

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. 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 or 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 Fireplace: Fireplace chimneys fronting on any interior street, whether pre-fab or full masonry, shall be veneered. All non-masonry fireplace chimneys shall have an Architectural Committee approved terminator cap.

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

7.22 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.

7.23 Roof Pitch: Residences shall have a roof pitch of at least 6/12 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.

7.24 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.

7.25 Irrigation Systems: Each property owner shall install, operate, and maintain an underground irrigation or sprinkling system for the purpose of properly irrigating and watering the trees and landscaping. All landscape irrigation systems are to be monitored and maintained to prevent overwatering and excessive runoff to adjacent properties and streets.

7.26 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.

7.27 Retaining Walls: Retaining walls shall be brick, stone, stucco or decorative concrete block. Railroad tie retaining walls are not permitted. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

7.28 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.

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

7.30 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.

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

7.32 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.

7.33 Guttering: Homes with 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.

7.34 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.

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

7.36 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.

7.37 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.

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

7.39 Landscape: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first. All lots under 32,000 square feet must be sodded.

7.40 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 3" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

7.41 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.

7.42 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 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 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 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 _____ 2021 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 _____, 2021.

Frazier Meadows I, 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 _____, 2021, 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 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 _____ day of _____, 2021.

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 _____, 2021, 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 _____