

BLOCK 1 SQUARE FEET	
LOT NO.	SQ. FT.
1	8,756.68
2	7,560.00
3	7,560.00
4	7,560.00
5	7,560.00
6	7,560.00
7	8,460.00
8	7,560.00
9	7,560.00
10	7,560.00
11	7,560.00
12	9,360.01
13	7,560.00
14	7,098.73

BLOCK 2 SQUARE FEET	
LOT NO.	SQ. FT.
1	7,200.00
2	7,200.00
3	7,200.00
4	7,200.00
5	13,861.68
6	14,012.47
7	7,324.16
8	7,200.00
9	7,200.00
10	7,300.00
11	7,200.00
12	7,200.00
13	7,200.00
14	14,012.96
15	11,212.67
16	7,200.00
17	7,200.00
18	7,200.00
19	7,200.00
20	7,200.00
21	10,392.43
22	10,631.89
23	8,400.00

BLOCK 3 SQUARE FEET	
LOT NO.	SQ. FT.
1	9,724.71
2	7,800.00
3	7,800.00
4	7,800.00
5	7,800.00
6	7,800.00
7	7,800.00
8	7,800.00
9	7,800.00
10	7,800.00
11	9,063.73
12	10,189.70
13	8,765.11
14	8,765.11
15	8,765.11
16	8,765.11
17	8,765.11
18	8,765.11
19	8,765.11
20	8,765.11
21	8,765.11
22	8,765.11
23	16,279.72

BLOCK 4 SQUARE FEET	
LOT NO.	SQ. FT.
1	6,849.14
2	6,818.67
3	7,486.64
4	6,394.50
5	7,486.64
6	6,394.50
7	7,486.64
8	6,394.50
9	7,486.64
10	6,394.50
11	8,159.61
12	6,885.97

BLOCK 5 SQUARE FEET	
LOT NO.	SQ. FT.
1	10,781.39
2	6,963.73
3	7,200.00
4	6,250.00
5	7,200.00
6	7,200.00

BLOCK 6 SQUARE FEET	
LOT NO.	SQ. FT.
1	8,438.32
2	7,200.00
3	7,200.00
4	7,200.00
5	7,200.00
6	7,200.00
7	7,200.00

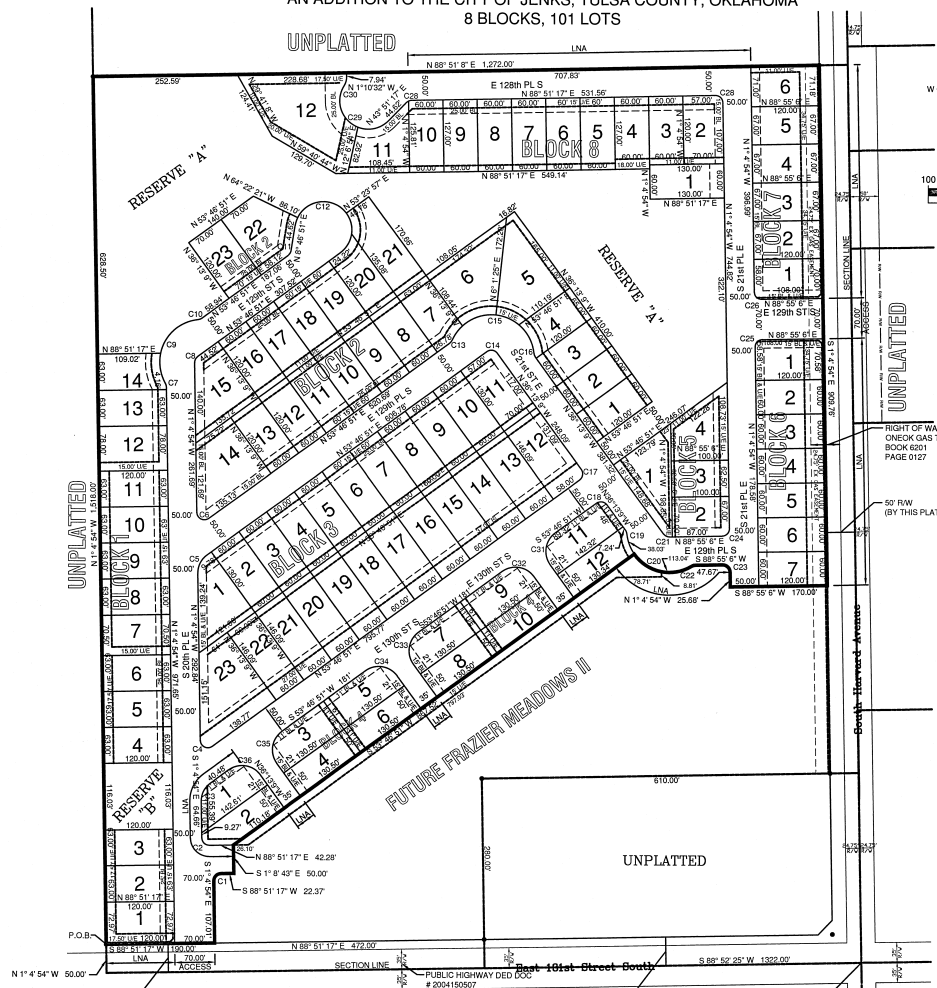
BLOCK 7 SQUARE FEET	
LOT NO.	SQ. FT.
1	8,369.10
2	8,040.00
3	8,040.00
4	8,040.00
5	8,040.00
6	8,530.25

BLOCK 8 SQUARE FEET	
LOT NO.	SQ. FT.
1	7,800.00
2	8,363.64
3	7,200.00
4	7,600.00
5	7,600.00
6	7,600.00
7	7,600.00
8	7,600.00
9	7,600.00
10	7,617.90
11	8,978.81
12	23,886.81

CURVE DATA TABLE				
NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	13.00'	20.41'	18.37'	89°56'11"
C2	13.00'	20.43'	18.39'	90°03'49"
C3	37.00'	35.43'	34.09'	84°51'46"
C4	13.00'	20.39'	18.35'	123°08'14"
C5	38.00'	36.39'	35.01'	84°51'46"
C6	13.00'	20.39'	18.35'	123°08'14"
C7	13.00'	12.51'	6.92'	28°57'16"
C8	13.00'	12.45'	11.38'	28°51'46"
C9	75.00'	149.34'	125.86'	114°05'25"
C10	13.00'	6.87'	6.79'	30°16'22"
C11	13.00'	10.21'	9.95'	44°59'00"
C12	50.00'	196.35'	92.39'	225°07'00"
C13	13.00'	6.87'	6.79'	30°16'22"
C14	13.00'	20.42'	18.38'	89°56'00"
C15	75.00'	107.76'	145.07'	102°32'43"
C16	13.00'	6.87'	6.79'	30°16'22"
C17	13.00'	20.42'	18.38'	89°56'00"
C18	13.00'	20.42'	18.38'	90°00'00"
C19	13.00'	6.87'	6.79'	30°16'22"
C20	75.00'	151.07'	126.79'	115°24'29"
C21	13.00'	12.45'	11.38'	84°51'46"
C22	13.00'	6.87'	6.79'	30°16'22"
C23	13.00'	20.42'	18.38'	90°00'00"
C24	13.00'	20.42'	18.38'	89°56'00"
C25	12.00'	18.85'	18.97'	90°00'00"
C26	12.00'	18.85'	18.97'	89°56'00"
C27	13.00'	20.43'	18.39'	90°03'49"
C28	13.00'	10.21'	9.95'	44°59'00"
C29	50.00'	147.57'	99.55'	169°00'11"
C30	25.00'	14.89'	14.67'	30°00'01"
C31	40.00'	62.83'	56.57'	90°00'00"
C32	40.00'	62.83'	56.57'	90°00'00"
C33	40.00'	62.83'	56.57'	90°00'00"
C34	40.00'	62.83'	56.57'	90°00'00"
C35	40.00'	62.83'	56.57'	90°00'00"
C36	40.00'	62.83'	56.57'	90°00'00"

FRAZIER MEADOWS I

PLANNED UNIT DEVELOPMENT NO. 116
PART OF THE SE/4 OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 13 EAST,
AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA
8 BLOCKS, 101 LOTS



FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council on April 20, 2022

MAYOR - VICE MAYOR

CITY MANAGER

This approval is void if the above signature is not endorsed by the City Manager

MONUMENT NOTES

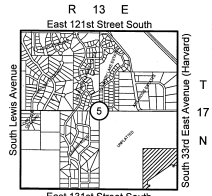
3/8" IP WITH CAP
AT ALL LOT CORNERS

BENCHMARK

THE DATUM IS
NAVD88

OWNER

Frazier Meadows, LLC
10545 South Memorial Drive
Tulsa, Oklahoma 74133



CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of \$35,660.00 per trust receipt no. 17107 to be applied to 2022 taxes. This certificate is NOT to be construed as payment of 2022 taxes in full but is given in order that this plat may be filed on record. 2022 taxes may exceed the amount of the security deposit.

Dated: 03/17/2022
John M. Fetherill
Tulsa County Treasurer
By: [Signature]
Deputy

LEGAL DESCRIPTION

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 S88°51'08"E FOR A DISTANCE OF 1272.00 FEET; THENCE S01°04'54"W 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 N89°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 S71°46'55"W; THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 75.00 FEET, A LENGTH OF 115.94 FEET, A CHORD DISTANCE OF 102.64 FEET, AND A CHORD BEARING OF N78°10'34"W; THENCE S53°46'51"W FOR A DISTANCE OF 867.52 FEET; THENCE S01°04'54"W FOR A DISTANCE OF 50.00 FEET, AND A CHORD BEARING OF S71°46'55"W; 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 S45°51'46"W; THENCE S01°04'54"W FOR A DISTANCE OF 107.01 FEET; THENCE S88°51'17"W FOR A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINING 32.51 ACRES, MORE OR LESS.

LEGEND

- U/E = UTILITY EASEMENT
- W/E = WATER LINE EASEMENT
- L/E = LANDSCAPE EASEMENT
- R/W = RIGHT OF WAY
- BL = BUILDING LINE
- L/A = LIMITS OF NO ACCESS
- ACC = LIMITS OF ACCESS
- POB = POINT OF BEGINNING
| ODE | = OVERLAND DRAINAGE EASEMENT |
| F/E | = FENCING EASEMENT |
| P/RW | = PIPE LINE RIGHT OF WAY |
| R/W DED | = RIGHT OF WAY DEDICATION PER COVENANTS |

ENGINEER

RK and Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Richard Kosman, P.E.
Phone: 918(277-4784)
rkosman@rsbglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2022

SURVEYOR

Cliff Bennett, PLS
Bennett Surveying, Inc.
P.O. Box 848
Chouteau, Oklahoma 74337
Phone: 918(935-0350)
cliff@bennettsurveying.com
Certificate of Authorization No. 4502
Expires June 30, 2022



FINAL PLAT

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 PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE4, SE4) OF SECTION FIVE (5), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE 10TH MAIN 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 N07°04'54"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N07°04'54"W FOR A DISTANCE OF 1518.00 FEET; THENCE N86°51'08"E FOR A DISTANCE OF 1272.00 FEET; THENCE S07°04'54"E FOR A DISTANCE OF 809.76 FEET; THENCE S88°50'09"W FOR A DISTANCE OF 170.00 FEET; THENCE N07°04'54"W FOR A DISTANCE OF 25.98 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A CHORD DISTANCE OF 20.42 FEET, A CHORD BEARING OF 18.38 FEET, AND A CHORD BEARING OF M84°04'54"W; THENCE S88°50'09"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 21.41 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 75.93 FEET, A LENGTH OF 15.01 FEET, A CHORD DISTANCE OF 120.79 FEET, AND A CHORD BEARING OF N83°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 N27°04'58"W; THENCE N89°13'09"W FOR A DISTANCE OF 67.24 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 N83°13'09"W FOR A DISTANCE OF 50.00 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 N04°40'51"E; THENCE N83°13'09"W FOR A DISTANCE OF 131.09 FEET; THENCE S82°48'51"W FOR A DISTANCE OF 731.00 FEET; THENCE S07°04'54"E FOR A DISTANCE OF 151.19 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 13.00 FEET, A LENGTH OF 20.39 FEET, A CHORD DISTANCE OF 23.08 FEET, AND A CHORD BEARING OF S83°39'01"E; THENCE S84°57'24"E FOR A DISTANCE OF 28.14 FEET; THENCE S84°50'28"E FOR A DISTANCE OF 28.14 FEET; THENCE S85°59'45"W FOR A DISTANCE OF 40.00 FEET; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 37.00 FEET, A LENGTH OF 34.82 FEET, A CHORD DISTANCE OF 33.85 FEET, AND A CHORD BEARING OF S08°49'50"W; THENCE S07°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 S48°04'46"E; THENCE N86°51'17"E FOR A DISTANCE OF 40.09 FEET; THENCE S07°04'54"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; THENCE AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 18.37 FEET, AND A CHORD BEARING OF N86°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, plotted, 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 and South Harvest Avenue, use for streets, and the utility easements as depicted on the accompanying plat as "UE" or "Utility Easement," for the several purposes of constructing, maintaining, operating, repairing, replacing, or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transmission, gas lines, water lines and cable television lines, together with all things, including poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other improvements thereto, and the rights of ingress and egress to and from such facilities and equipment, and the easements 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 street easements depicted on the accompanying plat are herein designated as being for access, public 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 assignor 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; nothing therein shall be deemed to prohibit drive-in spaces, parking areas, cutting, 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 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 right-of-way 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 services, and the protection of the easement-ways for the installation of the 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 1727 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 8" 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 said 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 gas service shall be responsible for ordinary maintenance of the underground gas 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, interior 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.

1.4.2 The Frazier Meadows Homeowners Association shall be responsible for Perimeter Fencing along East 131st Street South & South Harvest Avenue including Entrance Fencing, Landscaping & Utilities associated with (Entrance Signage, Lighting, Irrigation & Landscaping).

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 23rd, 2021. The planned unit development provisions of the City of Jenks zoning code, require the establishment of covenants of record running to and enforceable by the City of Jenks, sufficient to assure the implementation and continued compliance with the City of Jenks zoning code. The Owner/Developer desires to establish restrictions for the purposes 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

1.1. Land area (net):	32.51 Acres
2.1.2. Permitted Uses:	Uses permitted as a matter of right in the <u>RS-2</u> (single family residential) zoning of the City of Jenks zoning code, along with customary and accessory uses, including but not limited to landscaping and other uses which may be incidental thereto. Except as Amended by the PUD as follows:
Maximum number of dwelling units:	101
Minimum lot width Block 1, 2, 3, 5, 6, 7 & 8:	40 ft.
Minimum lot width Block 4:	50 ft.
Minimum lot area:	6,200 sq. ft.
Minimum Livability Space:	1,600 sq. ft.
Maximum building height:	35 ft.

1.1.1. 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	5 ft.
Rear yard	20 ft.
BLOCK 6, BLOCK 7	
Front yard	25 ft.
Front yard to garage	20 ft.
Side yard	5 ft.
Exterior side yard	5 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 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 Harvest 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 1,600 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 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 areas 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" 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 1/148th 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 access to 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" 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 1/148th 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 be deemed necessary to 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 committee, 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 I" 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, reserve, 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 apportioned 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 any interest, costs, and reasonable attorney's 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 assigns 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, tree, free-standing mailbox or any other improvements or structures 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 shall be approved in writing prior to submission to the City of Jenks for a Building Permit.

- i) An accurate site plan including structure designs
- ii) All square footage shall be stated on the building plans submitted to the Architectural Committee;
- iii) 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;
- iv) Details regarding the composition of all roofing and external building materials, including color schemes;
- v) Drainage and grading plans, and
- vi) 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 between the surrounding trees 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 named members, and shall 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 is in the review of plans or determination of any waiver as heretofore 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 fences.

7.3.3 Interior fencing or walls shall not extend beyond each 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 Harvest 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 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 the subdivision 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 tops in or above ground. Lots with in-ground swimming pools shall have sufficient security fencing as required by 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.

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 without written consent of Architectural Committee. 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 and free 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 and 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 Rooftop Protrusions: Sheet metal, aluminum vents, fue liner terminals, chimney caps, and other rooftop protrusions shall be painted to match shingles.

7.21 Roof Material: Roofing shall be self-sealing 30 year Altiss 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.

7.22 Roof Pitch: Residences shall have a roof pitch of at least 4:12 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.

7.23 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.

7.24 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.

7.25 Retaining Walls: Retaining walls shall be brick, stone, stucco or decorative concrete block. The Architectural Committee shall make final decisions on materials authorized for use in retaining walls.

7.26 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.

7.27 Garbage: Garbage and trash cans shall be concealed from street view, except within 24 hours of outside collection.

7.28 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.

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

7.30 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.

7.31 Guttering: Home 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.

7.32 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.

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

7.34 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 law, statute, ordinance, 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.

7.35 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.

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

7.37 Landscaping: All lots shall be sodded and landscaped within 30 days of occupancy or 60 days after the final inspection whichever occurs first.

7.38 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 2 1/2" caliper tree (measured six inches from the base of the tree) in the number required to meet the minimum specified above.

7.39 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 hereafter 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, or constitute 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.

7.40 The Owner/Developer reserves the right, in its sole discretion and without prejudice of any of the owners of any other lot at any times, so long as it is the 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 herein provided. If any owner, or its successors or assigns shall violate any of the covenants herein, it shall be liable 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 _____, 2022 or as subsequently amended.

Owner's Certificate and Dedication

In witness whereof, the undersigned Owner/Developer has caused this instrument to be executed this 17th day of Feb, 2022.

Frazier Meadows I, LLC,
an Oklahoma limited liability company

by Charles Wolmenshauer
Charles Wolmenshauer, Managing Member

State of Oklahoma)
County of Tulsa) ss

Before me, the undersigned, a notary public in and for said county and state, on this 10th day of July, 2022, personally appeared Charles Wolmenshauer 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.

Marilyn Matthews
Notary Signature

My commission no.

Expires



Certificate of Survey

I, Cliff Benner, 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 hereon 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 17th day of Feb, 2022.

Cliff Benner
Surveyor Signature

Registered Professional Land Surveyor
Oklahoma No. 1815



State of Oklahoma)
County of Tulsa) ss

Before me, the undersigned, a notary public in and for said county and state, on this 17th day of Feb, 2022, personally appeared Cliff Benner 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.

R. Wade Benner
Notary Signature

My commission no. 15062441

Expires 06-21-2024

