

# COBBLESTONE COTTAGES AMENDED

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 38-A

KNOW ALL MEN BY THESE PRESENTS:

That Team Leverage, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

All of Lot 1, Block 1 and Reserve "A" & Overland Drainage Easement, "Cobblestone Cottages", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5779, as filed in the records of the Tulsa County Clerk's office.

Said tract contains 165,273 square feet or 3.7941 Acres.

The non-astronomic bearings for said tract are based on a recorded plat bearing of S01°11'27"E along the East line of Lot 1, Block 1, "Cobblestone Cottages", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5779, as filed in the records of the Tulsa County Clerk's office.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "COBBLESTONE COTTAGES AMENDED", a subdivision in the City of Jenks, Tulsa County, State of Oklahoma (the "Subdivision").

### SECTION I. EASEMENTS AND UTILITIES

#### 1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", 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 the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and 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 the Owner/Developer 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 or other similar improvements that do not constitute an obstruction.

#### 1.2 Underground Service

1.2.1 Overhead poles may be located along the perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. 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 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3. Underground service cables and gas service lines to all structures which may be located on all lots in 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 each said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or 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 service facilities so installed by it. The supplier of electric,

telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

#### 1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Jenks, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 The City of Jenks, Oklahoma, or its successors, shall at all times have right of access to all easementways 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 or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Jenks, Oklahoma, or its successors, and the owner of the 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. THE SUPPLIER OF GAS SERVICE CAN REQUIRE THE LOCATION OF GAS SERVICE STUB-OUTS FROM THE HOME AT THE TIME OF CONSTRUCTION.

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 of grade or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or its agents or contractors.

1.4.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

#### 1.5 Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public and private streets and easements. The lot owner shall 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 foregoing covenants set forth in this paragraph 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 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West 108th Street South within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Jenks Planning Commission, or its successor, and 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 above established shall be enforceable by the City of Jenks, Oklahoma.

#### 1.8 Private Streets

1.8.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within "COBBLESTONE COTTAGES AMENDED", their guests and invitees for the purpose of providing access to and from the various lots and for providing

decorative fencing and landscaping, and are reserved for subsequent conveyance to Cobblestone Cottages Amended Homeowners' Association, L.L.C., a not for profit, for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.8.2 The Owner/Developer herein grants to the City of Jenks, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Jenks and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2-1/2 feet on each side of the utility line, cable or facility.

1.8.3 The Owner/Developer for itself and its successors herein covenants with the City of Jenks, which covenants shall run with the land and inure to the benefit of the City of Jenks and shall be enforceable by the City of Jenks to: 1.8.3.1 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").

1.8.4 The City of Jenks shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

1.8.5 The Owner/Developer or its assigns, hereby reserves the right to maintain, change or otherwise regulate the hours of operation of the privacy gates at every entry into "COBBLESTONE COTTAGES AMENDED", until such time that the last lot owned within "COBBLESTONE COTTAGES AMENDED" has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) it will be the Homeowners' Association, to determine the hours of operation of such gates. This in no way precludes individual lot owners within "COBBLESTONE COTTAGES AMENDED", from time to time, to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services or like service personnel to access the areas behind the gates for restricted purposes during allowed times.

1.8.6 The privacy gates shall be licensed and operated in accordance with the City of Jenks's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Homeowners' Association.

### SECTION II. RESERVE AREAS

#### 2.1 Use of Land

2.1.1 Reserve Area "A" Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association, to be comprised of the owners of the residential lots within "COBBLESTONE COTTAGES AMENDED" as set forth within Section IV hereof.

2.1.2 Reserve Areas "B", "C", "D", "E", "F", "G" and "H" Reserve Areas "B", "C", "D", "E", "F", "G" and "H" shall be used for open space, signage, landscaping, walls, fencing, recreation, drainage, overland drainage, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "COBBLESTONE COTTAGES AMENDED" as set forth within Section IV hereof. Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the Zoning Ordinance.

#### 2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements will be the responsibility of the property owner.

2.2.2 In the event the property owner 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 property owner.

2.2.3 In the event the property owner 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 1/21 of the costs. This lien may be foreclosed by the City of Jenks, Oklahoma.

### SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "COBBLESTONE COTTAGES AMENDED" was submitted as part of a planned unit development (designated as PUD No. 38-A) 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 "COBBLESTONE COTTAGES AMENDED" shall be subject to the Planned Unit Development provisions of the Jenks Zoning Code as such provisions existed on July 16, 2018 and as approved for Planned Unit Development No. 38-A.

#### 3.2 Development Standards - Cobblestone Cottages Amended:

3.2.1 Permitted Uses:	Multifamily and detached dwellings, recreation and dining facilities and uses customarily accessory to permitted uses shall be permitted
3.2.2 Maximum Number of Dwelling Units	27
3.2.3 Maximum Building Height:	35 feet
3.2.4 Off-Street Parking	Off-street parking shall be established as established in the detail site plan included with PUD No. 38-A
3.2.5 Minimum Building Setbacks:	
	From East Property Line 11 feet
	From South property lines 10 feet
	From West property lines 10 feet*
	Front Yard 15 feet
	Rear Yard 7.5 feet
	Side Yard 0 feet
	Side, Corner Lot 5 feet

\* with 20' minimum Landscape Easement on adjacent property.

3.2.6 Minimum Livability Area per DU 500 sq. ft.

3.2.7 Signage: Signs shall be permitted as permitted in the RTH zoning district of the Jenks Zoning Code.

3.2.8 Other Bulk and Area Requirements: Except as modified in this Section 3.2, lots and buildings shall comply with the bulk and area requirements of the RTH Zoning District as set forth in the Jenks Zoning Code.

### SECTION IV. HOMEOWNERS' ASSOCIATION

#### 4.1. Formation.

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Cobblestone Cottages Amended Homeowners' Association, L.L.C., a not for profit" (the "Association") for the general purposes of maintaining the landscaping, private streets, reserve areas, parking and driveways and other common areas and to enhance the desirability and attractiveness of the subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners' Association. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, streets and driveways and common areas as designated on the plat.

#### 4.2. Maintenance.

Reserve Areas: the Association, except as hereinafter provided, shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

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

#### 5.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns, within the provisions of SECTION I. EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Jenks, Oklahoma.

#### 5.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for

successive periods of 10 years, unless terminated or amended as hereinafter provided.

#### 5.3. Amendment

The covenants contained within SECTION I. EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Jenks Planning Commission or its successors with the approval of the City of Jenks, Oklahoma. All other covenants may be amended at any time by an instrument in writing signed by the owners of at least sixty percent (60%) of all lots in the addition and signed by the Owner/Developer; providing however, that until the Owner/Developer has sold all lots in the addition, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the addition.

#### 5.4. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Team Leverage, L.L.C.  
an Oklahoma limited liability company

By: Ed McLaughlin, Partner

State of Oklahoma )  
 ) s.s.  
County of Tulsa )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Ed McLaughlin, Partner of Team Leverage, L.L.C.

Notary Public

### CERTIFICATE OF SURVEY

I, Bobby D. Long, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "ELYSIAN FIELDS", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Bobby D. Long  
Registered Professional Land Surveyor  
Oklahoma No. 1886



State of Oklahoma )  
 ) s.s.  
County of Tulsa )

The foregoing Certificate of Survey was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Bobby D. Long.

Jack Taber, Notary Public

COBBLESTONE COTTAGES AMENDED  
Date of Preparation: May 19, 2020 Sheet 2 of 2