

CLEARFIELD ESTATES

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PLANNED UNIT DEVELOPMENT No. 107

KNOW ALL MEN BY THESE PRESENTS:

CLEARFIELD PARTNERS, L.L.C., 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 located in the SE/4 of the SE/4 of Section 8, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the southeast corner of Section 8, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof;

Thence N 00°13'55"E along the east line of the SE/4 of said Section 8 a distance of 369.96 feet to the "Point of Beginning";

Thence N 89°59'50"W a distance of 852.36 feet to a corner of the tract as described in the General Warranty Deed (GWD) recorded as Document No. 2008015288 and filed in the records of the Tulsa County Clerk's Office;

Thence N 90°00'00"W along the southerly line of said GWD a distance of 57.35 feet;

Thence N 00°13'10"E along the westerly line of said GWD a distance of 949.43 feet;

Thence S 89°57'20"E along the northerly line of said GWD a distance of 909.91 feet to a point on the east line of the SE/4 of said Section 8;

Thence S 00°13'55"W along the east line of the SE/4 of said Section 8 a distance of 948.77 feet to the "Point of Beginning";

Said tract contains 863,491 square feet or 19.8230 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°13'55"E along the east line of the SE/4 of Section 8, T-17-N, R-13-E of the Indian Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

and has caused the above described land to be surveyed, staked, platted, subdivided into seventy-six (76) lots and four (4) blocks, in conformity with the accompanying plat, and has designated the subdivision as "CLEARFIELD ESTATES", a subdivision in the City of Jenks, Tulsa County, Oklahoma.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use the utility easements as depicted on the accompanying plat as "U/E", "Esmt." 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/Developer 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 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 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 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, erected, 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 Street light poles or standards shall be served by underground cable. 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 street 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. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 Underground service cables and gas service lines to all structures which are 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 supplier 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 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 television or gas facilities. Each supplier of 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 acts of the owner or his agents or contractors.

1.2.5 The foregoing covenants set forth in this sub-section 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 the 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 sub section 1.5 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 of grade or any 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 Reservation of Rights and Covenant as to Obstructions

The Owner/Developer 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/Developer 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.

1.9 Limits of No Access

The undersigned owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Harvard Avenue 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.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Areas "A", "B", "C", "D", "E", "F", "G" and "H" Reserve "A", Reserve "B", Reserve "C", Reserve "D", Reserve "E", Reserve "F", Reserve "G" and Reserve "H" shall be limited to use for utilities, overland drainage, open space, recreational facilities, landscaping, drainage, fencing, signage, ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be formed pursuant to Section VI. hereof. The Homeowners' Association shall be responsible for the maintenance of Reserve "A", Reserve "B", Reserve "C", Reserve "D", Reserve "E", Reserve "F", Reserve "G" and Reserve "H".

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the Homeowners' Association.

2.2.2 In the event the Homeowners' Association should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Jenks, Oklahoma, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the Homeowners' Association.

2.2.3 In the event the Homeowners' Association fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Jenks, Oklahoma may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/75 of the costs. This lien may be foreclosed by the City of Jenks, Oklahoma.

SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "CLEARFIELD ESTATES" was submitted as part of a planned unit development (designated as PUD No. 107) 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, 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/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 and 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 successors and assigns, and shall be enforceable as hereinafter set forth.

3.1 General Standards

The development of "CLEARFIELD ESTATES" shall be subject to the planned unit development provisions of the City of Jenks Zoning Code, as such provisions existed February 19, 2018, or as may be subsequently amended.

3.2 Use of Land:

Uses permitted by right in the RS-1 Zone District.

3.3 Minimum Lot Size: 6,500 sq. ft.

3.4 Minimum Lot Width: 58 feet

3.5 Minimum Building Setbacks:

Front Yard	20 feet
Rear Yard	20 feet
Lots 18 and 19/Block 2 (From Reserve "A")	11 feet
Lots 20-27/Block 2	25 feet
Side Yard	5 ft./5 ft.
Side Yard Abutting a Public Street*	15 feet*

* Garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 ft. for the garage openings only, the building line will remain 15 ft. for all other portions of the structure. Lot 1/Block 1 will have a Side Yard of 20 feet for the Side Yard abutting South Harvard Avenue.

3.6 Maximum Building Height: 35 feet

Architectural decorative features such as chimneys and cupolas, may extend to a maximum height of 45 feet. However, no habitable portion of any dwelling may exceed the 35 foot height limitation.

3.7 Landscaping and Open Space:

Landscaping and open space will be provided in accordance with the City of Jenks Zoning Code.

3.11 Homeowners' Association:

The Clearfield Estates Homeowners' Association, to be established, will have as its main objective, the maintenance of the landscaped entryways and reserve/open space areas. Membership in the Clearfield Estates Homeowners' Association will be mandatory for all lot owners.

SECTION IV. ARCHITECTURAL DESIGN COMMITTEE

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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.

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4.1. Architectural Design Committee - Plan Review

4.1.1 No building, gazebo, swimming pool, improvements, concrete driveway, fence, or wall shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by CLEARFIELD PARTNERS, L.L.C., an Oklahoma limited liability company, or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Design Committee". For each building and/or improvement, the required plans and specifications shall be submitted in duplicate and include a site plan with drainage concept, floor plan, exterior elevations, exterior materials. In the event the Architectural Design Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 14 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Design Committee shall not be required and this covenant shall be deemed to have been fully complied with. The approval or failure to approve building plans shall not be deemed a waiver of any restriction.

4.1.2 The Architectural Design Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the 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. The Architectural Design 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 of responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

4.1.3 The Architectural Design Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Design Committee reserves the authority to review, approve, or reject the type of landscaping, landscape design items, or play structures of any kind which may be placed in public view by any lot owner and determined in the discretion of the Architectural Design committee to be incompatible with the overall design standards of "CLEARFIELD ESTATES".

4.1.4 The Architectural Design Committee reserves the right, in their sole discretion and without joinder of any owner at any time so long as CLEARFIELD PARTNERS, L.L.C. is the owner of any lot or any part thereof, to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by them as Architectural Design Committee and filed in the County Clerk's office in the Courthouse of Tulsa County, Oklahoma

4.1.5 The powers and duties of the Architectural Design Committee shall, on the 1st day of January, 2028, be deemed transferred to the Homeowners' Association provided for in Section VI., or upon written assignment to the Homeowners' Association by the Architectural Design Committee, whichever occurs first, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Homeowners' Association or authorized representatives.

4.1.6 Clearfield Partners, L.L.C., reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as Clearfield Partners, L.L.C., is the owner of any lot or part thereof to amend, revise, or abolish any one or more of the above covenants and restrictions within this Section IV., by instrument duly executed and acknowledged by them as the Architectural Committee and filed in the County Clerk's office in the Tulsa County Courthouse, Tulsa, Oklahoma.

SECTION V. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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.

CLEARFIELD ESTATES

Date of Preparation: October 18, 2019

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