID SECTION 5

LEGAL DESCRIPTION WAS PREPARED ON JANUARY 31, 2018 BY CLIFF BENNETT, PLS 1815.



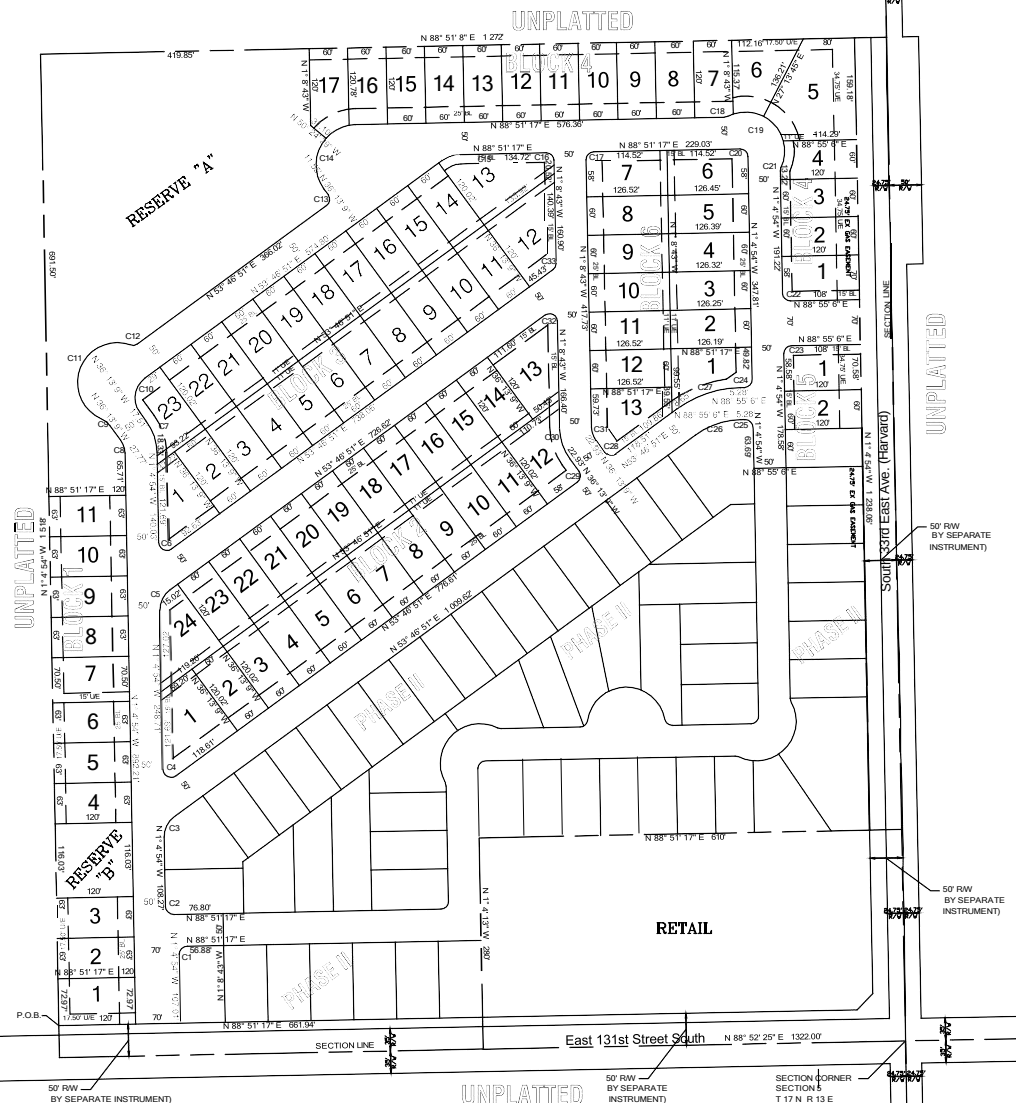
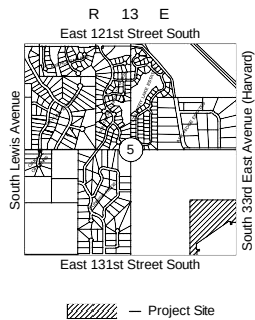
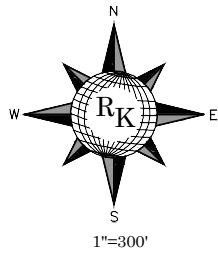
TK & ASSOCIATES PLC
Tulsa, OK 74135
4815 South Harvard Ave. Ste. 290
Cell: (918) 277-4784

Project: Frazier Meadows

Legal Description

March 18, 2019

EXHIBIT "E"



**R
K**

4815 South Harvard Ave. Ste. 290
& ASSOCIATES PLC
 Tulsa, OK. 74135
 Cell: (918) 277-4784

Project: Frazier Meadows
 Frazier Meadows I

March 18, 2019
EXHIBIT "F"

To	Planning Commission
Hearing Date	April 18, 2024
Case Number	Riverfront South Centre Preliminary Plat
Request	Approval of Preliminary Plat
Location	North of 91 st Street ("K"Place) and west of the Arkansas River
Applicant	Robert Bell, Bell Land Use

Staff Report

Preparer | Marcaé Hilton

Attachments

☐ Plat Documents

Preparer

Wallace Engineering

Background Information

STAFF COMMENTARY | This site was originally approved for a mix of uses, through Zoning Case JZ-617 PUD-110 | approved June 4, 2018, including but not limited to condominiums, apartments, and an assortment of retail. Since the approval no action has been taken, triggering a major amendment to PUD 110 which was approved February 06, 2024. The PUD Amendment redefines the three Development Areas A, B, and C defining the site plan as Phase I and Phase II. This approved amendment only outlines the development criteria of Phase I. Phase I is recognized as Development Area B of the original PUD 110. This plat represents Phase I (Development Area B).

PLANNING DATA

ZONING	PUD 110 (MA1) (Planned Unit Development District Overlay) (ROC) River Oriented Commercial (Legacy District) now follows the (RTC) River Tourist Commercial standards
INTENDED USE	Apartments & Mixed-Use Development
PARCEL ID	98318831831710
LEGAL	PT GOV LT 11 BEG 330E SWC TH N250 NW121.91 W248.64 N189 E77.75 NW116.49 N702.42 E216 SELY APPROX 800 S696.07 W326 POB SEC 18 18 13 13.02ACS
OWNER	PRICE, WILLIAM STUART II
ADDRESS	487 E K PL N
TR_SEC	8318

GROSS ACRES

PARCEL ID

LEGAL

OWNER

PROP_ADD

TR_SEC

GROSS ACRES

TAC

13.02

98318831833550

BEG 656E SWC SE TH N478.5 E150 S478.5 W150 POB SEC 18 18 13 1.65AC

PRICE, WILLIAM STUART II IRREV TRUST

503 E K PL N

8318

1.65

APRIL 3, 2024

Aaron Smith | PSO | Trans Right of Way Agent

I reviewed the plats and I do not see any issues with any AEP Transmission Lines or see any AEP Transmission line son the exhibits.

Angela Hughes | COX | Land Use Agent

Please find the plat release letter attached for Riverfront South Centre.

PUBLIC COMMENT

None, plats are not advertised.

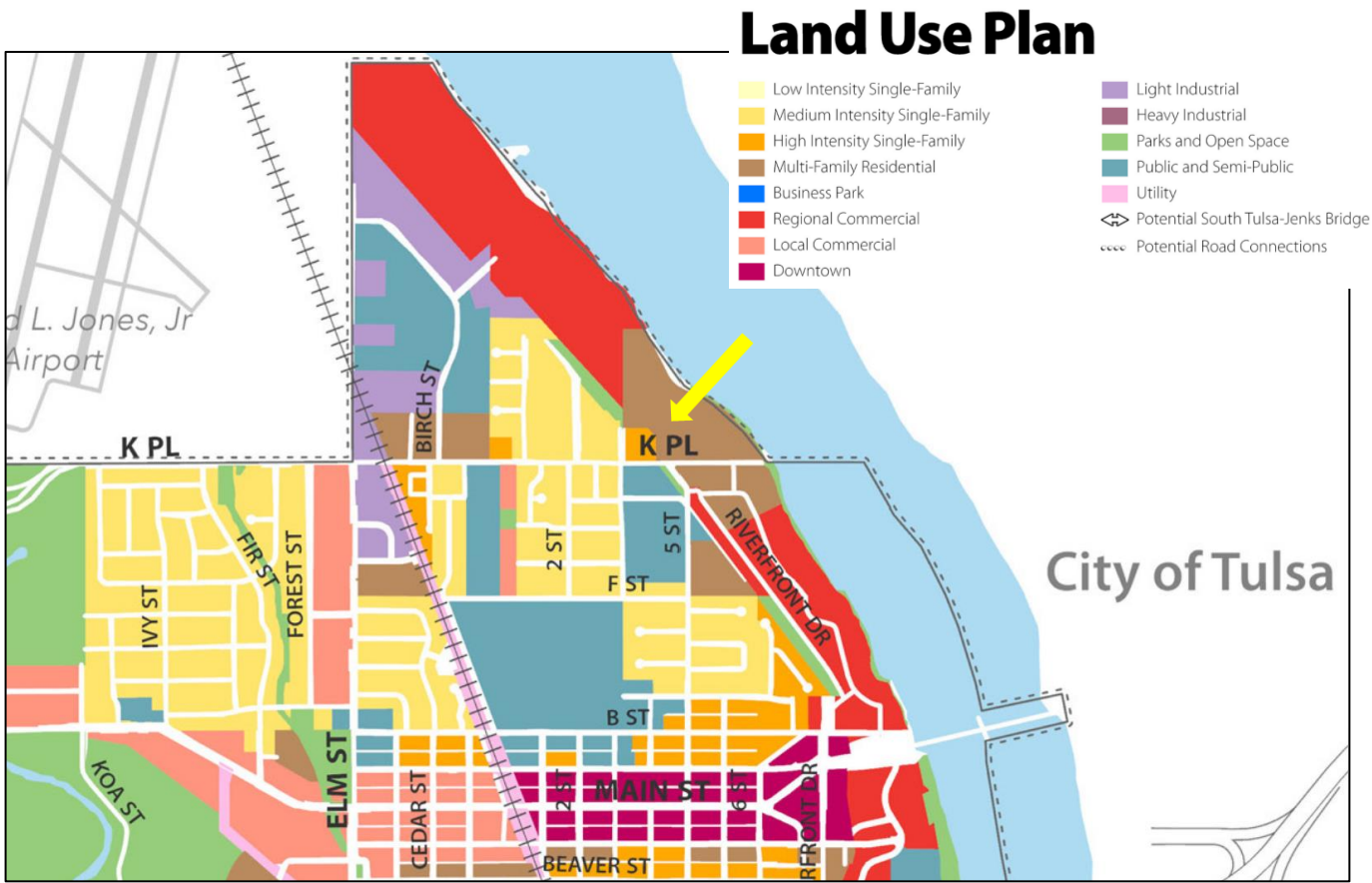


Figure 1: Comprehensive Land Use Map

\\civil-server\projects\2340861 Jenks Apartments\Draw\PRODUCTION\Plat\2340861 Preliminary Plat.dwg

PRELIMINARY PLAT

RIVERFRONT SOUTH CENTRE

PUD-110

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WILLIAM STUART PRICE II IRREVOCABLE TRUST, HEREINAFTER REFFERED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4), ALSO KNOWN AS LOT ELEVEN (11), OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT ELEVEN (11), 330.00 FEET EAST OF THE SOUTHWEST CORNER THEREOF, THENCE NORTH 00°52'48" WEST A DISTANCE OF 250.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE JENKS LEVEE SYSTEM; THENCE NORTH 43°06'40" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 121.91 FEET; THENCE SOUTH 89°18'36" WEST A DISTANCE OF 248.64 FEET TO A POINT ON THE WEST LINE OF LOT ELEVEN (11); THENCE NORTH 00°58'38" WEST ALONG SAID WEST LINE A DISTANCE OF 189.00 FEET; THENCE NORTH 89°34'36" EAST A DISTANCE OF 77.75 FEET TO THE NORTHEASTERLY PROPERTY LINE OF THE JENKS LEVEE SYSTEM; THENCE NORTH 42°50'40" WEST ALONG SAID PROPERTY LINE A DISTANCE OF 116.49 FEET TO THE WESTERLY LINE OF LOT ELEVEN (11); THENCE NORTH 00°58'38" WEST ALONG SAID WEST LINE A DISTANCE OF 702.42 FEET TO THE NORTHWEST CORNER OF LOT ELEVEN (11); THENCE NORTH 89°14'16" EAST ALONG THE NORTH LINE OF LOT ELEVEN (11) A DISTANCE OF 216.00 FEET TO A POINT ON THE WESTERLY HIGH BANK OF THE ARKANSAS RIVER; THENCE SOUTH 34°11'19" EAST ALONG THE HIGH BANK OF THE ARKANSAS RIVER FOR A DISTANCE OF 550.86 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE HIGH BANK OF THE ARKANSAS RIVER ON A CURVE TO THE LEFT WITH A RADIUS OF 190.00 FEET FOR A DISTANCE OF 226.38 FEET, SAID CURVE HAVING A CHORD THAT BEARS SOUTH 41°24'48" EAST FOR A DISTANCE OF 213.22 FEET, TO A POINT THAT IS 691.72 FEET NORTH AND 648.13 FEET EAST OF THE SOUTHWEST CORNER OF LOT ELEVEN (11); THENCE NORTH 00°58'32" WEST A DISTANCE OF 180.43 FEET; THENCE NORTH 89°11'41" EAST FOR A DISTANCE OF 353.50 FEET; THENCE SOUTH 22°49'55" EAST FOR A DISTANCE OF 945.51 FEET TO THE SOUTHEAST CORNER OF LOT ELEVEN (11); THENCE SOUTH 89°11'41" WEST ALONG THE SOUTH LINE OF LOT ELEVEN (11) FOR A DISTANCE OF 1031.50 FEET TO THE POINT OF BEGINNING, CONTAINING 24.51 ACRES MORE OR LESS.

SECTION I. STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND / OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT, THE OWNER 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 EASEMENT DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND, OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- OVERHEAD LINES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION, SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION SERVICE LINE TO A PARTICULAR STRUCTURE. THE SUPPLIER OF SERVICE SHALL, THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES SHALL, AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDE FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.
- THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH IT'S 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 DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- 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 WHICH 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, OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER, SEWER, AND STORM SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS 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, IN THE JUDGMENT OF THE CITY OF JENKS, 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 SYSTEMS, 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, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE 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 SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

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

F. PAVING AND LANDSCAPING WITHIN EASEMENT

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

G. MUTUAL ACCESS EASEMENT

THE AREA DEPICTED AS "M/A/E" (MUTUAL ACCESS EASEMENT) UPON THE ACCOMPANYING PLAT, IS HEREBY ESETABISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM EAST 91" STREET AND BETWEEN ADJOINING PROPERTY. SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE CITY OF JENKS, EACH AFFECTED LOT OWNER(S). EACH OF THE LOT OWNERS WITHIN RIVERFRONT SOUTH CENTRE, ALL OF THEIR GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER(S) PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SHALL HAVE THE REASONABLE USE OF THE EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE PLAT.

H. SANITARY SEWER EASEMENT

FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "SS/E" OR "SANITARY SEWER EASEMENT" FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING SANITARY SEWERS, TOGETHER WITH ALL FITTINGS INCLUDING THE PIPES, AND OTHER APPURTENANCES THERETO TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENT.

I. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF JENKS, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BY ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF JENKS, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF JENKS, OKLAHOMA.
4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF JENKS, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF JENKS, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

L. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO "K" PLACE (EAST 91" STREET SOUTH) WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF OKLAHOMA, OR ITS SUCCESSORS OR ASSIGNS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY THE CITY OF JENKS.

SECTION II - PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "RIVERFRONT SOUTH CENTRE" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD 110) AS PROVIDED WITHIN THE UDO (UNIFIED DEVELOPMENT ORDINANCE), PUD 110 WAS APPROVED BY THE JENKS PLANNING COMMISSION ON JANUARY 18, 2024 AND BY THE JENKS CITY COUNCIL ON JANUARY ____, 2024; AND

WHEREAS, PUD 110 AND SUBSEQUENT PUD AMENDMENTS ESTABLISH THE ALLOWED USES AND DEVELOPMENT STANDARDS.

WHEREAS, THE DETAILS AND SUBSEQUENT PUD AMENDMENTS CAN BE FOUND AT THE CITY OF JENKS, OKLAHOMA.

SECTION III -- PROPERTY OWNER AND COMMERCIAL USE TENANTS' ASSOCIATION

A. FORMATION OF THE RIVERFRONT SOUTH CENTRE PROPERTY OWNER AND COMMERCIAL USE TENANTS' ASSOCIATION

THE OWNER SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE LOT OWNERS AND COMMERCIAL USE TENANTS OF THE LOTS WITHIN RIVERFRONT SOUTH CENTRE TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE GENERAL COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT WITHOUT LIMITATION PEDESTRIAN EASEMENT AREAS, COMMON LANDSCAPING, SIGNAGE, AND FENCING AREAS, SITE ENTRY AND AESTHETIC FEATURES, MUTUAL ACCESS EASEMENTS, AND OTHER COMMON SUBDIVISION IMPROVEMENTS THAT BENEFIT ALL PROPERTY OWNERS AND COMMERCIAL USE TENANTS WITHIN RIVERFRONT SOUTH CENTRE.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS RECORD OWNER OR COMMERCIAL USE TENANT WITHIN RIVERFRONT SOUTH CENTRE SHALL BE A MEMBER OF THE RIVERFRONT SOUTH CENTRE PROPERTY OWNER AND COMMERCIAL USE TENANTS' ASSOCIATION. MEMBERSHIP SHALL BE MANDATORY AND SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OR COMMERCIAL LEASE OF A LOT OR STRUCTURE(S) UPON A LOT.

C. ASSESSMENT

EVERY PERSON OR ENTITY WHO IS RECORD OWNER OR COMMERCIAL USE TENANT WITHIN RIVERFRONT SOUTH CENTRE SHALL BE SUBJECT TO A PERIODIC ASSESSMENT BY THE RIVERFRONT SOUTH CENTRE PROPERTY OWNER AND COMMERCIAL USE TENANTS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE GENERAL COMMON AREAS OF THE SUBDIVISION.

D. MUTUAL ACCESS EASEMENT AND PEDESTRIAN EASEMENT

1. IN THE EVENT THE PROPERTY OWNER AND COMMERCIAL USE TENANTS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE ACCESS ROADS AND THE PEDESTRIAN TRAIL FACILITIES THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE PROPERTY OWNER AND COMMERCIAL USE TENANTS' ASSOCIATION.
2. IN THE EVENT THE PROPERTY OWNER AND COMMERCIAL USE TENANTS' 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 COST SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE ADDITION. SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL THE LOTS, 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 LOT OWNERS AND COMMERCIAL USE TENANTS WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS, AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN RIVERFRONT SOUTH CENTRE SHALL VIOLATE ANY OF THE COVENANTS HERIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS, ANY OWNER OR COMMERCIAL USE TEANANT OF A LOT, OR THE PROPERTY OWNERS 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 PROPERTY OWNERS OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREECH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA. THE COVENANTS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL OWNERSHIP IN RIVERFRONT SOUTH CENTRE AND APPROVAL BY THE CITY OF JENKS PLANNING COMMISSION AND JENKS CITY COUNCIL. 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, JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ORIG SIZE: 24" X 36"

PLOT: 3/20/24

\\civil-server\projects\2340861 - Jenks Apartments\Drawings\PRODUCTION\Plat\2340861 DOD.dwg

PRELIMINARY PLAT

RIVERFRONT SOUTH CENTRE

PUD-110

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: WILLIAM STUART PRICE II IRREVOCABLE TRUST, HAS EXECUTED THIS INSTRUMENT THIS ____DAY OF _____, 2024.

OWNER

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____DAY OF _____, 2024,

BY _____, AS _____.

NOTARY PUBLIC

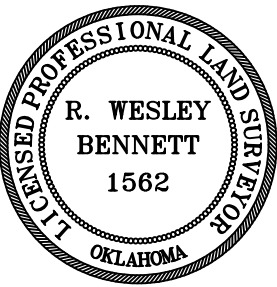
MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS RIVERFRONT SOUTH CENTRE, A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.

WITNESS MY HAND AND SEAL THIS ____DAY OF _____, 2024.



R. WESLEY BENNETT, PLS
OK PLS 1562

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

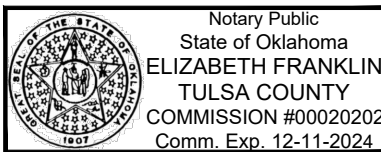
BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____DAY OF _____, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-2024

MY COMMISSION NUMBER: 00020202

[SEAL]





April 8th, 2024

Planning Department
City of Jenks
211 N Elm Street
Jenks, OK 74037

Attn: Marcae Hilton

RE: Riverfront South Centre

To Whom It May Concern:

Cox Communications has no objection to the release of the above-mentioned plat. The easements presently indicated on the plat of Riverfront South Centre satisfy the requirements of Cox Communications for the designated use of the property as can be determined presently. Currently, Cox Communications does not have any objections on approving the final plat.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any question or concerns, please feel free to contact our office at (918) 286-4686 or email TULROW@cox.com.

Sincerely,
Angela K Hughes
Angela Hughes
Cox Communications
Land Use Agent
11811 E. 51st St.
(918) 286-4686
TULROW@cox.com