

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 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 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 N88°51'08"E FOR A DISTANCE OF 1272.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 909.76 FEET; THENCE S88°55'06"W FOR A DISTANCE OF 170.00 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 N46°04'54"W; THENCE S88°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 S73°46'55"W; THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 75.00 FEET, A LENGTH OF 151.07 FEET, A CHORD DISTANCE OF 126.79 FEET, AND A CHORD BEARING OF N63°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 N21°04'58"W; THENCE N36°13'09"W FOR A DISTANCE OF 57.24 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 N36°13'09"W FOR A DISTANCE OF 50.50 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°46'15"E; THENCE N36°13'09"W FOR A DISTANCE OF 131.08 FEET; THENCE S53°46'51"W FOR A DISTANCE OF 731.00 FEET; THENCE S01°04'54"E FOR A DISTANCE OF 151.15 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 28.39 FEET, A CHORD DISTANCE OF 23.08 FEET, AND A CHORD BEARING OF S63°39'01"E; THENCE S34°27'54"E FOR A DISTANCE OF 23.88 FEET; THENCE S34°50'28"E FOR A DISTANCE OF 28.14 FEET; THENCE S55°55'48"W FOR A DISTANCE OF 40.00 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 37.02 FEET, A LENGTH OF 34.82 FEET, A CHORD DISTANCE OF 33.55 FEET, AND A CHORD BEARING OF S26°49'50"W; THENCE S01°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 S46°06'48"E; THENCE N88°51'17"E FOR A DISTANCE OF 40.29 FEET; THENCE S01°08'43"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 S43°53'12"W; THENCE S01°04'54"E FOR A DISTANCE OF 107.01 FEET; THENCE N88°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, platted, 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 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 areas 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 and 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, 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.

## 1.5 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 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 Standards

2.1.1 Land area (net): 32.51 Acres

2.1.2 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. Except as Amended by the PUD as follows:

Maximum number of dwelling units:	100
Minimum lot width:	60 ft.
Minimum lot area:	7,200 sq. ft.
Minimum Livability Space:	1,800 sq. ft.
Maximum building height:	35 ft.

2.1.3 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	15 ft.
Rear yard	20 ft.

BLOCK 6, BLOCK 7

Front yard	15 ft.
Front yard to garage	20 ft.
Side yard	5 ft.
Exterior side yard	15 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 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. Exterior fences along South Harvard Ave. & East 131st Street shall be established with Masonry or Rock Pillars.

2.1.7 All Single Family Dwelling Units shall have a minimum of 1,800 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 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 I. 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 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 for access by the City of Jenks to Sanitary Sewer Lift Station and other 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 I. 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 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 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 I 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.

- An accurate site plan including structure designs
- All square footage shall be stated on the building plans submitted to the Architectural Committee;
- 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;
- Details regarding the composition of all roofing and external building materials, including color schemes;
- Drainage and grading plans; and
- 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 the 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.