

No. 91 009669

PLAT No. 4841

Dated: July 12, 19--

Filed: July 16, 1991 at 12:21 P.M.

In the office of the County Clerk

in and for Tulsa County,

State of Oklahoma

E G L, INC., an  
Oklahoma Corporation

-to-

THE PUBLIC

COUNTRY LAKE ESTATES

Planned Unit Development No. 2

An Addition to the City of Jenks, Tulsa County, Oklahoma  
a Subdivision of a part of the West Half (W/2) of the North-  
east Quarter (NE/4) of Section 5, Township 17 North, Range  
13 East of the Indian Base and Meridian, Tulsa County,  
Oklahoma.

FINAL PLOT APPROVED BY  
CITY COUNCIL, JENKS, OKLA.

V. Vreeland  
Mayor

R. Ewing  
Attest City Clerk

7-15-91  
Date



PAC

## C E R T I F I C A T E O F D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS:

THAT E G L, INC., an Oklahoma Corporation, is the OWNER of the following described property:

A part of; the W/2 of the NE/4, Section 5, T-17-N, R-13-E, Tulsa County, Oklahoma, described as follows:

Beginning at the center of said Section 5; thence N.0°01'W. 1320.0 feet; thence N.0°03'27"W. 1356.10 feet; thence S.84°26'32"E. 287.88 feet; thence S.43°18'06"E. 553.53 feet; thence S.39°52'50"E. 512.34 feet; thence S.28°27'06"E. 97.35 feet; thence S.9°18'03"E. 451.84 feet; thence S.89°56'45"W 453.73 feet; thence S.0°30'11"W legal (S0°08'57"E actual) 1313.65 feet legal (1318.12 feet actual); thence S.89°24'23"W legal (S89°48'39"W actual) 647.09 feet legal (662.03 feet actual) to the point of beginning. Containing 44.75 acres legal (45.0131 acres actual) more or less.

The above description as corrected lies totally within the property described in the General Warranty Deed dated 17 day of January, 1983, filed of record 19th day of January, 1983, in Book 4663, Page 1055, in the Office of the Tulsa County Clerk, Tulsa County Courthouse, Tulsa, Oklahoma.

WHEREAS, the said OWNER has caused the above described property to be surveyed, platted and staked in conformity with the plat hereon which it hereby adopts as the plat of the above described land as COUNTRY LAKE ESTATES to the City of Jenks, Tulsa County, State of Oklahoma.

NOW, THEREFORE, the undersigned OWNER does hereby dedicate for public use the streets shown on the accompanying plat, and does further dedicate for public use forever, the easements as shown for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewers, telephone lines, electric power lines and transformers, cable television lines, gas lines and water lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto, with the right of ingress and egress to and upon said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in the streets shown on said plat. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid will be placed, erected, installed or permitted upon the easements or rights-of-way as shown. PROVIDED, HOWEVER, that the OWNER hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishing of water and/or sewer services to the area included in said plat and to any other areas.

NOW, THEREFORE, the undersigned OWNER, for the purpose of providing an orderly development of the real property above described, and for the purpose of insuring adequate restrictions for the mutual benefit of the undersigned OWNER, its successors, grantees and assigns, does hereby impose the following restrictions and covenants which shall run with the land and create the easements which shall be binding on it, its successors and assigns, and which shall be enforceable by the OWNER of the above described properties and its successors in title. 217

## P R O T E C T I V E C O V E N A N T S A N D R E S T R I C T I O N S

## SECTION I

DEVELOPMENT AND CONSTRUCTION STANDARDS:

1. The OWNER of Country Lake Estates shall be the manager of the development until the majority of the lots or a total of thirty-six (36) lots have been conveyed. In their capacity as managers, the OWNER shall be responsible for assuring that the property, including its reserve areas and amenities therein, is properly maintained. Until the sale by OWNER of thirty-six (36) lots, the Country Lake Estates Homeowners Association (hereinafter called the "Association"), once established, shall act in an advisory capacity to the OWNER. Thereafter, the Country Lake Estates Homeowners Association shall become manager. In its capacity as manager, the Association shall assume the above prescribed responsibilities, duties and obligations of the OWNER, as well as set homeowners' dues and assessments in accordance with the Articles of Incorporation and By-Laws of the Association. OWNER shall not make assessments unless agreed to by the Association and shall not collect dues exceeding Twenty Dollars (\$20.00) per month unless agreed to by the Association. Dues shall not exceed the minimum amount necessary to properly maintain the reserve areas and amenities of Country Lake Estates. Membership in the Association shall be mandatory for each Purchaser of a lot in Country Lake Estates according to the its Articles of Incorporation and By-Laws.

In the event reserve areas and/or amenities are not properly maintained, upon proper notice to the association the City of Jenks may perform (or hire a contractor to perform) said maintenance, and the cost shall be paid by the then manager of the development. In the event manager fails to pay said cost(s) within thirty (30) days, the cost(s) shall be a lien attached proportionately against all lots in Country Lake Estates. Said lien may be foreclosed by the City of Jenks. Additionally, the City of Jenks may elect, at its sole discretion, to access such proportionate charge upon the monthly water bill of any lot owner in Country Lake Estates through its public trust, the Jenks Public Water Authority.

2. Architectural Committee:

(A) An Architectural Committee shall 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. E. A. Schermerhorn and Greg D. Broudlove shall be the designated Architectural Committee. Each of them may appoint a single additional member. At a point in time mutually agreeable to the Country Lake Estates Homeowners Association and the OWNER, a duly elected Architectural Committee consisting of members of the Association shall be established.

(B) No building shall be erected, placed, or altered on any lot in this subdivision until the plans and specifications of said building, exterior color scheme and material thereof, and plot plan, which plot plan shows the location and facing of such building, have been expressly approved in writing by the Architectural Committee. In the event of the death or resignation of any member of the above named committee, the remaining member(s) shall have full authority to approve or disapprove such plans, specifications, color scheme, materials and plot plan or to designate a representative or representatives with the like authority, and said remaining member or members shall have authority to fill any vacancy or vacancies created by the death or resignation of any of the aforesaid members, and said 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 to it as herein required within fourteen (14) days after such submission, or in the event no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, 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 in its review of plans or

determination of any waiver as hereinafter authorized may take into consideration the nature and character of a proposed building or structure, the materials of which one 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 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 or drainage or code violations. The approval or disapproval or failure to approve of any building plans shall not be deemed a waiver of any restriction, unless the Architectural Committee is hereinafter authorized to grant the particular waiver. The powers and duties of the committee or its designated representatives shall cease when a house has been constructed on each of the lots in this subdivision, or on September 1, 2012. Thereafter, the approval described in this covenant shall not be required, unless, prior to said date, a duly written instrument is executed by the then record owner(s) of a majority of the lots as members of the Association in this subdivision. Said Association shall also appoint a representative or representatives who shall thereafter exercise the same powers as previously exercised by the Architectural Committee for such period as may be specified in the instrument.

3. All lots shall be single family residential lots only. Single story homes and two (2) story homes shall have no less than 2,100 square feet of living area.

4. In the event the architectural style of the home necessitates exposed concrete stem wall, no more than 8 inches of the stem wall shall be visible. Additionally, whatever portion is exposed shall be painted so that it matches the material adjacent to it. Landscaping shall be positioned along exposed concrete stem wall areas to minimize its visibility. No concrete blocks shall be exposed.

5. A garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and attached. Carports are not permitted. Glass in garage doors shall be clear glass only and shall not be sectionalized by cross-hatching with aluminum, wood or other materials.

6. No pre-existing or off-site built residence may be moved onto any lot.

7. No out building or any other permanent structure or improvement shall be built without prior written approval of the Architectural Committee.

8. Fences:

(A) Fencing shall not extend beyond the front building line of any residence or side building line pertaining to corner lots.

(B) If a residence is built behind the front building line or side building line of a lot, a fence may not extend beyond that point nearest the street at each end corner.

(C) Fences other than wood, brick or natural stone must be approved by the Architectural Committee.

(D) Fences in Country Lake Estates shall not exceed six (6) feet in height.

(E) To protect and maintain the scenic beauty of the Lake ("Reserve A") for all Country Lake Estates residents, any fence to be built on Lots 1 through 15 of Block 2 (those lots abutting "Reserve A") must be submitted for approval by the Architectural Committee, and no fence that obstructs views and lines of sight will be permitted. Additionally, fences constructed on lots abutting "Reserve A" (above) shall not exceed 4' in height at the rear property line.

9. Fences or other obstructions shall not impair the flow of surface water across a lot.

10. Each lot shall be finish graded so that it will drain in an unobstructed manner and resist erosion on adjacent lot(s).

11. Roofing used on all residences in Country Lake Estates shall be TAMCO Heritage Two Weathered Wood; 25 year, Class A, self-sealing Fiberglass Roofing Shingles; or wood or other materials specifically approved by the Architectural Committee. Roofs shall have a color similar to the color of weathered wood roofing.

12. A minimum of 33% exterior masonry coverage of vertical exterior walls (excluding windows and doors) shall be required (brick, natural rock or stucco). The Architectural Committee may approve, upon written request, an exception to this provision.

13. Outside electronic reception devices shall be confined to the backyard, and sufficient fencing to shield its view from adjacent lot owners shall be required.

14. If aluminum windows are used on any residence, the frame of the windows shall not appear unfinished (no mill finish).

15. Power boats, trailers, campers, inoperative vehicles and other large vehicles or equipment shall not be stored on any lot for a period exceeding 24 hours if it is within view from the street or of adjacent lot owners.

16. No exposed clothes line poles or outdoor clothes drying apparatus will be permitted on any lot. Garbage and trash cans shall be concealed from view. Underground garbage and trash storing devices are not permitted.

17. So long as a rural type mailbox is in use in Country Lake Estates by the United States Postal Service, all mailbox pedestals in Country Lake Estates shall conform in design to that specific plan approved and adopted by the Architectural Committee. The mailbox shall be positioned so that it is 6 feet from the inside edge of the driveway. "inside edge" shall mean the edge of the driveway which borders the largest continuous lot area. The bottom of the mail receptacle shall be 38 inches from street level.

18. The minimum separation distance from adjacent structures shall be 20 feet. If an adjacent structure has not been built, the minimum side yard shall be 10 feet. Exceptions to this requirement are Lots 7, 8, 9 & 14 in Block 1; Lots 8, 14, 38 & 39 in Block 2 and Lots 9 & 15 in Block 3 which shall meet normal zoning requirements.

19. Residences shall have a roof pitch at least 6/12 over 75 percent of the total roof area.

20. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions herein contained or otherwise appearing are for the sake of convenience only, and each instrument 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, unenforceable, and the same shall be thereafter construed as if such phrase, 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 or covenant or conditions at any time, or from time to time,

shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants. In matters pertaining to the appearance of specific homes in Country Lake Estates and the overall appearance of Country Lake Estates 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. A decision properly rendered according to the By-Laws of the Country Lake Estates Homeowners Association shall then become a fully enforceable part of these restrictive covenants.

21. The OWNER of Country Lake Estates reserves the right in its sole discretion and without joinder, so long as they are OWNER of any Lot or portion 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 OWNER, and filed in County Clerk's Office in the Courthouse of Tulsa County, Oklahoma. However, any such proposed amendment or revision of the covenants or restrictions must first be submitted to the Jenks Planning Commission and Jenks City Council where they shall have up to thirty (30) days to review and file an objection with OWNER.

## SECTION II

### OWNERSHIP, USE AND PROTECTION OF RESERVE AREAS "A", "B", "C" AND "D":

1. Reserve Areas "A", "B", "C" and "D" are for the exclusive use and enjoyment of lot and/or homeowners, hereinafter called Lot Purchasers, in Country Lake Estates, or as provided in the By-Laws of the Country Lake Estates Homeowners Association.

2. OWNER of Country Lake Estates may assign and/or convey title to any Reserve Area. Such conveyance shall not effect OWNER'S responsibility as provided for in these covenants or the specific provisions of SECTION II, Paragraph 1, above. At the point in time when OWNER have conveyed thirty-six (36) lots in Country Lake Estates, title to the Reserve Areas shall be conveyed to the Country Lake Estates Homeowners Association by OWNER.

3. Subsequent to conveyance of title to the Country Lake Estates Homeowners Association, if the Association determines that all or any part of either Reserve Area "B" or "C" are surplus to the Association and thus suitable for residential use, the Association shall convey to OWNER, at OWNER'S option, an one-half (1/2) interest in the property.

4. Use and protection of the lake and/or other amenities in Reserve "A".
- (A) Use of the lake and/or other amenities shall be limited to OWNER and the members in good standing of the Country Lake Estates Homeowners Association and/or as stipulated in the By-laws of the Country Lake Estates Homeowners Association. Each lot Purchaser and member of the Association shall be fully responsible for compliance with these rules for each member of the household and all guests or invitees.
  - (B) Lot Purchasers' personal use of water from the lake for sprinkler systems, irrigation, car washing, etc., shall not be permitted.
  - (C) No resident or Lot Purchaser shall construct individual docks or boat ramps.
  - (D) Only Lot Purchaser-operated self-propelled watercraft twelve feet (12') in length or less shall be permitted on the lake.
  - (E) Swimming, bathing, water skiing, jet skiing, diving and/or similar skin contact with the lake water shall not be permitted at any time by anyone.
  - (F) All Lot Purchasers, particularly those with property adjacent to or nearby the lake, shall take precautions regarding pollutants or other contaminants that may damage the lake's ecosystem. For the protection of the lake, the Country Lake Estates Homeowners Association, by majority vote, may establish rules and regulations regarding the use of herbicides, pesticides, and fertilizers by residents in Country Lake Estates.
  - (G) All lake usage or prohibitive signage placed by OWNER or the Association shall be observed at all times by Lot Purchasers and their guests and invitees.
  - (H) Each Lot Purchaser and/or member of the Association agrees to hold the OWNER harmless from all claims and demands and agrees that OWNER shall not be liable to the Lot Purchaser/Association member or any guest, visitor or invitee thereof for any damage to person or property caused by any action, omission or negligence of Lot Purchaser/Association member or any guest, visitor or invitee thereof.
  - (I) Further guidelines and restrictions on the use of the lake and/or other amenities may be adopted and enforced by the OWNER or Country Lake Estates Homeowners Association.

## SECTION III

## EASEMENTS AND UTILITIES:

1. In connection with the provision of Water and Sanitary Sewer Service, all of the lots are subject to the following provisions, to-wit:

- (A) The Purchaser 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 in excess of three feet (3') from the original contours or any construction activity which may interfere with said public water mains and/or public sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.
- (B) The City of Jenks or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the Lot Purchaser will pay for damage or relocation of such facilities caused or necessitated by acts of the Lot Purchaser or his agents or contractors.
- (C) The City of Jenks or its successor 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.
- (D) Pavement or landscape repair within utility easements as a result of repairs to water mains and public sanitary sewer facilities due to breaks or failures, shall be borne by the owners of the lots.
- (E) The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successor, and the owner of each lot agrees to be bound hereby.

2. Electrical and Communication Service:

- (A) Overhead pole lines for the supply of electric or communication service may be located along the perimeters of the Addition except those areas adjoining Lots 1 thru 6, Block 1, Arkridge Estates. Street light poles or standards may be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages and communication pedestals, may also be located in said easement-ways.

- (B) Except to houses on lots described in Paragraph A above, which may be served from overhead electric and communication service lines, underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric or communication service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.
- (C) The supplier of electric or communication service, through their proper agents and employees shall at all times have right of access 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 electric or communication facilities so installed by them.
- (D) The Purchaser of each lot shall be responsible for the protection of the underground electric and communication facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric or communication facilities. The Companies will be responsible for ordinary maintenance of underground electric or communication facilities, but the Lot Purchaser will pay for damage or relocation of such facilities caused or necessitated by acts of the Lot Purchaser or his agents or contractors.
- (E) The foregoing covenants concerning underground electric and communication facilities shall be enforceable by the supplier of electric and communication service, and the owner of each lot agrees to be bound hereby.

## SECTION IV

Minimum residence setbacks shall be:

- Front - 25 feet; except Lots 1 thru 14, Block 1 and Lots 1 thru 6, Block 2, which shall be 20 feet.
- Garage (Front Entry) - 25 feet' except Lots 1 thru 14, Block 1 and Lots 1 thru 6, Block 2, which shall be 20 feet
- Garage (Side Entry) - 20 feet
- Side - A total of both sides of 20 feet minimum of, which one side can be a minimum of 10 feet. Exceptions to this requirement are Lots 7, 8, 9 & 14 in Block 1; Lots 8, 14, 38 & 39 in Block 2 and Lots 9 & 15 in Block 3 which shall have side yards of 5 feet and 10 feet.

