

# DEED OF DEDICATION AND RESTRICTIVE COVENANTS THE COTTAGES AT JENKS PUD #122

KNOW ALL MEN BY THESE PRESENTS

THE COTTAGES JENKS, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT: A TRACT OF LAND THAT IS A PART OF LOT ONE (1), BLOCK TWO (2), OF THE CORRECTED PLAT OF JENKS COMMERCE PARK, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, ACCORDING TO PLAT NUMBER 5280 FILED IN THE RECORDS OF THE TULSA COUNTY CLERK, BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT ONE (1) OF BLOCK TWO (2), OF THE CORRECTED PLAT OF JENKS COMMERCE PARK, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, ACCORDING TO PLAT NUMBER 5280 FILED IN THE RECORDS OF THE TULSA COUNTY CLERK; THENCE N 01°05'02" W ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 1,265.95 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 111TH STREET SOUTH, SAID POINT BEARS S 01°05'02" E FOR 7.20 FEET FROM THE NORTHWEST CORNER OF SAID LOT ONE (1) OF BLOCK TWO (2); THENCE S 81°17'38" E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 16.12 FEET; THENCE N 88°42'37" E ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 229.48 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT ONE (1) OF BLOCK TWO (2); THENCE N 88°42'02" E ALONG SAID RIGHT-OF-WAY LINE AND LOT LINE FOR A DISTANCE OF 416.81 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE TO THE RIGHT ALONG THE BOUNDARY OF SAID LOT ONE (1) OF BLOCK TWO (2) AND RIGHT-OF-WAY TRANSITION LINE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET AND A CHORD WHICH BEARS S 46°17'58" E FOR A DISTANCE OF 42.43 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT ONE (1) OF BLOCK TWO (2) AND THE WESTERLY RIGHT-OF-WAY LINE OF JAMES AVENUE; THENCE S 01°17'58" E ALONG SAID LOT LINE AND RIGHT-OF-WAY LINE FOR A DISTANCE OF 522.76 FEET TO A POINT OF CURVE TO THE LEFT AND CONTINUING ALONG SAID LOT LINE AND RIGHT-OF-WAY LINE FOR THE NEXT THREE CALLS; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 770.00 FEET, A CENTRAL ANGLE OF 20°52'56", AN ARC DISTANCE OF 280.64 AND A CHORD WHICH BEARS S 11°44'26" E FOR DISTANCE OF 279.09 FEET; THENCE S 22°10'46" E FOR A DISTANCE OF 73.95 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 6°03'35", AN ARC DISTANCE OF 60.81 FEET AND A CHORD WHICH BEARS S 19°19'06" E FOR DISTANCE OF 60.78 FEET; THENCE S 88°46'44" W AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT ONE (1) OF BLOCK TWO (2) FOR A DISTANCE OF 381.30 FEET; THENCE S 01°05'02" E AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT ONE (1) OF BLOCK TWO (2) FOR A DISTANCE OF 310.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT ONE (1) OF BLOCK TWO (2); THENCE S 88°46'44" W ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS THE RECORD BEARING OF N 88°42'02" E ALONG NORTHERLY LINE OF LOT ONE (1), BLOCK TWO (2), OF THE CORRECTED PLAT OF JENKS COMMERCE PARK, AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, ACCORDING TO PLAT NUMBER 5280 FILED IN THE RECORDS OF THE TULSA COUNTY CLERK.

SAID TRACT CONTAINS 676,282.53 SQUARE FEET OR 15.525 ACRES MORE OR LESS.

AS OWNER/DEVELOPER, I HEREBY CERTIFY THAT I HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS PRESENTED ON THE PLAT AND HAVE DESIGNATED THE SUBDIVISION AS "THE COTTAGES AT JENKS", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA.

### SECTION I. EASEMENTS AND UTILITIES

#### 1.1. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE, FOR PUBLIC USE, THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UTL" 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 TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS OF WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG THE STREETS AND 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/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANTS 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 STREETS AND UTILITY EASEMENTS 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 A STREET OR EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

#### 1.2. UNDERGROUND SERVICE

1.2.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE SOUTHERLY PERIMETER EASEMENT OF THE SUBDIVISION. STREETLIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

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

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

1.2.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

1.2.5 THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION 1.2 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

#### 1.3. WATER AND SEWER SERVICE

1.3.1 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 THEIR 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. 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.

1.3.2 THE CITY OF JENKS, OR ITS SUCCESSORS, WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAIN, OR PUBLIC SANITARY SEWER MAIN, 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.

1.3.3 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.

1.3.4 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.

#### 1.4. GAS SERVICE

1.4.1 THE SUPPLIER OF GAS SERVICE, THROUGH ITS 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.

1.4.2 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.

1.4.3 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.

#### 1.5. 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 PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS "SECTION 1.5 SURFACE DRAINAGE" SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF JENKS, OKLAHOMA.

#### 1.6. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

#### 1.7. STORM SEWER

1.7.1 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 STORM SEWER EASEMENTS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.

1.7.2 NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORM SEWER EASEMENT AREA, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM SHALL BE PROHIBITED.

1.7.3 THE CITY OF JENKS, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT WILL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

1.7.4 THE FOREGOING COVENANTS CONCERNING THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.7.5 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER 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 STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH STORM, SHALL BE PROHIBITED.

#### 1.8. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH JAMES AVENUE AND WEST 111TH STREET SOUTH WITHIN THE BOUNDARIES DESIGNATED "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 JENKS, OKLAHOMA OR ITS SUCCESSORS, 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.

#### 1.9. RESERVE AREAS

RESERVE AREA "A" SHALL BE USED FOR DRAINAGE, DETENTION, UTILITIES, OPEN SPACE, SIGNAGE, LANDSCAPING, WALLS, AND FENCING.

### SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE COTTAGES - JENKS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (ENTITLED 122) AS PROVIDED WITHIN SECTION VI OF THE PLANNING AND ZONING OF THE CITY OF JENKS, OKLAHOMA AS AMENDED AND EXISTING ON, HEREINAFTER THE "JENKS ZONING CODE", WHICH PUD 122 WAS AFFIRMATIVELY RECOMMENDED BY THE JENKS PLANNING COMMISSION ON SEPTEMBER 17, 2020, AND APPROVED BY THE COUNCIL OF THE CITY OF JENKS, OKLAHOMA ON OCTOBER 6, 2020; AND WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND WHEREAS, THE OWNER/DEVELOPERS DESIRE TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA; THEREFORE, THE OWNER/DEVELOPERS DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS/DEVELOPERS, THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH:

- A. USE OF LAND
  - 1. ALL PROVISIONS OF THE JENKS ZONING ORDINANCE SHALL APPLY TO THE PROPERTY EXCEPT AS MODIFIED BY THE SUBMITTED DEVELOPMENT TEXT OF PUD 122. THE SINGLE-FAMILY RESIDENTIAL DEVELOPMENT OF THE COTTAGES - JENKS WILL BE PERMITTED AS A MATTER OF RIGHT UNDER THE RS-3 SINGLE-FAMILY RESIDENTIAL DISTRICT AND USES CUSTOMARILY ACCESSORY FOR RS-3 ZONE, PROVIDED THAT THE DEVELOPMENT WILL BE ESTABLISHED AS A CONDOMINIUM OWNERSHIP LOCATED ON ONE (1) RESIDENTIAL LOT. ACCESSORY USES FOR EACH DWELLING ARE RESTRICTED TO THOSE AREAS UNDER THE OWNERSHIP OF EACH RESIDENCE AND ARE THEREFORE RESTRICTED TO THE INTERIOR OF THE SINGLE-FAMILY RESIDENTIAL STRUCTURE. THE PLACEMENT OR LOCATION OF EACH SINGLE-FAMILY RESIDENTIAL STRUCTURE ON THE LOT IS SUBJECT TO THE DESIGN AND CRITERIA ESTABLISHED WITHIN PUD 122. THE TRAVEL WAYS, PARKING SPACES, COVERED PARKING, AND ENCLOSED PARKING STRUCTURES ARE ALL LOCATED ON PRIVATE PROPERTY UNDER THE OWNERSHIP OF THE CONDOMINIUM DEVELOPMENT AND ARE RECOGNIZED AS A PART OF THE INTERNAL PARKING LOT OF THE COTTAGES - JENKS.
- B. DEVELOPMENT STANDARDS (PUD 122) THE DEVELOPMENT, SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS:
  - 1. MAXIMUM NUMBER OF DWELLING UNITS - THE NUMBER OF DWELLINGS UNITS SHALL NOT EXCEED 138.
  - 2. MAXIMUM BUILDING HEIGHT - NO BUILDING SHALL EXCEED 30 FEET IN HEIGHT TO THE HIGHEST ROOF RIDGELINE.
- C. BUILDING SETBACKS
  - A. MINIMUM SETBACK FROM NORTH PROPERTY LINE IS 20 FEET.
  - B. MINIMUM SETBACK FROM EAST PROPERTY LINE FROM JAMES AVENUE IS 35 FEET.
  - C. MINIMUM SETBACK FROM EAST PROPERTY LINE FROM CONTINENTAL WIRE IS 15 FEET.
  - D. MINIMUM SETBACK FROM WEST PROPERTY BOUNDARY IS 20 FEET.
  - E. MINIMUM SETBACK FROM SOUTH PROPERTY LINE IS 25 FEET.
  - F. MINIMUM OFF-STREET PARKING SETBACK FROM STREET R-O-W IS 20 FEET.
- D. MINIMUM DISTANCE BETWEEN BUILDINGS - THE MINIMUM DISTANCE BETWEEN BUILDINGS SHALL BE 10 FEET.
- E. BUILDING FACADES - PER PUD NO. 122, SINGLE FAMILY RESIDENTIAL STRUCTURES WILL BE DESIGNED IN A COUNTRY BUNGALOW STYLE UTILIZING VARIOUS EXTERNAL PRODUCTS; BATTEN OVER RAW SIP PANELS, ROCK, MASONRY, SALT FINISHED CONCRETE, METAL ROOFING OVER PORCHES WITH DARK COMPOSITE SHINGLE ON REMAINDER OF ROOF AND BLACK FROM WINDOWS.

#### 8. LANDSCAPING AND SCREENING

LANDSCAPING - AN EXTENSIVE LANDSCAPE PLAN WILL BE DEVELOPED FOR THE SITE. THE LANDSCAPE PLAN WILL ADDRESS TREES, SHRUBBERY, GREEN SPACE, AND FLOWER BEDS FOR AREAS OF THE DEVELOPMENT TO INCLUDE BUT NOT LIMITED TO ENTRANCES, YARDS, CLUB HOUSE AREA, SWIMMING POOL AREA, POND AREA, SET BACK AREA ALONG JAMES AVENUE, AREA ALONG WEST PROPERTY LINE AND PARKING LOT ISLANDS. HEAVY LANDSCAPING IS ALSO DESIGNED ALONG JAMES AVENUE AND THROUGHOUT THE DEVELOPMENT.

SCREENING - EIGHT-FOOT-HIGH FENCING SHALL BE ESTABLISHED ON THE WEST, SOUTH, AND COMMON PROPERTY LINES WITH LOTS IN COMMERCE PARK SUBDIVISION. BOUNDARY DECORATIVE PERIMETER FENCING WILL BE ESTABLISHED ALONG PUBLIC ROAD FRONTAGES. IT IS THE INTENTION OF THE DEVELOPMENT TO NOT FENCE THE POND AREA TO PROVIDE BETTER AESTHETICS AND ALLOW AREA NEIGHBORHOODS ACCESS TO THE WALKING TRAIL AND POND.

9. LIGHTING - EXTERIOR AREA LIGHTING SHALL BE LIMITED TO SHIELDED FIXTURES DESIGNED TO DIRECT LIGHT DOWNWARD AND AWAY FROM ADJACENT RESIDENTIAL PROPERTIES. STREET AND PARKING LOT LIGHTING SHALL NOT EXCEED 19 FEET IN HEIGHT.

10. OTHER REQUIREMENTS - EXCEPT AS ABOVE SET FORTH, BUILDINGS AND OTHER IMPROVEMENTS SHALL COMPLY WITH THE BULK AND AREA REQUIREMENTS OF AN RS-3 RESIDENTIAL SINGLE-FAMILY DISTRICT AS SET FORTH WITHIN THE JENKS ZONING CODE.

#### D. SIGNS

- 1. A 50 X 50 EASEMENT AREA WILL BE DESIGNATED IN THE NORTHEAST CORNER OF THE DEVELOPMENT FOR THE PLACEMENT OF A GROUND SIGN FOR THE DEVELOPMENT.
- 2. ONE GROUND SIGN MAY BE ERRECTED NOT EXCEEDING 75 SQUARE FEET OF DISPLAY SURFACE AREA.
- 3. THE GROUND SIGN SHALL NOT EXCEED 20 FEET IN HEIGHT, MEASURED FROM THE MEAN CURB LEVEL OF THE LOT UPON WHICH IT IS ERRECTED.
- 4. DURING THE PERIOD OF CONSTRUCTION, BUT NOT EXCEEDING 24 MONTHS, A MAXIMUM OF ONE SIGN ADVERTISING THE DEVELOPMENT MAY BE ERRECTED ON THE WEST 111TH STREET SOUTH FRONTAGE OF THE DEVELOPMENT. THIS SIGN SHALL NOT EXCEED 32 SQUARE FEET OF SURFACE DISPLAY AREA. SUCH SIGN SHALL NOT EXCEED FIFTEEN FEET IN HEIGHT, ILLUMINATION IF ANY SHALL BE BY CONSTANT LIGHT.

E. ACCESS - THERE WILL BE ONE POINT OF ACCESS TO WEST 111TH STREET SOUTH AND ONE POINT OF ACCESS TO JAMES AVENUE. ALL GATED ACCESS INTO THE PROPERTY FROM AN ABUTTING STREET SHALL MEET THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS.

#### F. OWNER'S ASSOCIATION

1. THE COTTAGES AT JENKS IS ESTABLISHED AS A CONDOMINIUM DEVELOPMENT, PRIOR TO ANY SALE OF A STRUCTURE WITHIN THE DEVELOPMENT AS A CONDOMINIUM ARTICLE OF INCORPORATION SHALL BE FORMED THAT OUTLINES THE SALE OF THE INDIVIDUAL STRUCTURE AND THE RIGHTS AND RESPONSIBILITY OF THE OWNERS OF THE LAND AND, THE OWNER OF THE INTERIOR OF THE SINGLE-FAMILY RESIDENTIAL STRUCTURE.

2. THE OWNERS OF THE LAND SHALL ESTABLISH A PROPERTY MANAGEMENT ENTITY THAT IS RESPONSIBLE FOR MAINTAINING THE COMMON AREAS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, FENCING, RESERVES, DETENTION FACILITIES, STREETS/PARKING LOTS, GATES, CLUB HOUSE, SWIMMING POOL, PARK AREAS, ALL EXTERNAL BUILDING FACADES AND MATERIALS, AND OTHER EXTERNAL AREAS ENHANCING THE DESIRABILITY AND ATTRACTIVENESS OF THE DEVELOPMENT.

3. MEMBERSHIP- EVERY PERSON OR ENTITY WHO IS A FEE INTEREST OWNER OF A SINGLE-FAMILY RESIDENTIAL STRUCTURE WITHIN THE COTTAGES AT JENKS SHALL BE A MEMBER OF THE COTTAGES AT JENKS OWNERS ASSOCIATION. MEMBERSHIP SHALL BE MANDATORY AND APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP A STRUCTURE. THE ACCEPTANCE OF A DEED TO A RESIDENTIAL STRUCTURE SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE COTTAGES AT JENKS OWNERS ASSOCIATION AS OF THE DATE OF ITS INCORPORATION, OR AS IN TIME OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

4. COVENANT OF ASSESSMENT- THE OWNER AND EACH SUBSEQUENT OWNER OF A RESIDENCE BY ACCEPTANCE OF A DEED THEREFORE COVENANTS AND AGREES TO PAY TO THE COTTAGES AT JENKS OWNERS ASSOCIATION DUES AND ASSESSMENTS TO BE ESTABLISHED BY PROPERTY MANAGEMENT BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A STRUCTURE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.

5. UNIFORM RATE OF ASSESSMENT- OTHER ANNUAL AND SPECIAL ASSESSMENTS SHALL BE FIXED AT A UNIFORM RATE FOR EACH UNIT PROVIDED HOWEVER, THAT LOTS OWNED BY THE DEVELOPER SHALL NOT BE SUBJECT TO ASSESSMENT DURING DEVELOPER'S OWNERSHIP OF THE UNIT.

6. CERTIFICATE OF ASSESSMENT- THE OWNERS ASSOCIATION SHALL, UPON DEMAND, AND FOR A REASONABLE CHARGE, FURNISHING CERTIFICATE SIGNED BY AN OFFICER OF THE HOMEOWNERS ASSOCIATION SETTING FORTH WHETHER THE ASSESSMENTS ON A SPECIFIED UNIT HAVE BEEN PAID. A PROPERLY EXECUTED CERTIFICATE OF THE OWNERS ASSOCIATION AS TO THE STATUS OF ASSESSMENTS ON A UNIT BINDING UPON THE OWNERS ASSOCIATION AS OF THE DATE OF ITS ISSUANCE.

7. NON-PAYMENT REMEDIES- AN ASSESSMENT WHICH IS NOT PAID WHEN DUE SHALL BE DELINQUENT AND SHALL CONSTITUTE A LIEN ON THE UNIT 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 OWNERS ASSOCIATION MAY BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME, OR FORECLOSE TS 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. THE OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREAS OR ABANDONMENT OF HIS UNIT.

8. 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 PROPERTY OWNER.

### SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

#### 1. ENFORCEMENT AND DURATION

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEE, 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 THE UNDERSIGNED OWNER/DEVELOPER, 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.

#### 2. AMENDMENT

THE COVENANTS CONTAINED HEREIN WITHIN "SECTION I. EASEMENTS AND UTILITIES" AND "SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS" MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED BY THE OWNERS OF THE PROPERTY AND ACKNOWLEDGED BY THE JENKS PLANNING COMMISSION OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF JENKS, OKLAHOMA.

#### 3. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED 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 PROVISIONS 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 PHRASE, 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 OR COVENANT, OR CONDITIONS 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.

#### 4. DEFINITIONS

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 DECEMBER 6, 2019 OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF: THE COTTAGES JENKS, LLC HAS CAUSED ITS NAME TO BE AFFIXED, THIS DATE \_\_\_\_\_, 20\_\_\_\_.

THE COTTAGES JENKS, LLC

By: \_\_\_\_\_

STEVEN WATTS, MANAGER

COUNTY OF TULSA STATE OF OKLAHOMA ) ss

)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED STEVEN WATTS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAMES OF THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC

### CERTIFICATE OF DEDICATION

I, JEFFREY A. TUTTLE, DOES HEREBY CERTIFY THAT I HAVE, CAREFULLY AND ACCURATELY SURVEYED, STAKED AND PLATTED THE ABOVE DESCRIBED TRACT, AND THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

JEFFREY A. TUTTLE,

REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR

COUNTY OF TULSA STATE OF OKLAHOMA ) ss

)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED JEFFREY A. TUTTLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAMES OF THE MAKERS THEREOF TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC