Tulsa County Clerk - MICHAEL WILLIS
Doc #: 7124 Page(s): 3 Recorded: 02/16/2024 02:30:18 PM
Receipt #: 2024-08690 Fees: $35.00

Planned Unit Development No. 136

Harvard Oaks

A subdivision in the City of Jenks, being a part of the NW/4 of Section 9, Township 17 North, Range 13 East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma

Legend

B/L	= Building Line	Res.	= Reserve
B/L & U/E	= Building Line and Utility Easement	U/E	= Utility Easement
	= Right-Of-Way dedicated this plat.	ODE	= Overland Drainage Easement
2000	= Lot Address	SWE	= Sidewalk Easement

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of N 00°07'24"E along the west line of the NW/4 of Section 9, T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

Benchmark

A " MAG" nail in concrete paving edging approximately 217' north and 13' east of the center of the intersection of E. 136th/ Ct. and S. 26th/ St.

Elevation = 661.21 NAVD88

Backflow Preventer Valve

If the actual finished floor elevation is lower than one (1) foot above the upstream sanitary sewer manhole top of rim elevation, it shall be the builder's responsibility to install a backflow preventer valve near the building. The builder is responsible to comply with all city ordinances regarding the installation of any required backflow preventer valve.

Lot Areas

Lot	Area (S.F.)
BLOCK 1	
1	10,264
2	7,920
3	9,343
4	17,368
5	8,743
6	7,800
7	7,800
8	7,800
9	8,450
10	7,800
11	7,800
12	8,450
13	7,800
14	7,800
15	7,800
16	7,800
17	7,800
18	8,450
19	8,966
BLOCK 2	
1	8,966
2	8,450
3	7,800
4	7,800
5	7,800
6	7,800
7	7,800
8	7,800
9	7,800
10	7,800
11	7,800
12	7,800
13	7,800
14	7,800
15	7,800
16	8,074
17	15,247
18	11,557
19	7,800
20	7,909
21	8,595
22	7,963
23	10,271

Lot	Area (S.F.)
BLOCK 3	
1	9,355
2	7,800
3	8,966
4	12,018
5	11,984
6	11,950
7	12,574
8	12,239
9	10,098
10	8,401
11	9,129
BLOCK 4	
1	10,805
2	8,662
3	9,563
4	13,465
5	12,009
6	12,179
7	12,348
8	12,518
9	12,688
10	12,858
11	12,019
12	12,164
13	13,260
14	13,246
15	8,966
16	7,800
17	9,474
BLOCK 5	
1	8,966
2	8,450
3	7,800
4	7,800
5	8,450
6	7,800
7	7,800
8	8,450
9	7,800
10	8,966
11	8,966
12	7,800
13	8,450
14	7,800

Lot	Area (S.F.)
BLOCK 6	
15	7,800
16	8,450
17	7,800
18	7,800
19	8,450
20	8,966
BLOCK 7	
1	8,966
2	7,800
3	7,800
4	8,450
5	7,800
6	7,800
7	8,450
8	7,800
9	7,800
10	8,966
11	8,966
12	7,800
13	7,800
14	8,450
15	7,800
16	7,800

Lot	Area (S.F.)
BLOCK 8	
17	7,800
18	8,966
BLOCK 9	

RESERVE	Area (S.F.)
'A'	122,422
'B'	2,548
'C'	2,600
'D'	145,863

RESERVE	Address
'B'	2300
'C'	2612

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9820 East 41st Street South, Suite 102
Tulsa, Oklahoma 74146
918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025

OWNER / DEVELOPER

West Land Holdings, L.L.C.
an Oklahoma Limited Liability Company
P.O. Box 265
Jenks, Oklahoma 74037
918.260.6578

PUD 136 HARVARD OAKS PLANNED UNIT DEVELOPMENT RESTRICTIONS
MINIMUM BUILDING SETBACKS:

- FRONT YARD 20 FEET
- GARAGE 25 FEET
- REAR YARD 20 FEET
- SIDE YARD 5/7.5FT
- SIDE YARD ABUTTING PUBLIC STREET* 15 FEET
- REAR YARD ABUTTING S. HARVARD AVE. 25 FEET

* GARAGE OPENINGS SHALL BE PERMITTED ON THE SIDE YARD ABUTTING A PUBLIC STREET IF THE SIDE YARD SETBACK IS INCREASED TO 25 FEET, FOR GARAGE OPENINGS ONLY, THE SIDE YARD WILL REMAIN 15 FEET FOR ALL OTHER PORTIONS OF THE STRUCTURE.

Flood Note

Per the FEMA Flood Map Service Center the property is located within a designation Zone X (Area of Minimal Flood Hazard) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map Nos. 40143C0426L and 40143C0433L, with an effective dates of October 16, 2012, for Community No. 400209, in Tulsa County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which the surveyed property is situated.

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 $38,926.00 per trust receipt no.17507 to be applied to 2024 taxes. This certificate is NOT to be construed as payment of 2024 taxes in full but is given in order that this plat may be filed on record. 2024 taxes may exceed last billing of the security deposit.

Dated: 02/16/2024
John M. Hudson
Tulsa County Treasurer
By: _____
Deputy

Location Map

R-13-E

EAST 131ST STREET SOUTH
SOUTH HARVARD AVENUE
SOUTH YALE AVENUE
Unplatted
Sandusky Avenue
SITE
Grey Oaks
Dutcher's Crossing I
Dutcher's Crossing II
Tract Reserve at Dutcher's Crossing
EAST 141ST STREET SOUTH
NORTH
T 17 N

Section 9
Tulsa County
128 Lots - 40.3522 Acres

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Length
C1	89°1'19"	25.00'	39.13'	S 44°47'17" E	35.28'
C2	89°57'40"	25.00'	39.25'	N 45°7'59" E	35.34'
C3	29°58'31"	25.00'	13.08'	N 14°39'31"W	12.91'
C4	149°57'9"	50.00'	130.77'	N 45°28'41" E	96.59'
C5	29°55'29"	25.00'	13.06'	S 74°34'01" E	12.91'
C6	90°00'00"	25.00'	39.27'	N 44°52'39" E	35.36'
C7	90°00'00"	25.00'	39.27'	S 44°31'45" E	35.36'
C8	31°59'28"	25.00'	13.96'	S 14°31'45" E	13.78'
C9	151°19'13"	50.00'	132.09'	S 45°-9'-35"E	96.69'
C10	29°58'36"	25.00'	13.08'	S 15°26'05" W	12.91'
C11	91°24'19"	150.00'	239.29'	S 87°10'05" W	214.69'
C12	81°51'02"	25.00'	35.71'	S 2°13'29"W E	32.75'
C13	27°39'06"	100.00'	48.68'	S 76°45'11" E	47.63'
C14	33°35'53"	150.00'	86.68'	N 72°58'49" W	85.45'
C15	33°35'53"	100.00'	57.77'	N 72°58'49" W	56.97'
C16	89°35'55"	25.00'	39.27'	S 45°28'16" W	35.36'
C17	90°00'01"	25.00'	39.27'	N 44°31'45" W	35.36'
C18	89°10'42"	25.00'	37.65'	S 47°-2'-25"W	34.15'
C19	209°36'19"	50.00'	179.66'	N 72°29'18" W	97.42'
C20	29°56'46"	25.00'	13.06'	N 15°26'05" E	12.91'
C21	90°05'12"	25.00'	39.29'	N 44°52'52" W	35.37'
C22	90°-1'39"	25.00'	39.41'	S 45°-1'-43" W	35.45'
C23	90°00'00"	25.00'	39.27'	N 45°28'16" E	35.36'
C24	90°00'00"	25.00'	39.27'	S 44°31'45" E	35.36'
C25	90°00'00"	25.00'	39.27'	S 45°28'16" W	35.36'
C26	90°00'00"	25.00'	39.27'	N 44°31'45" W	35.36'
C27	90°00'00"	25.00'	39.27'	N 45°28'16" E	35.36'
C28	90°00'00"	25.00'	39.27'	S 44°31'45" E	35.36'
C29	90°00'00"	25.00'	39.27'	N 45°28'16" E	35.36'
C30	90°00'00"	25.00'	39.27'	N 44°31'45" W	35.36'
C31	90°00'00"	25.00'	39.27'	N 45°28'16" E	35.36'
C32	90°00'00"	25.00'	39.27'	S 44°31'45" E	35.36'
C33	67°-15'29"	150.00'	12.67'	S 64°06'04" W	12.66'
C34	98°01'05"	25.00'	42.77'	S 58°44'28" W	37.74'
C35	15°-16'44"	150.00'	40.00'	N 81°-33'29" W	39.88'
C36	90°00'00"	25.00'	39.27'	N 45°31'45" W	35.36'
C37	09°50'46"	525.00'	90.02'	S 84°36'23" E	90.11'
C38	10°-13'39"	350.00'	62.47'	S 84°47'46" E	62.39'
C39	10°-13'39"	400.00'	71.40'	N 84°47'46" W	71.30'
C40	09°50'46"	475.00'	81.62'	N 84°36'23" W	81.53'

Line Table

No.	Bearing	Distance
L1	S 89°31'45" E	20.82'
L2	S 89°31'45" E	20.00'
L3	S 89°31'45" E	20.00'
L4	N 45°31'57" W	41.72'
L5	S 45°36'39" E	24.41'
L6	S 89°27'25" W	23.31'

No.	Bearing	Distance
L7	S 89°54'39" E	18.27'
L8	N 00°00'22" W	50.00'
L9	N 89°54'39" W	18.27'

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council

on Dec 19, 2023

MAYOR - VICE MAYOR

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

CITY MANAGER

Harvard Oaks

Date of Preparation: January 18, 2024 Sheet 1 of 3

G:\21-104\Final\Harvard Oaks (21-104.00) - Final Plat.dwg, 1/18/2024 - 12:03 PM

HARVARD OAKS

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WEST LANDING HOLDINGS, 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 (Herein after referred to as the "City"), Tulsa County, State of Oklahoma, to wit:

A tract of land contained within the Northwest Quarter (NW/4) of Section Nine (9), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being the South 750.00 feet of the Northwest (NW/4) of Section Nine (9), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, Less and Except the East 300.00 feet thereof, and being more particularly described as follows:

Beginning at the southwest corner of said Northwest Quarter (NW/4);

Thence N 00°07'24" E, along the west line of said Northwest Quarter (NW/4), a distance of 750.01 feet;

Thence S 89°31'45" E, parallel to the south line of said Northwest Quarter (NW/4), a distance of 2343.43 feet to the west line of General Warranty Deed, Book 4216, Page 1736, as filed in the office of the Tulsa County clerk;

Thence S 00°05'23" W, along said west line, a distance of 750.02 feet to a point on the south line of said Northwest Quarter (NW/4);

Thence N 89°31'45" W, along said south line, a distance of 2343.87 feet to the "Point of Beginning".

Said tract contains 1,757,740 square feet or 40.3522 acres.

The non-astronomic bearings for this survey are based on an assumed bearing of N 00°07'24"E along the west line of the NW/4 of Section 9, T-17-N, R-13-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

And hereby certify that it has caused the above described land to be surveyed, staked, platted, subdivided into four (4) blocks, one hundred and twenty-eight (128) lots and four (4) reserve areas, in conformity with the accompanying plat, and has designated the subdivision as "HARVARD OAKS", a subdivision in the City of Jenks, Tulsa County, State of 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 "UE", "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 it's 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", 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 their 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 their 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", 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 their agents or contractors.

1.3.3 The "City" 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" or it 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 of the lot 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.

1.4.4 ONG's easement(s) recorded in Document # 2006111645 remain in full force and effect. ONG's easement(s) pre-date the right-of-way dedication in this plat and may prohibit or limit certain uses of ONG's right-of-way, including paving, other utility lines, and permanent structures, without ONG's prior written consent.

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 their lot. The foregoing covenants set forth in this sub section 1.5 shall be enforceable by any affected lot owner and by the "City".

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" 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", 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", 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", 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 sewer, 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", 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 Owner/Developer 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" 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".

1.10 Pipeline Right-of-Way

The ConocoPhillips 50 Foot wide pipeline Right-of-Way, as shown on the face of the plat and referenced by Document number 2006065628 and the TransOK 50 Foot wide pipeline Right-of-Way, as shown on the face of the plat and referenced by Book 6514, Page 1672, 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.

SECTION II.

PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT (PUD 136)

2.1 Approval

The PUD Overlay District was created to visually represent areas of the community that are governed by and approved Planned Unit Development as detailed in Section 16-9-8 of the UDO. Upon approval of a Planned Unit Development by the City Council, the zoning map shall be amended to reflect the PUD Overlay. *"Harvard Oaks, PUD 136"* development is part of an approved Planned Unit Development (PUD) Overlay District. PUD 136 was affirmatively recommended by the Jenks Planning Commission on August 4, 2022, and approved by the Jenks City Council on August 16, 2022.

2.2 Amendment(s)

Any PUD Overlay District amendments transpiring after December of 2023 shall be as processed as provided within *Section 16-9-8 (J) Amendments to Approved Planned Unit Development* of the Unified Development Ordinance (UDO) of the City of Jenks.

2.3 Filing of a New PUD and/or Amendment(s)

The City of Jenks, in order to provide an accurate record of the approved established covenants identified in the approved Ordinance and detailed in the development criteria and standards of the PUD Overlay District does require that all approved PUD documents (Minor and Major) be filed by "Separate Instrument" as an addendum to the Deed of Dedication of the Plat of Record with the Tulsa County Clerk and separate instrument document shall be available to the public at the City of Jenks Planning Department per City of Jenks policy.

2.4 PUD Overly District Document Access

Regarding developments governed by a PUD Overlay District, prior to any site development or design contract the City of Jenks or perform a title search for the approved Plat addendum document.

2.5 Enforcement

The City of Jenks requires for PUD Overlay District subdivision development the establishment of covenants of record inuring to the and enforceable by the City of Jenks, Oklahoma, sufficient to assure the implementation of and continued compliance with the approved PUD and any future amendments.

SECTION III. RESERVE AREAS

3.1 Use of Land

3.1.1 Reserve Areas "A", "B", "C" and "D"

Reserves "A", "B", "C" and "D" shall be limited to use for utilities, overland drainage, stormwater detention, open space, recreational facilities, pool and pool house, 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 Reserves "A", "B", "C" and "D".

3.2 All Reserves

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

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

3.2.3 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" 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 1/128 of the costs. This lien may be foreclosed by the "City".

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.

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 WEST LANDING HOLDINGS, 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 it's 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 "HARVARD OAKS".

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 WEST LANDING HOLDINGS, 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, 2032, 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 WEST LANDING HOLDINGS, L.L.C., reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as WEST LANDING HOLDINGS, 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.

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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.

5.1 Floor Area of Dwelling

5.1.1 Single Story. A single story dwelling shall have at least 2,000 square feet of finished heated living area;

5.1.2 Two Story and Story-and-a-Half. If a dwelling has two levels or stories immediately above and below each other, measured vertically, and all such levels or stories are above the finished exterior grade of such dwelling, then such dwelling shall have at least 1,600 square feet of finished heated living area on the first story or level and shall have a total of the various levels or stories of at least 2,600 square feet of finished heated living area.

5.1.3 Computation of Living Area. The computation of living area shall not include any basement, garage, porch, or attic area used for storage. All living area measurements shall be taken to outside of frame line.

5.2 Garages / Driveways

Each dwelling shall have an attached two (2) car garage providing space for a minimum of two (2) automobiles and a maximum of three (3) automobiles for (3) three car garages. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited. Concrete driveways shall not exceed the overall width of the garage. Driveway extensions wider than the overall width of the garage are not permitted.

5.3 Foundations

Any exposed foundation shall be of brick, stone, or stucco. No stem walls shall be exposed.

5.4 Siding

All 4 x 8 wood, masonite or stucco board siding must have textured face and 1 x 4 batts applied at 24 o.c. All joints must be batted.

5.5 Masonry

The first story exterior walls of any dwelling erected on any lot shall be 100% masonry (brick, stone, stucco, Hardy Panel or any masonry material approved by the "City"). For calculation of required masonry, exterior doors, windows, and wall surfaces under porches may be excluded. No vinyl or metal siding is to be allowed on any second floor walls of any dwelling.

5.6 Windows

Aluminum windows with a mill finish are not permitted.

5.7 Roof Pitch

No dwelling shall have a roof pitch of less than 8/12 over 75% of the horizontal area covered by roof and no roof shall have a pitch of less than 4/12 over porches, patios, and/or dormers.

5.8 Roofing Materials

Roofing shall be "TAMKO" Heritage® 30 (Color - Weathered Wood) self-sealing composition roofing shingles. Provided however, in the event that such roofing should not be available, alternative roofing of comparable quality shall be permitted upon the determination of the Architectural Design Committee that the proposed alternative is of comparable or better quality and of a design and color which is compatible with the roofing described above.

5.9 Vents and Chimney Caps

1. All exposed sheet metal flashings, vent pipes and chimney caps shall be painted.

2. All non-masonry fireplaces shall use the uniform terminator cap design designated by the Owner/Developer of "HARVARD OAKS".

5.10 On-site Construction

No existing or off-site built structure shall be moved onto or placed on any lot.

5.11 Outbuildings/Storage Buildings

Outbuildings and/or storage buildings are prohibited.

5.12 Swimming Pools

Above ground swimming pools are prohibited.

5.13 Play Structures/Trampolines

Play structures and trampolines must be setback a minimum of five feet (5'-0") from all property lines. Play structures in excess of ten feet (10 ft.) in height must be pre-approved by the Architectural Design Committee prior to installation. Trampolines are permitted in rear yards provided they do not exceed six feet (6'-0") in height and are out of view of adjoining lot owners.

5.14 Fencing

Wood Privacy Fences: Standard privacy fences, if installed, must be constructed of wood posts, rails, and pickets with "dog ear" top detail. Fences shall not exceed six feet (6'-0") in height.

5.15 Satellites/Antennas

Exterior television, "CB" Radio or other type of antenna including satellite dishes shall be prohibited with the following exception. Small satellite dishes which do not exceed 18 inches in diameter shall be allowed so long as the dish is installed on the back or side of the dwelling and out of public view as much as possible from any street within the subdivision.

5.16 Retaining Walls

Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Design Committee. Site Plan must show the house, drainage concept, and the proposed location and height of retaining walls. Retaining walls may be constructed of brick, stone, or VERSA-LOK. Concrete retaining walls must be faced with brick, stone, or stucco. The use of railroad ties is not permitted.

5.17 Recreational Sporting Equipment

Miscellaneous recreational sporting equipment, toys, bicycles, etc., shall be stored out of the view of property owners when not in use.

5.18 Lot Maintenance

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

5.19 Recreational Vehicles / Trailers / Equipment

Boats, trailers, campers, motor homes, recreational vehicles, and equipment of any kind shall not be stored on any lot except within an enclosed garage.

5.20 Inoperative Vehicles / Machinery / Landscape Equipment

No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage.

5.21 Trash Containers

Trash containers, except during periods of collection, shall be stored out of view from the public and adjoining property owners. No exposed garbage cans, trash cans or any trash burning apparatus or structure shall be placed on any lot.

5.22 Mailboxes

Mailboxes shall conform in design to that specific design as designated by the Architectural Design Committee. NO EXCEPTIONS.

5.23 Animals

No animals, livestock, or poultry of any kind may be maintained, bred, sold, or kept except that up to a maximum of two (2) household pets (dogs or cats) may be kept, provided the pets are owned by the lot owner and are not used or kept for commercial purposes. Boarding of pets is not permitted. Pets shall be controlled in a manner that will not interfere with the use and enjoyment of other lot owners' property and neighborhood amenities.

5.24 Noxious Activity

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

5.25 Outside Storage

No outside storage is permitted on any lot.

5.26 Construction Materials and Outside Storage

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping is completed, no outside storage is permitted.

5.27 Signage

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or real estate signs used by a builder to advertise the property during the construction and sales period.

5.28 Landscaping

5.28.1 All open lot areas shall be sodded and the front of each residence professionally landscaped within 30 days of completion of home. Plant material shall be sufficient in size, quantity and spacing to achieve a full foundation planting across the entire front elevation of the home.

5.28.2 The use of artificial or manmade plant material is prohibited. Without the approval of the Architectural Design Committee, ornamental landscape design items are prohibited, other than one bench located upon the front porch of the residence. Seasonal and holiday exterior decorations may be used if timely and seasonally displayed.

5.29 Exterior House Color

Any change to the original exterior house color must be approved by the Architectural Design Committee.

SECTION VI. HOMEOWNERS' ASSOCIATION

6.1 Formation of Homeowners' Association

The Owner/Developer has formed or caused to be formed Harvard Oaks Homeowners' Association, Inc., (hereinafter the "Homeowners' Association"), consisting of all owners of residential lots within "HARVARD OAKS", established in accordance with the statutes of the State of Oklahoma for the general purposes of maintaining the common areas and enhancing the value, desirability, and attractiveness of "HARVARD OAKS".

6.2 Membership

Every person or entity who is a record owner (herein referred to as a "lot owner") of the fee interest of a residential lot platted as part of "HARVARD OAKS" subdivision, shall be a member of the "Homeowners' Association" and shall be subject to assessment by the "Homeowners' Association" for maintenance of common areas within "HARVARD OAKS". Membership shall be appurtenant to and may not be separated from the ownership of a lot.

6.3 Covenant for Assessments

Each lot owner, by acceptance of a deed to such lot, is deemed to covenant and agree to pay to the "Homeowners' Association" assessments to be established by the Owner/Developer in accordance with this Deed of Dedication and Restrictive Covenants or any subsequent declaration that is executed and recorded by the Owner/Developer or by the Board of Directors, in accordance with the Bylaws of the "Homeowners' Association", as the case may be. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage. Assessments not paid within thirty (30) days of the date that notification of the assessment is delivered electronically or mailed to a lot owner, shall accrue interest at the rate of 18% per annum. The lien may be foreclosed in the same manner as a mortgage lien. The "Homeowners' Association" shall be entitled to recover all court costs and other costs of foreclosure, including reasonable attorney fees.

6.4 Maintenance of Sidewalks and Stormwater Detention Facilities

The "Homeowners' Association" shall be responsible for the maintenance of the sidewalks located within the reserve areas, common areas and along the arterial street frontages of abutting lots having access onto minor streets. The maintenance of the sidewalks located on lots within the subdivision shall be the responsibility of the individual lot owner.

The "Homeowners' Association" shall be responsible for the maintenance of the stormwater detention facilities located in Reserve "A" and Reserve "D".

SECTION VII. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

7.1 Enforcement

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets, Easements and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the "City". The covenants contained in Section II. Planned Unit Overlay District (PUD 136) are established pursuant to the Planned Unit Development provisions of the "City" Uniform Development Code and shall inure to the benefit of the "City", the Homeowners' Association and the owners of the lot or a parcel herein. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Jenks, the Homeowners' Association, or any owner of a lot to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section V. Private Building and Use Restrictions, it shall be lawful for the Homeowners' Association, or any owner of a lot to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by the "Homeowners' Association", or a lot owner which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

7.2 Duration

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

7.3 Amendment

The covenants contained within Section I. Public Streets, Easements and Utilities and Section III. Reserve Areas, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the "City" Planning Commission, or its successors and the "City". The covenants contained within Section II. Planned Unit Overlay District (PUD 136), may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the affected lot in "HARVARD OAKS" and approved by the City of Jenks Planning Commission, or its successor. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded. The "lot owners" may amend, revise or abolish any provision of Section V. Private Building and Use Restrictions with a vote of a minimum of 60% of the "lot owners" favoring the proposed amendment, revision or abolishment, except as provided for in the following: WEST LANDING HOLDINGS, L.L.C., reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as WEST LANDING HOLDINGS, 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 Section V. Private Building and Use Restrictions by instrument duly executed and acknowledged by them and filed in the County Clerk's office in the Tulsa County Courthouse, Tulsa, Oklahoma. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded.

7.4 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 or any part thereof as set forth herein, which shall remain in full force and effect.

FINAL PLAT
CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE JENKS CITY COUNCIL ON

_____

_____
MAYOR-VICE MAYOR

THE APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY MANAGER

_____
CITY MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE NAMED, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____ 2024

MICHAEL WILLIS, TULSA COUNTY CLERK

_____
DEPUTY

IN WITNESS WHEREOF: WEST LANDING HOLDINGS, L.L.C., an Oklahoma limited liability company, executed this instrument this 18th day of December,2024.

WEST LANDING HOLDINGS, L.L.C.
an Oklahoma limited liability company

_____
Russell Cozort, "Manager"

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

Before me, the undersigned, a notary public in and for said County and State on this 18th day of December, 2024, personally appeared Russell Cozort, to me known to be the identical person who subscribed the name of the maker thereof as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed of WEST LANDING HOLDINGS, L.L.C., an Oklahoma limited liability company, for the uses and purposes therein set forth.

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

JACK TABER
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission #12005192
Expires 31 May 2024

_____
Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2024

CERTIFICATE OF SURVEY

I, David W. Murdoch, 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 "HARVARD OAKS", a subdivision in the City of Jenks, 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 16th day of December, 2024.

REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID W. MURDOCH
1404
OKLAHOMA

_____
David W. Murdoch
Licensed Professional Land Surveyor
Oklahoma No. 1404

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

The foregoing Certificate of Survey was acknowledged before me this 18th day of December, 2024, by David W. Murdoch.

JACK TABER
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission #12005192
Expires 31 May 2024

_____
Jack Taber, Notary Public
My commission No. is 12005192
My commission expires May 31, 2024

HARVARD OAKS
Date of Preparation: January 18, 2024 Sheet 3 of 3

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