

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
FOR
FIDLER ACRE

KNOW ALL MEN BY THESE PRESENTS:

THAT SHANE FIDLER, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND:

PART OF LOT FOUR (4) IN SECTION NINETEEN (19), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 502 FEET EAST OF SOUTHWEST CORNER OF SAID LOT FOUR (4), RUNNING THENCE EAST 132 FEET, THENCE RUNNING NORTH A DISTANCE OF 330 FEET, THENCE RUNNING WEST A DISTANCE OF 132 FEET, THENCE SOUTH A DISTANCE OF 330 FEET TO POINT OF BEGINNING, CONTAINING (1) ACRE, MORE OR LESS, A/K/A 813 EAST B STREET, JENKS, OK 74037.

SAID TRACT CONTAINING 43,560 SQUARE FEET, OR 1.00 ACRES.

AND HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED INTO ONE BLOCK, TWO LOTS, AND HAS DESIGNATED THE SAME FIDLER ACRE AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA (THE "ADDITION").

SECTION I. EASEMENTS AND UTILITIES

GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND 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 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 TO THE AREA INCLUDED IN THE PLAT AND TO AREAS OUTSIDE OF 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 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 HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING AND LANDSCAPING, THAT DO NOT CONSTITUTE AN OBSTRUCTION AND AFORESAID.

UNDERGROUND SERVICE

UNDERGROUND SERVICE LINES AND POLES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE NORTH AND WEST PROPERTY LINES ADJACENT TO RIGHT-OF-WAYS, WITHIN THE UTILITY EASEMENTS 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.

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 AND 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 AND EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT. COVERING A FIVE FOOT (5') 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.

THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTS SHOWN 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 OR CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELECOMMUNICATION OR GAS FACILITIES. EACH SUPPLY OR SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACRS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREE TO BE BOUND HEREBY.

WATER SANITARY SEWER AND STORM SEWER SERVICE

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

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, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH

PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND 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.

OTHER USES

THE EASEMENTS HEREBY GRANTED SHALL NOT BE LIMITED EXCLUSIVELY TO ACCESS, RESTRICTED WATER LINE, STORM SEWER AND OVERLAND DRAINAGE EASEMENTS. THE PROPERTY LYING WITHIN ANY SUCH EASEMENT MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION. EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES SHALL NOT INTERFERE WITH STORM SEWER AND OVERLAND SURFACE DRAINAGE PURPOSES.

THE LOT OWNERS ON WHICH THE EASEMENTS ARE SITUATED HAVE THE RIGHT TO USE THE EASEMENTS IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF JENKS IN THE RIGHTS GRANTED UNDER THE DEDICATION.

SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS

WHEREAS, 'FIDLER ACRE' WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD No. _____) PURSUANT TO CHAPTER 9 OF THE CITY OF JENKS ZONING ORDINANCE.

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE JENKS ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURRING 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/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, ASSIGNS AND THE CITY OF JENKS, OKLAHOMA.

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 SUCCESSOR AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH

I. DEVELOPMENT STANDARDS

PERMITTED USES:

THE FOLLOWING USES SHALL BE PERMITTED:

USE UNITS

- 11. OFFICES AND STUDIOS

PREVENT VIOLATION OF THE RIGHT IN AND RIGHT OUT DESIGN OF THE ACCESS. THE SIGN MUST BE LOCATED FAR ENOUGH WEST TO NOT EFFECT VISUAL ASPECTS OF A TURNING MOTION TO THE INTERSECTION WITH RIVERFRONT DRIVE. THE SIGN WILL BE ALLOWED THE NAME OF THE BUSINESS OR LOGO OF THE RESTAURANT BUT MUST ALSO INCLUDE IN ONLY ON NORTH SIDE AND EXIT ONLY ON THE SOUTH. THE OWNER OF THE PROPERTY MUST PROCESS AN ENCROACHMENT AGREEMENT WITH THE CITY OF JENKS PRIOR TO INSTALLATION OF THE SIGN.

2. WALL OR CANOPY SIGNS SHALL NOT EXCEED AN AGGREGATE DISPLAY SURFACE AREA OF 1.5 SQUARE FEET PER EACH LINEAL FOOT OF THE BUILDING WALL TO WHICH THE SIGN OR SIGNS ARE AFFIXED. WALL AND CANOPY SIGNS SHALL BE FURTHER RESTRICTED AS FOLLOWS:
 - a. A WALL OR CANOPY SIGN SHALL NOT EXTEND ABOVE THE TOP OF THE PARAPET OR BUILDING WALL ON WHICH IT IS LOCATED.
3. IN ADDITION TO THE WALL OR CANOPY SIGNS PERMITTED A LOT CONTAINING ONE BUSINESS ESTABLISHMENT MAY UTILIZE FOR BUSINESS SIGNS AN AGGREGATE DISPLAY SURFACE AREA OF PROJECTING OR GROUND SIGNS AS FOLLOWS
 - a. IF NOT MORE THAN ONE PROJECTING OR GROUND SIGN IS ERECTED, TWO SQUARE FEET OF DISPLAY SURFACE AREA PER EACH LINEAR FOOT OF STREET FRONTAGE.
 - b. IF MORE THAN ONE PROJECTING OR GROUND SIGN IS ERECTED, ONE SQUARE FOOT OF DISPLAY SURFACE AREA PER EACH LINEAR FOOT OF STREET FRONTAGE.
 - c. A GROUND SIGN SHALL NOT EXCEED 20 FEET IN HEIGHT, MEASURED FROM THE MEAN CURB LEVEL OF THE LOT UPON WHICH IT IS ERECTED.
 - d. ONE SIGN FOR EACH TENANT MAY BE ERECTED NOT EXCEEDING ONE SQUARE FOOT OF DISPLAY SURFACE AREA PER EACH LINEAR FOOT OF FRONTAGE BUILDING WALL OF THE TENANCY OR 60 SQUARE FEET, WHICHEVER IS GREATER.
4. DURING THE PERIOD OF CONSTRUCTION, BUT NOT EXCEEDING 24 MONTHS, A MAXIMUM OF TWO SIGNS ADVERTISING THE CONSTRUCTION AND THE BUSINESS IMPROVEMENTS MAY BE ERECTED ON THE PERIMETER STREET FRONTAGES OF THE DEVELOPMENT. THESE SIGNS 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.

III. PARKING

OFF STREET PARKING CONSISTENT WITH THE JENKS ZONING CODE SHALL BE REQUIRED.

IV. LANDSCAPE

STREET FRONTAGES WITHIN LOT 1 SHOULD PROVIDE A SENSE OF OPEN-SPACE AND SHOULD BE BUFFERED FROM THE STREETS BY LANDSCAPED DRIVES, LAWNS, OR PARKING.

TRASH RECEPTACLES: ALL TRASH RECEPTACLES SHALL BE LOCATED IN THE REAR OF THE BUILDING(S) AND SHALL BE ENCLOSED FROM PUBLIC VIEW UTILIZING SAME BUILDING MATERIALS OF THE PRIMARY STRUCTURE LOCATED WITHIN THE DEVELOPMENT.

OFFICE DEVELOPMENTS ARE REQUIRED TO PROVIDE 15% LOT AREA BE DEVELOPED FOR LANDSCAPE PURPOSES.

V. APPEARANCE REVIEW

THE PROPERTY IS SUBJECT TO THE RIVERFRONT APPEARANCE REVIEW GUIDELINES AND PROCESS REQUIREMENTS AS SPECIFIED IN THE JENKS ZONING CODE.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES AND SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITH SECTIONS 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/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOT WITHIN FIDLER ACRE SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF JENKS 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 OWNERS ASSOCIATION OR ANY OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF. THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

DURATION

THE COVENANTS CONTAINED IN "FIDLER ACRE" HEREOF SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS AND UTILITIES, SECTION II. DEVELOPMENT STANDARDS 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 APPLICABLE AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE

JOSHUA R. LAMB
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1678

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2020, PERSONALLY APPEARED JOSHUA R. LAMB, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HER NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMISSION NUMBER:
