

323 GARDENS
Pud 134

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Marlee Commercial Resources, LLC is the owner in fee simple to the following described property in the City of Jenks, Tulsa County, Oklahoma, to-wit:

Lots 10, 11, 12, Block 2, Jenks-Original Town, Tulsa County, State of Oklahoma.

and Marlee Commercial Resources, LLC has caused the above-described land to be surveyed, staked, platted, granted, donated, conveyed, and dedicated, access rights reserved, and subdivided into one lot, one block, platted as one lot and one block and has designated the same as "323 Gardens", an addition to the City of Jenks, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. EASEMENTS AND UTILITIES

The Owner hereby dedicates to the public the 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, manholes 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 stated, provided that the Owner reserves the right to construct, maintain, operate, lay and repair or replace water lines and sewer lines within the property owned by the particular owner, together with the right of ingress and egress for such construction, maintenance, operation, laying, repairing 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 areas depicted on the plat. The owner herein imposes a restrictive covenant, which covenant shall be binding on the 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 that interferes with stated uses and purposes of the utility easements shall be placed, erected, installed or maintained, provided nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences which do not constitute an obstruction.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 1. The owner of the lot shall be responsible for the protection of any public water mains, sanitary sewer mains, and storm sewers located on the Owners lot.
- 2. Within utility easements, restricted waterline, sanitary 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 any construction activity which, in the judgment of the City of Jenks, would interfere with public water mains, sanitary sewer mains, 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 Owners 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 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 facilities.
- 5. The covenants set forth in this subsection shall be enforceable by the City of Jenks, Oklahoma, or its successors, and the owner of the lot agrees to be bound by these covenants.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

The Owner/Developer of the lot depicted on the accompanying plat shall be responsible for the repair of damage to landscaping and paving occasioned by installation or necessary maintenance of underground water, sanitary sewer, storm sewer, natural gas, communication, cable television or electric facilities within the easement areas depicted upon the accompanying plat, provided the City of Jenks, Oklahoma, or its successors, or the supplier of the utility service shall use reasonable care in the performance of such activities.

D. LIMITS OF NO ACCESS

The Owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to E. 'C' Street and No. 5th Street, within the bounds designated as "Limits of No Access" on the accompanying plat, which Limits of No Access may be amended or released by the Jenks Planning Commission, or its successor, with the approval of the City of Jenks, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the Limits of No Access established above shall be enforceable by the City of Jenks, Oklahoma.

E. UTILITY SERVICE

- 1. Overhead lines for the supply of electric, telephone and cable television services may be located within the West easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable, and elsewhere throughout the subdivision, all supply lines including electric, telephone, cable television and gas lines shall be located underground in easements dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in general utility easements.
- 2. Underground service cables and gas service lines to all structures within the subdivision may be extended from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure upon the lot, provided upon 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 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.
- 3. The supplier of electric, telephone, cable television and gas service, through its agents and employees, shall at all times have the right of access to all utility easements 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.
- 4. The Owner/Developer of the lot shall be responsible for the protection of the underground service facilities located on the lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone, cable television or gas facilities. Each supplier of these services shall be responsible for ordinary maintenance of underground facilities, but the owners of the lot shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner/Developer of the lot or the Owner/Developers agents or contractors.
- 5. The covenants set forth in this subsection 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 by these covenants.

G. SURFACE DRAINAGE

The lot shall receive and drain, in an unobstructed manner, the stormwater from the drainage areas of higher elevation. The owner/developer will not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The covenants set forth in this subsection shall be enforceable by the lot owner and by the City of Jenks, Oklahoma.

H. SIDEWALKS

Sidewalks will be constructed along E. 'C' Street and No. 5th Street. Sidewalks shall be constructed in conformance with the standards of the City of Jenks, Oklahoma.

I. LAND USE.

All construction is to be completed, according to the City of Jenks, zoning codes.

L. RESTRICTIVE COVENANTS ENFORCEMENT

Restrictive covenants will be adopted and recorded for the subdivision as platted.

SECTION 2. PRIVATE COVENANTS AND RESTRICTIONS.

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Jenks; "lot" shall mean a lot in the Subdivision.; "lot owner" shall mean a lot owner in the Subdivision; "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Jenks Zoning Code.

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

- 1. Private Covenants and Restrictions Applicable to the lot. The Privatd Covenants and Restrictions for "323 Gardens" will be filed with the court clerk in Tulsa County, Oklahoma.

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SECTION 3. PUD 133

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Bulk and Area Requirements for Residential Multifamily Districts

RM-2 zoning
Lot width 20.5' min.
Lot Area 1,435 sf min.
Land Area per D.U. 2,420 sf Area per D.U.
Structure Height (max) 35'-0" (max)
Availability Space per D.U. (min sf) 400 sf (min sf)

STRIKE

1,750

Set backs and lot dimensions:

Minimum Setbacks:
From the north property line 6'-0"
From the south property line 28'-0"
From the east property line 6'-0"
From the west property line 6'-0"

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Facade Material: masonry units, brick or EFIS/Stucco

SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

A. Duration, Amendment and Severability.

- 1. Duration. These restrictions shall remain in full force and effect until January 1, 2027, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.
- 2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the Marlee Commercial Resources, LLC, except Section 1, which may be altered only with the written consent of the City of Jenks.
- 3. Severability. Invalidity 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 of any part thereof as set forth herein, which shall remain in full force and effect.
- 4. Enforcement. The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Jenks, Oklahoma (as to the violation of the Covenants contained in Section 1), to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

FINAL PLAT
CERTIFICATION OF APPROVAL

I hereby certify that this plat was approved by the Jenks Planning Commission on this _____ day of _____, 20____

Chairperson, Vice Chairperson or Secretary

I hereby certify that this plat was approved by the Jenks City Council on this _____ day of _____, 20____

Mayor or Vice Mayor

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

City Manager

This approval shall not be interpreted to mean sanitary sewers, storm drainage or other utilities, are constructed as shown on this plat.

As owner, Marlee Commercial Resources, LLC, hereby certifies that it has caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this _____ day of _____, 20____.

Marlee Commercial Resources, LLC

By: Member/Manager

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 _____, 20____ personally appeared _____ to me known to be the identical person who subscribed the name 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 for said 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 Public

My commission expires: _____

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____ day of _____, 20____.

Charles K. Howard, RLS #297
C.A. No. 5611 Exp.Date: 6/30/2023

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 _____, 20____ personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, 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.

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

Notary Public

My Commission expires: _____