



P.O. BOX 850 | COWETA, OKLAHOMA 74429 | PH. (918) 486-2189 | FAX (918) 486-5366 | www.cityofcoweta-ok.gov

**AGENDA - REGULAR MEETING
COWETA PLANNING COMMISSION
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, AUGUST 15, 2022, 6:00 PM**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL

Melanie Lander ____

Jessica Morris ____

Tim Ahlstrom ____

Bruce Watkins ____

Joanna Jones ____

IV. CONSENT

(All matters under the "Consent Calendar" are considered by the Planning Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from consent by request.)

1. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA PLANNING COMMISSION, REGULAR MEETING, HELD ON JULY 18, 2022.

Documents:

[220718 MINUTES OF THE PLANNING COMMISSION.PDF](#)

V. PUBLIC HEARINGS

1. PUBLIC HEARING - PRELIMINARY PLAT FOR SPRADLIN ESTATES PHASE II

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR PRELIMINARY PLAT APPROVAL OF SPRADLIN ESTATES, PHASE II, A SUBDIVISION OF APPROXIMATELY 2.70 ACRES, MORE OR LESS, WITH 9 LOTS ZONED RS-2 (RESIDENTIAL SINGLE-FAMILY) LOCATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

Documents:

[220815 SPRADLINESTATESPHASEII AERIAL MAP.PDF](#)

[220815 SPRADLINESTATESPHASEII ZONING MAP.PDF](#)

[220815 SPRADLINESTATESPHASEII LOCATION MAP.PDF](#)

[220815 SPRADLIN ESTATES PHASE II PRELIMINARY PLAT.PDF](#)

[220815 PUBLIC HEARING NOTICE SPRADLIN ESTATES PH II.PDF](#)

VI. OLD BUSINESS

1. PRELIMINARY PLAT - SPRADLIN ESTATES PHASE II

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL OF A REQUEST FOR PRELIMINARY PLAT APPROVAL OF SPRADLIN ESTATES, PHASE II, A SUBDIVISION OF APPROXIMATELY 2.70 ACRES, MORE OR LESS, WITH 9 LOTS ZONED RS-2 (RESIDENTIAL SINGLE-FAMILY) LOCATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

Documents:

[220815 STAFF REPORT PRELIMINARY PLAT SPRADLIN ESTATES PH II.PDF](#)
[220815 SPRADLINESTATESPHASEII AERIAL MAP.PDF](#)
[220815 SPRADLINESTATESPHASEII ZONING MAP.PDF](#)
[220815 SPRADLINESTATESPHASEII LOCATION MAP.PDF](#)
[220815 SPRADLIN ESTATES PHASE II PRELIMINARY PLAT.PDF](#)

2. CLS 22-04

DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION OF APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL TO THE CITY MANAGER OF A MINOR SUBDIVISION IN ACCORDANCE WITH SECTIONS 3.6 AND 3.7 OF THE COWETA SUBDIVISION REGULATIONS, CASE NO. CLS 22-04, ON PROPERTY LOCATED IN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

Documents:

[220815 STAFF REPORT CLS 22-04.PDF](#)
[CLS 22-04 AERIAL VIEW MAP WITH FLOODPLAN.PDF](#)
[CLS 22-04 LOCATION MAP.PDF](#)
[CLS 22-04 ZONING MAP.PDF](#)
[CLS 22-04 PROPERTY EXHIBIT.PDF](#)

3. CLS 22-05

DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION OF APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL TO THE CITY MANAGER OF A MINOR SUBDIVISION IN ACCORDANCE WITH SECTIONS 3.6 AND 3.7 OF THE COWETA SUBDIVISION REGULATIONS, CASE NO. CLS 22-05, ON PROPERTY LOCATED AT 29836 EAST 154TH STREET SOUTH IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

Documents:

[220815 STAFF REPORT CLS 22-05.PDF](#)
[CLS 22-05 AERIAL VIEW MAP WITH FLOODPLAIN.PDF](#)
[CLS 22-05 LOCATION MAP.PDF](#)
[CLS 22-05 ZONING MAP.PDF](#)
[CLS 22-05 LAND SURVEY.PDF](#)

VII. NEW BUSINESS

VIII. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL BY 9:00 A.M. ON THE DATE OF THE MEETING.



**MINUTES
COWETA PLANNING COMMISSION
COWETA CITY HALL 310 S. BROADWAY
MONDAY, JULY 18, 2022, 6:00 PM**

I. CALL TO ORDER

Chairperson Jessica Morris called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Bruce Watkins	Present
Jessica Morris	Present
Joanna Jones	Present
Melanie Lander	Present
Jennifer Taylor	Present

Chairperson Jessica Morris requested that the roll be called, and a quorum was declared to be present.

IV. CONSENT

1. Consideration of the minutes of the regular meeting of June 20, 2022.

Motion was made by Commissioner Melanie Lander to approve Consent Agenda. That motion was seconded by Commissioner Jennifer Taylor.

Motion passed by a vote of 5-0 with the following votes cast:

Bruce Watkins	Yes – to approve
Jessica Morris	Yes – to approve
Joanna Jones	Yes – to approve
Melanie Lander	Yes – to approve
Jennifer Taylor	Yes – to approve

V. PUBLIC HEARINGS

1. Public Hearing – CZ 22-05

Public hearing to receive public comment on CZ 22-05, a request to change the zoning from AG (Agriculture) to Residential-Single Family (RS-1) on property described as the east 466 feet of the north 932 feet of the south 1399 feet of the east half (E/2) of the northwest quarter (NW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United State Government survey thereof, less and except the north 5 acres, generally located at South 279th East Avenue and East 146th Street South.

Chairperson Jessica Morris read the item. The applicant was not present for the public hearing. The floor was opened for public comment.

Ms. Lorraine Bosin lives across the street from the above-described property. She states that she does not want the property rezone. She likes the quiet, country life. She wants the wildlife habitat preserved on the property.

Mr. Tyler Morton also spoke. He asked for clarification on the lot splits. He asked if there would only be three lots, as shown on Survey 2, or if it could be split into more than three. He also expressed concern about the utilities in the area and wanted to know if there is enough power and water to support the additional houses.

There were no additional comments from the public. The floor was closed to public comment.

VI. OLD BUSINESS

1. CZ 22-05

Discussion and possible action on a recommendation of approval, approval with conditions, or denial to the Coweta City Council on CZ 22-05, a request to change the zoning from AG (Agriculture) to Residential-Single Family (RS-1) on property described as the east 466 feet of the north 932 feet of the south 1399 feet of the east half (E/2) of the northwest quarter (NW/4) of Section Thirteen (13), Township Seventeen (17) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United State Government survey thereof, less and except the north 5 acres, generally located at South 279th East Avenue and East 146th Street South.

Chairperson Jessica Morris read the agenda item. City Planner, Tom E. Young, Jr., discussed the Staff Report. The applicant was not present for this meeting. Mr. Young described the lot split process and discussed the utilities in the area of the property in question. He also discussed the process of the rezone approval before the lot split approval. If the rezone is not approved, the lot split will not be possible due to the bulk and area requirements for Agriculture (AG) zoning.

Motion was made by Chairperson Jessica Morris to send a recommendation of approval of CZ 22-05 to the City Council. That motion was seconded by Commissioner Melanie Lander.

Motion passed by a vote of 5-0 with the following votes cast:

Bruce Watkins	Yes – to recommend approval
Jessica Morris	Yes – to recommend approval
Joanna Jones	Yes – to recommend approval
Melanie Lander	Yes – to recommend approval
Jennifer Taylor	Yes – to recommend approval

2. CLS 22-03

Discussion and possible action on a recommendation of approval, approval with conditions, or denial to the City Manager of a Minor Subdivision in accordance with Sections 3.6 and 3.7 of the Coweta Subdivision Regulations, Case No. CLS 22-03, on property located at South 279th East Avenue in Section Thirteen (13), Township Seventeen (17), Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. (Mark Seibold, Community Development Director)

Chairperson Jessica Morris read the agenda item. The applicant, Melissa Randolph, came into the meeting at this point and came forward to talk with the Commissioners about the plans for the property.

Motion was made by Chairperson Jessica Morris to send a recommendation of approval of CLS 22-03 to the City Manager. That motion was seconded by Commissioner Jennifer Taylor.

Motion passed by a vote of 5-0 with the following votes cast:

Bruce Watkins	Yes – to recommend approval
Jessica Morris	Yes – to recommend approval
Joanna Jones	Yes – to recommend approval
Melanie Lander	Yes – to recommend approval
Jennifer Taylor	Yes – to recommend approval

3. Landscape Ordinance Review and Update

Discussion regarding the existing landscape ordinance, Chapter 24 of the Coweta Zoning Code, and possible revisions and updates thereto. (Mark Seibold, Community Development Director)

Community Development Director Mark Seibold discussed the landscape ordinance revisions and updates stating they are seeking small, cost-effective ways to improve parking lot landscapes and residential neighborhoods and to make the ordinance easier to understand. The update includes stormwater and parking area requirements.

VII. NEW BUSINESS

VIII. ADJOURNMENT

Chairperson Jessica Morris moved that the Coweta Planning Commission meeting be adjourned. There were no objections. The meeting was adjourned at 6:30 p.m.

Approved:

Chairman

Secretary

Date

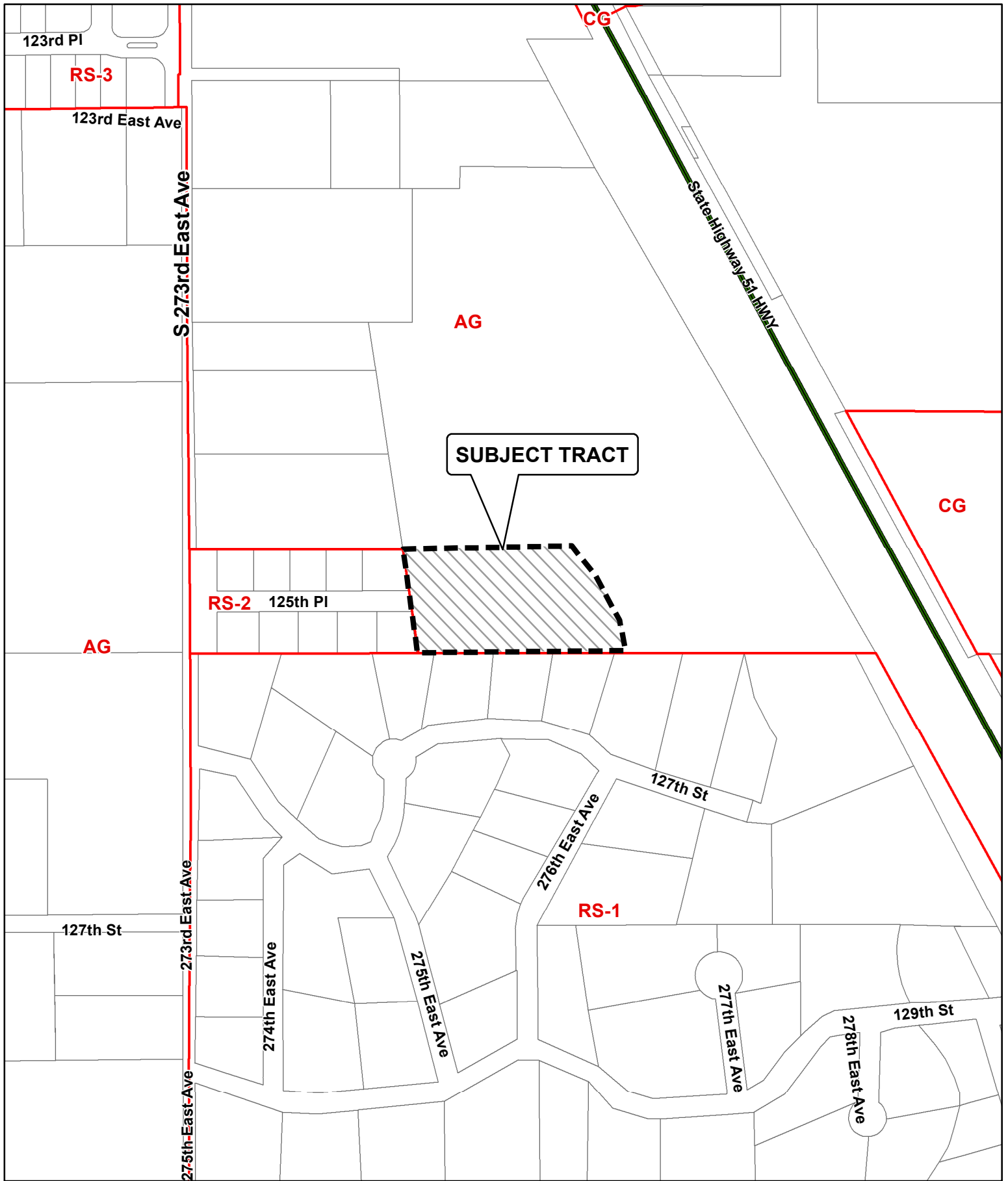


Aerial Date: 2020/2021

CZ 22-01

0 150 300 Feet





Aerial Date: 2020/2021

CZ 22-01



**PRELIMINARY PLAT SPRANDLIN ESTATES PHASE II
RS-2 RESIDENTIAL SINGLE FAMILY ZONING**



SUBJECT PROPERTY

E 125th P I S

15E17N1

124th

28_4th_East

126th

127th_

283rd East

State Highway 51

276th East

126t

28th

278th East

279th East

273rd East

275th East

15E17N2

127th

271st East

123rd

270th East

123 re

123rd East

272nd. East

Bridle Trail Estate

Bridle Trail Estates SE

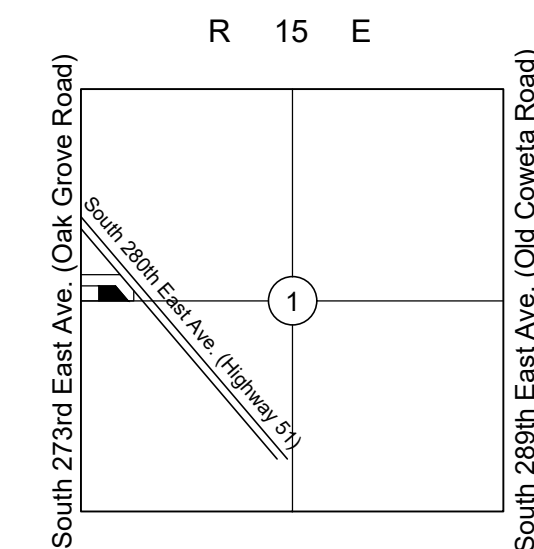
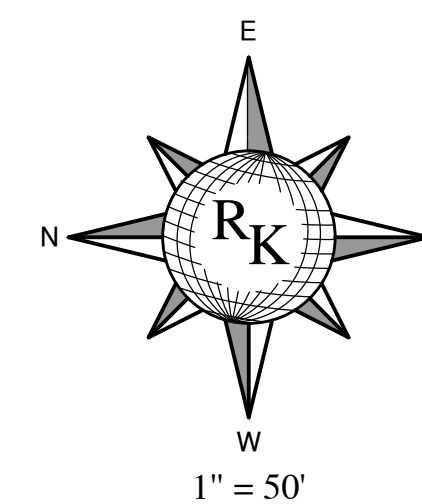
BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	
7	9,501.98	
8	8,648.08	
9	14,422.87	
10	10,460.71	
11	12,441.00	
12	7,999.91	
13	8,196.29	

CURVE DATA TABLE				
NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	15.00'	23.56'	21.21'	90°0'0"
C2	15.00'	23.56'	21.21'	90°0'0"
C3	50.00'	196.96'	92.16'	225°41'22"
C4	13.00'	10.36'	10.09'	45°41'22"

AN ADDITION IN THE SW CORNER OF THE NW1/4
OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, I.B.&M.,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA
BLOCK 1, 6
BLOCK 2, 6-13

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S77°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"N A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING, CONTAINING 2.70 ACRES, MORE OR LESS.



LOCATION MAP

TOTAL ACRES = 2.70
LOT TOTAL = 9

BASIS OF BEARINGS

Oklahoma State Plan Coordinates
Oklahoma North OK_N 3501

BENCH MARK BASIS

The Datum is
NAVD88

SURVEYOR

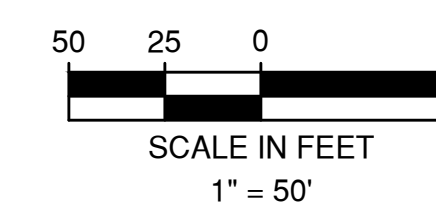
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796

OWNER

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com

ENGINEER

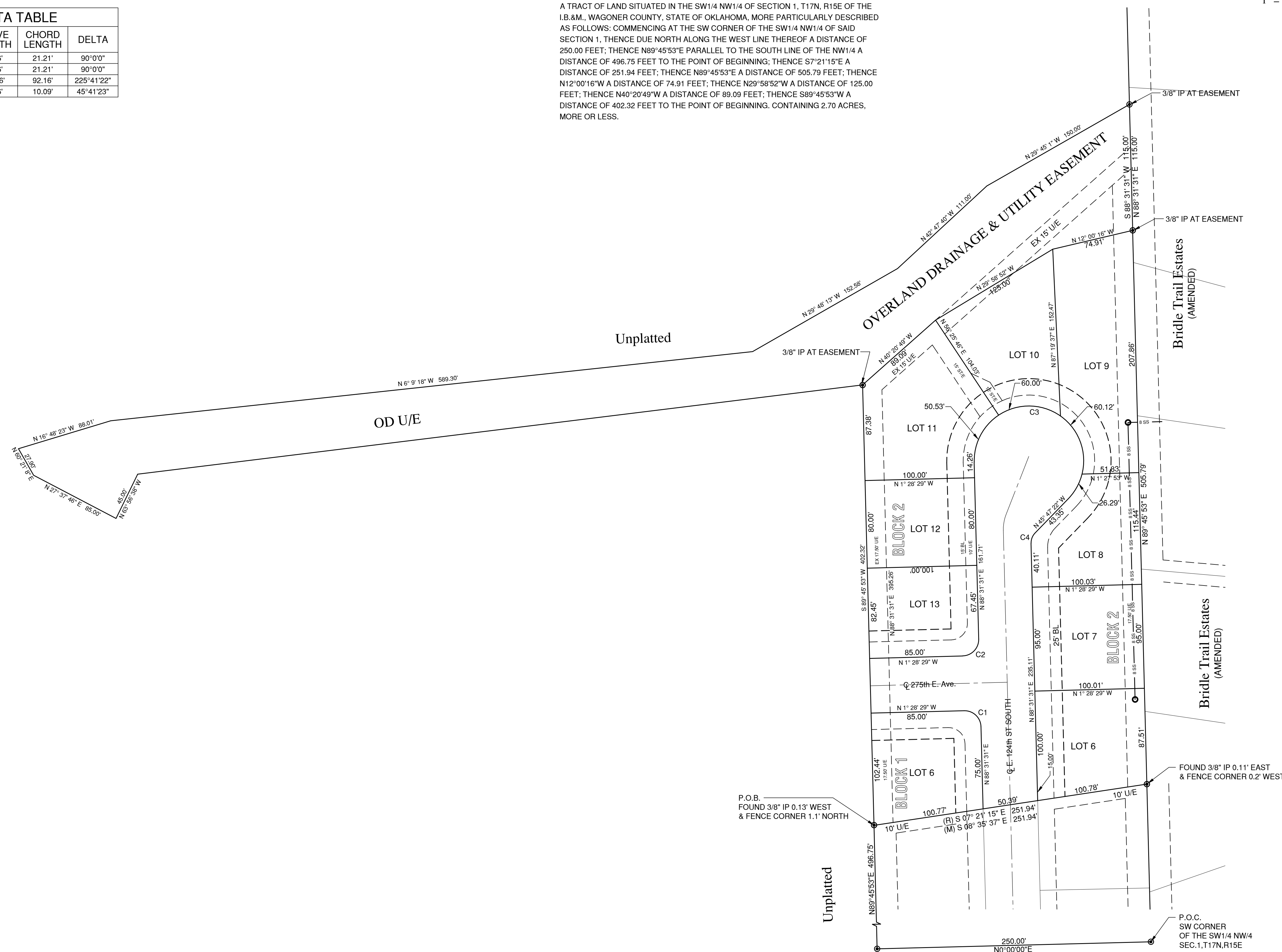
RK & Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2023



LEGEND

U/E = UTILITY EASEMENT
W/E = WATER LINE EASEMENT
L/E = LANDSCAPE EASEMENT
ST/E = STORM EASEMENT
R/W = RIGHT OF WAY
BL = BUILDING LINE
LNA = LIMITS OF NO ACCESS
ACC = LIMITS OF ACCESS
POB = POINT OF BEGINNING
OD U/E = OVERLAND DRAINAGE & UTILITY EASEMENT
F/E = FENCING EASEMENT
P R/W = PIPE LINE RIGHT OF WAY
R/W DED = RIGHT OF WAY DEDICATION PER COVENANTS
(M) = MEASURED
(R) = RECORDED

FINAL PLAT
Spradlin Estates II, City of Coweta
August 11, 2022
SHEET 1 OF 1



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

ABUNDANT RAIN MINISTRIES INC. (THE " OWNER/DEVELOPER"), IS THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.

AND HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED IN CONFORMITY TO THE ATTACHED PLAT. WHICH IS HEREBY ACCEPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF "SPRADLIN ESTATES II", AN ADDITION TO THE CITY OF COWETA, CITY OF COWETA, OKLAHOMA, (THE "SUBDIVISION").

SECTION I
STREETS, EASEMENTS & UTILITIES

A. STREETS AND UTILITY EASEMENTS

- THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE AND THE RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (SPRADLIN ESTATES II) AND FURTHER DEDICATES FOR PUBLIC USE RIGHTS-OF-WAY AND THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINE, 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 RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL ENFORCEABLE BY CITY OF COWETA, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED UPON SAID EASEMENT; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE ON OBSTRUCTION AS AFORESAID.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE WEST SIDE OF THE SUBDIVISION ALONG South 273rd East Ave. (Oak Grove Rd). ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE 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 AND EFFECTIVE NON-EXCLUSIVE 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.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION, AND GAS SERVICE THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS 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 THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FORGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER SERVICE, SANITARY SEWER AND STORM SEWERS

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, AND STORM SEWERS OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF COWETA, WAGONER COUNTY RWD NO. 5 WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- THE CITY OF COWETA, CITY OF COWETA OKLAHOMA RWD NO. 5 OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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 FACILITIES OWNED BY IT. THE OWNER SHALL PAY FOR DAMAGE OR RELOCATIONS OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY CITY OF COWETA, WAGONER COUNTY OKLAHOMA RWD NO. 5, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE IF ANY THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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 OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION, NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY CITY OF COWETA, OKLAHOMA. ALL STORM WATER DETENTION AREAS TO BE MAINTAINED BY THE INDIVIDUAL LOT OWNER.

F. LIMITS OF NO ACCESS

- THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREET WITHIN THE BOUNDS DESIGNATED AS " LIMITS OF NO ACCESS" (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY CITY OF COWETA APPROVAL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.
- THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY CITY OF COWETA, AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

G. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

- THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE CITY OF COWETA. THE DEVELOPMENT AND USE OF " SPRADLIN ESTATES II" SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SITE PLANS, AS MAY BE LATER APPROVED BY THE CITY OF COWETA.

H. DEFINITIONS

- IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF COWETA ZONING CODE AS THE SAME EXISTED ON DECEMBER 2018.

SECTION II
RESTRICTIONS & COVENANTS

A. ARTICLE 1 - ARCHITECTURAL COMMITTEE PLAN REVIEW

- THE DEVELOPER HEREBY ESTABLISHES AN ARCHITECTURAL REVIEW COMMITTEE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". THE ARCHITECTURAL COMMITTEE SHALL BE THE DEVELOPER UNTIL JANUARY 2025. THEREAFTER THE LOT OWNERS SHALL EXERCISE THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE PROVIDED, HOWEVER, THE DEVELOPER MAY AT ANY TIME ASSIGN TO THE LOT OWNERS THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE.
- NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS ADDITION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, HAVE BEEN APPROVED IN WRITING BY AT LEAST ONE MEMBER OF THE ARCHITECTURAL COMMITTEE WHICH SHALL BE COMPOSED OF RON SPRADLIN, OR HIS DULY AUTHORIZED REPRESENTATIVE OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE-NAMED ARCHITECTURAL COMMITTEE THE REMAINING MEMBER SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE SAME AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE THE 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 PREDECESSOR, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 30 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 ADDITION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, SHALL 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE OF APPROVAL HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, 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. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS ADDITION FROM MAINTAINING LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THIS ADDITION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

B. ARTICLE 2 - DWELLINGS AND LOT IMPROVEMENTS

- ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 1,000 SQUARE FEET OF HEATED LIVING AREA. ONE AND ONE HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 1,500 SQUARE FEET OF HEATED LIVING AREA.
- CONCRETE STEM WALLS AND SLABS AND FOUNDATIONS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

- A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED. CAR PORTS ARE NOT PERMITTED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE OR SHALL BE CONSTRUCTED OF A COLOR COORDINATED METAL (NO GALVANIZED METAL IS PERMITTED). NO GARAGE LOCATED ON ANY LOT WITHIN THE ADDITION SHALL EVER BE CONVERTED TO ANY OTHER USE THAN HOUSING AUTOMOBILES, BOATS, OR OTHER VEHICLES UNLESS A NEW GARAGE IS BUILT IN ACCORDANCE WITH PREVIOUSLY MENTIONED GARAGE REQUIREMENTS.
- NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE OR STRUCTURE MAY BE MOVED ONTO ANY LOT WITHIN THE ADDITION FOR ANY PURPOSE.
- FENCES
 - NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPHS " D AND E" BELOW.
 - IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF ITS LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPHS " D AND E" BELOW.
 - FENCES INSTALLED FOR WHAT IS CONSIDERED TO BE THE " DWELLING YARD" (DEFINED AS THE BACK YARD FOR HUMAN USE, NOT LIVESTOCK) SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, FAUX WROUGHT IRON.
 - ORNAMENTAL FENCES ONLY, NOT EXCEEDING 3 FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
 - SOUTH SIDE OF BLOCK 2 LOTS 1 THRU 5, NEXT TO BRIDLE TRAIL ESTATES, SHALL BE 6 FEET WOOD PRIVACY FENCE.
 - LOT BOUNDARY LINE FENCING SHALL BE SIX FOOT PRIVACY WOOD FENCE. AS MEASURED FROM FINISHED GRADE ANY POINT ALONG THE FENCE.
- ROOFS
 - ALL ROOFS WITHIN THE ADDITION SHALL BE OF SELF-SEALING COMPOSITION SHINGLES THE COLOR OF WHICH SHALL BE SIMULATED " WEATHERED WOOD" OR OF METAL AS APPROVED BY THE ARCHITECTURAL COMMITTEE.
 - ALL ROOF TOP PROTRUSIONS INCLUDING BUT NOT LIMITED TO VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS AND ALL METAL ROOF FLASHINGS SHALL BE PAINTED TO CONFORM WITH THE ROOF COLOR.
 - THE ROOF OF ANY DWELLING SHALL HAVE A PITCH OF NO LESS THAN 6/12 OVER 60% OF THE TOTAL ROOF AREA. NO ROOF IN THE ADDITION SHALL HAVE A PITCH OF LESS THAN 4/12.
- DRIVEWAYS
 - ALL GARAGE ENTRANCES THAT FACE THE DRIVEWAY SHALL HAVE A CONCRETE OR ASPHALT PARKING PAD OF AT LEAST 500 SQUARE FEET.
 - ALL DRIVEWAY ENTRANCES FROM ANY ROAD SHALL BE OF CONCRETE OR ASPHALT CONSTRUCTION OVER THE WIDTH OF THE DRIVEWAY AND SHALL EXTEND A MINIMUM OF 15 FEET FROM THE ROAD.
 - THE PORTION OF THE DRIVEWAY BETWEEN THE CONCRETE PARKING PAD AND THE DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED OF ASPHALT OR CONCRETE.
 - LOT BOUNDARY LINE FENCING SHALL BE RESTRICTED TO A MAXIMUM OF SEVENTY TWO INCHES (72") IN HEIGHT AS MEASURED FROM FINISH GRADE ANY POINT ALONG THE FENCE.
- TEMPORARY AND ACCESSORY STRUCTURES AND BUILDINGS
 - ANY OUTBUILDING OR PERMANENT STRUCTURE ON ANY LOT REQUIRES WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION.
 - THE ARCHITECTURE OF ANY OUTBUILDING SHALL CONFORM TO THE DWELLING ON ANY GIVEN LOT OR SHALL BE OF A PAINTED METAL CONSTRUCTION (NO GALVANIZED METAL SHALL BE ALLOWED).
 - OFF SITE CONSTRUCTED OUTBUILDINGS ARE PROHIBITED.
 - NO OUTBUILDING SHALL EXCEED 30 FEET IN HEIGHT WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.
 - NO TRAILER, TENT, GARAGE, BARN, OUTBUILDINGS, OR OTHER STRUCTURE OF A TEMPORARY NATURE SHALL BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.
 - BUILDING STRUCTURES, DETACHED FROM THE PRINCIPAL RESIDENCE SHALL BE LIMITED TO GAZEBO STRUCTURES. PLANS & BUILDING TYPE SHALL BE APPROVED. SHOP OR STORAGE BUILDINGS IS PROHIBITED.
 - MAIL BOXES TO BE BREAKAWAY TYPE AS APPROVED BY THE ARCHITECTURAL COMMITTEE OR IF BRICK SHALL BE PLACED A MINIMUM OF 2 FEET FROM PAVING.
 - LIVESTOCK AND POULTRY PROHIBITED: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY PART THEREOF, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

SECTION III
HOME OWNERS ASSOCIATION

A. FORMATION

- HOMEOWNERS ASSOCIATION. A HOME OWNERS ASSOCIATION, KNOWN AS SPRADLIN ESTATES II ASSOCIATION, INC. AN OKLAHOMA NOT FOR PROFIT CORPORATION (ASSOCIATION), HAS BEEN OR SHALL BE ESTABLISHED WITH THE CURRENT OKLAHOMA STATUTES TO MAINTAIN THE ENTRYWAYS AND RESERVE AREAS IN THE ADDITION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. EVERY RECORD OWNER OF A FEE INTEREST IN A LOT IN THE ADDITION SHALL BE A MEMBER (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 ANY ANNUAL ASSESSMENT (ANNUAL ASSESSMENT), ANY SPECIAL ASSESSMENT (SPECIAL ASSESSMENT) AND ANY OTHER FINANCIAL CHARGE OR ASSESSMENT ESTABLISHED BY THE ASSOCIATION AS HEREINAFTER SET FORTH OR AS SET FORTH IN THE BY-LAWS OF THE ASSOCIATION. ALL LAWFUL ACTS OF THE ASSOCIATION, MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS, SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF.
- VOTING. EACH MEMBER SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED BY A MEMBER; PROVIDED, HOWEVER, WHEN TWO OR MORE PERSONS OR ENTITIES HOLD SUCH INTEREST OR INTERESTS IN ANY LOT, ALTHOUGH ALL OF SUCH PERSONS OR ENTITIES SHALL BE MEMBERS OF THE ASSOCIATION, THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES MAY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE PER LOT BE CAST WITH RESPECT TO ANY LOT.
- OWNER/DEVELOPER CONTROL OF ASSOCIATION. OWNER/DEVELOPER, OR ITS DESIGNEE, SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE OWNER/DEVELOPER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND ITS BOARD OF DIRECTORS AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY THE OWNER/DEVELOPER, OR ITS ASSIGNEE, IN LIEU OF THE ASSOCIATION AND/OR THE BOARD OF DIRECTORS UNTIL THE TURNOVER DATE AS HEREINAFTER DEFINED. THE DATE ON WHICH THE OWNER/DEVELOPER'S RIGHTS UNDER THIS SECTION III, PARAGRAPH 3 TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSIST OF THOSE PERSONS DESIGNATED BY OWNER/DEVELOPER. OWNER/DEVELOPER'S RIGHTS UNDER THIS SECTION III, PARAGRAPH 3 TO DESIGNATE THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS OWNER/DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY PART OF THE PROPERTY, (B) THE GIVING OF WRITTEN NOTICE BY OWNER/DEVELOPER TO THE ASSOCIATION'S BOARD OF DIRECTORS OF THE OWNER/DEVELOPER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) FIFTEEN (15) YEARS FROM THE DATE OF RECORDINGS HEREOF. FROM AND AFTER THE TURNOVER DATE, THE ASSOCIATION'S BOARD OF DIRECTORS SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BY-LAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE LOT OWNERS SHALL BE VESTED EXCLUSIVELY IN THE OWNER/DEVELOPER. THE LOT OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNER'S LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. OWNER/DEVELOPER, UPON REQUEST OF A LOT OWNER, SHALL SUPPLY SUCH LOT OWNER WITH AN ANNUAL ACCOUNT OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.
- ASSESSMENTS. ALL OWNERS OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE SHALL BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION THEIR SHARE OF:
 - ANNUAL ASSESSMENTS (ANNUAL ASSESSMENT) OF \$ 100.00 SHALL BE MADE ON A PER LOT BASIS. SUCH ASSESSMENTS MAY BE INCREASED TEN PERCENT (10%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UP TO TWENTY -FIVE PERCENT (25%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS OF THE OWNERS OF THE LOTS IN THE ADDITION.
 - SPECIAL ASSESSMENTS (SPECIAL ASSESSMENTS) CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED AND ESTABLISHED AT THE ANNUAL MEETING OR ANY SPECIAL MEETING CALLED FOR THAT PURPOSE BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE LOT OWNERS WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT SUCH MEETING.

- ASSESSMENT DUE DATES. THE ANNUAL ASSESSMENT SHALL COMMENCE ON THE DATE OF CONVEYANCE OF TITLE TO A LOT TO THE OWNER OF SUCH LOT. THEREAFTER, THE FORM AND MEANS OF WRITTEN NOTICE AND THE DUE DATE AND THE TERMS OF PAYMENT OF THE ANNUAL ASSESSMENT SHALL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE TERMS OF PAYMENT, THE DUE DATE AND NOTICE OF A SPECIAL ASSESSMENT SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- EFFECT OF NONPAYMENT OF ASSESSMENTS. ANY ASSESSMENTS WHICH ARE NOT PAID ON OR BEFORE THE DUE DATE SHALL BE DELINQUENT AND SHALL CONSTITUTE A LIEN ON THE LOT AGAINST WHICH SAID ASSESSMENT IS MADE. IF THE ASSESSMENT IS NOT PAID ON OR BEFORE THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM UNTIL PAID. THE ASSOCIATION MAY TAKE ACTION AGAINST ANY MEMBER DELINQUENT IN THE PAYMENT OF ASSESSMENTS OWED TO THE ASSOCIATION. SUCH ACTION MAY INCLUDE ACTIONS TO ENFORCE A LIEN AGAINST THE MEMBER'S PROPERTY AND ANY OTHER ACTIONS AT LAW OR IN EQUITY TO OBTAIN PAYMENT FROM A FINANCIAL OBLIGATION OWED BY A MEMBER. IN TAKING THESE ACTIONS, THE ASSOCIATION SHALL BE ENTITLED TO COLLECT THE COSTS IT HAS INCURRED INCLUDING, BUT NO LIMITED TO, REASONABLE ATTORNEY'S FEES, COURT COSTS, INTEREST AND SUCH OTHER EXPENSES THE ASSOCIATION REASONABLY INCURS IN PURSUING ITS COLLECTION EFFORTS. NO MEMBER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR ANY ASSESSMENTS PROVIDED HEREIN BY NON-USE OF THE RESERVE AREAS OR ABANDONMENT OF HIS LOT.
- SUBORDINATION OF THE LIEN TO MORTGAGES. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE NOW OR HEREINAFTER PLACED UPON ANY LOT; PROVIDED, HOWEVER, THAT SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS OR INSTALLMENTS THEREOF WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO THE SALE OF SUCH LOT PURSUANT TO A FORECLOSURE OF SUCH MORTGAGE OR TRANSFER OR CONVEYANCE IN LIEU OF SUCH FORECLOSURE AND NOT RELIEVE SUCH LOT FROM LIABILITY OF ANY ASSESSMENTS THEREOF THEREAFTER BECOMING DUE OR FROM THE LIEN OF ANY SUCH SUBSEQUENT ASSESSMENTS OR INSTALLMENTS.

SECTION IV
DEVELOPERS RESERVED RIGHTS

1. IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO OWNER/DEVELOPER OR GRANTED TO OWNER/DEVELOPER UNDER THE PROVISIONS OF THIS SPRADLIN ESTATES II DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS, OWNER/DEVELOPER HAVE THE RIGHTS AND POWERS SET FORTH IN THIS SECTION IV. ANYTHING IN THIS DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. THE AUTHORITY GRANTED TO THE OWNER/DEVELOPER BY THIS SECTION IV SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT ON THE TURNOVER DATE AS SET FORTH IN PARAGRAPH 3 OF SECTION III OF THIS DEED OF DEDICATION.
2. PROMOTION OF SPRADLIN ESTATES II. IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION: (A) OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH PROPERTY AS OWNER/DEVELOPER MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS OWNER/DEVELOPER MAY DEEM ADVISABLE; AND (B) OWNER/DEVELOPER AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.
3. CONSTRUCTION ON THE PROPERTY WITHIN THE ADDITION. OWNER/DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITH THE ADDITION AS OWNER/DEVELOPER DEEMS TO BE NECESSARY AND APPROPRIATE. OWNER/DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE PROPERTY AS OWNER/DEVELOPER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS OWNER/DEVELOPER MAY REQUIRE. OWNER/DEVELOPER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON SUCH PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIAL ON SUCH PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.
4. OTHER RIGHTS. OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH OWNER/DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEDICATION UNDER THIS DEED OF DEDICATION.

SECTION V
ENFORCEMENT

A. GOVERNING DOCUMENTS

1. THE ADDITION'S GOVERNING DOCUMENTS SHALL CONSIST OF THE FOLLOWING DOCUMENTS AS THEY MAY BE AMENDED:
- a. ARTICLES OF INCORPORATION OF SPRADLIN ESTATES II ASSOCIATION, INC.
 - b. BY-LAWS OF SPRADLIN ESTATES II ASSOCIATION, INC
 - c. PLAT AND DEED OF DEDICATION FILED AT THE COUNTY CLERKS OFFICE OF WAGONER COUNTY, OKLAHOMA.
 - d. RESOLUTIONS OF BOARD OF DIRECTORS OF SPRADLIN ESTATES II ASSOCIATION, INC.
 - e. THE ARCHITECTURAL GUIDELINES (HEREINAFTER " GOVERNING DOCUMENTS") THE GOVERNING DOCUMENTS APPLY TO ALL LOT OWNERS AND OCCUPANTS OF THE PROPERTY WITHIN THE ADDITION AS WELL AS TO OTHER RESPECTIVE TENANTS, GUESTS, INVITEES. IF A DWELLING ON A LOT IS LEASED, THE LEASE SHALL PROVIDE THAT THE TENANT AND ALL OCCUPANTS OF THE LEASED LOT ARE BOUND BY AND OBLIGATED TO COMPLY WITH THE GOVERNING DOCUMENTS. IF ANY COURT SHOULD DETERMINE ANY PROVISION OR THE GOVERNING DOCUMENTS IS INVALID OR INVALID AS APPLIED IN A PARTICULAR INSTANCE, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY OF OTHER PROVISIONS OR APPLICATIONS OF SUCH PROVISIONS.

B. ENFORCEMENT

1. EVERY OWNER AND OCCUPANT OF A LOT SHALL COMPLY WITH THE GOVERNING DOCUMENTS. THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY IMPOSE SANCTIONS FOR VIOLATION OF THE GOVERNING DOCUMENTS AFTER NOTICE AND A HEARING IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE BY-LAWS. SUCH SANCTIONS MAY INCLUDE WITHOUT LIMITATION:
- a. IMPOSING REASONABLE MONETARY FINES WHICH SHALL BE A PERSONAL FINANCIAL OBLIGATION AND SHALL CONSTITUTE A LIEN UPON THE VIOLATORS LOT. IN THE EVENT THAT ANY OCCUPANT, GUEST OR INVITEE OF A LOT VIOLATES THE GOVERNING DOCUMENTS AND A FINE IS IMPOSED, THE FINE SHALL FIRST BE ASSESSED AGAINST THE VIOLATOR, PROVIDED, HOWEVER, IF THE FINE IS NOT PAID BY THE VIOLATOR WITHIN THE TIME SET FORTH BY THE BOARD, THE LOT OWNER SHALL PAY THE FINE UPON NOTICE FROM THE BOARD.
 - b. EXERCISING SELF-HELP OR TAKING ACTION TO ABATE AND VIOLATION OF THE GOVERNING DOCUMENTS, IN A NON-EMERGENCY SITUATION.
 - c. REQUIRING A LOT OWNER, AT HIS OR HER OWN EXPENSE, TO REMOVE ANY STRUCTURE OR IMPROVEMENT ON SUCH OWNER'S LOT IN VIOLATION OF THE GOVERNING DOCUMENTS AND TO RESTORE THE LOT TO ITS PREVIOUS CONDITION. UPON THE FAILURE OF THE LOT OWNER TO DO SO, THE BOARD OR ITS DESIGNEE SHALL HAVE THE RIGHT TO ENTER ON THE LOT , REMOVE THE VIOLATION AND RESTORE THE LOT TO SUBSTANTIALLY THE SAME CONDITION AS PREVIOUSLY EXISTED AND ANY SUCH ACTION SHALL NOT BE DEEMED A TRESPASS.
 - d. LEVYING A SPECIFIC ASSESSMENT TO COVER COSTS IN BRINGING A LOT OWNER OR A LOT INTO COMPLIANCE WITH THE PROVISIONS OF THE GOVERNING DOCUMENTS, PROVIDED THE BOARD OF DIRECTORS SHALL GIVE THE LOT OWNER PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR A HEARING IN ACCORDANCE WITH THE BY-LAWS, BEFORE LEVYING A SPECIFIC ASSESSMENT UNDER THIS SUBSECTION.

C. CORRECTION ASSESSMENT

1. IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OF THE OWNER/DEVELOPER SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE LOT WHERE THE COVENANT VIOLATIONS(S) EXISTS, AND PROVIDED SUCH VIOLATION IS NOT CORRECTED WITH THE TIME PERIOD PROVIDED FOR IN THE NOTICE, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S), THE COST FOR CURING THE VIOLATIONS(S) SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE ENFORCED AND FORECLOSED AS CONTAINED HEREIN.

SECTION VI
MISCELLANEOUS AMENDMENT

A. NO WAIVER

1. THE FAILURE OF THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION, OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY 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.

B. SEVERABILITY

1. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

C. DISCLAIMER OF WARRANTY

1. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, OWNER/DEVELOPER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADDITION, INCLUDING (WITHOUT LIMITATION) ANY RESERVE AREA OR IMPROVEMENT THEREIN, THE SUFFICIENCY OF UTILITIES, THE IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

D. BINDING EFFECT; AMENDMENT

1. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF FIFTEEN (15) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF TEN (10) YEARS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BE PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE OWNER/DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY AMEND THE COVENANTS AS FOLLOWS.
2. THIS DECLARATION MAY BE AMENDED UNILATERALLY BY OWNER/DEVELOPER AT ANY TIME:
- a. IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THERewith.
 - b. IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION.
 - c. IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION
 - d. TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION.
 - e. TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH OWNER/DEVELOPER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS.
3. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO OWNER/DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF THE POWER TO OWNER/DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE OWNER/DEVELOPER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME OWNER/DEVELOPER HAS SOLD ALL OF ITS LOTS IN THE ADDITION.

SECTION VII OVERLAND DRAINAGE & UTILITY EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT AN OVERLAND DRAINAGE AND UTILITY EASEMENT FOR THE PURPOSE OF PERMITTING STORM WATER FLOW, CONVEYANCE, RETENTION/DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN SPRADLIN ESTATES AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE OVERLAND DRAINAGE & UTILITY EASEMENT MAYBE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION/FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE OWNER/DEVELOPER OR IF DEDICATED TO THE HOMEOWNERS ASSOCIATION AS SET FORTH IN SECTION III, AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
- i) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - ii) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 2 WEEKS.
4. IN THE EVENT THE OVERLAND DRAINAGE & UTILITY EASEMENT SHOULD FAIL TO BE PROPERLY MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT OVERLAND DRAINAGE & UTILITY EASEMENT AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO OVERLAND DRAINAGE & UTILITY EASEMENT "AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNER ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATION TO THE HOA.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC., HEREBY CERTIFY THAT WE ARE THE OWNERS AND THE PERSON OR PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT:

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AND HAVE CAUSED THIS PLAT TO BE MADE OF SAID TRACT SHOWING ACCURATE DIMENSION OF LOTS AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS SPRADLIN ESTATES II AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2022.

RONALD T. SPRADLIN, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED RONALD T. SPRADLIN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO ON BEHALF OF ABUNDANT RAIN MINISTRIES INC., SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, TONY ROBISON, A RESIDENT OF THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND PLATTED INTO LOTS THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF, I FURTHER CERTIFY THAT THIS PLAT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2022

TONY ROBISON, LAND SURVEYOR 1686

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED TONY ROBISON, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE CERTIFICATE OF SURVEYS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF COWETA PLANNING COMMISSION

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION DO CERTIFY THAT THE PROPOSED SUB-DIVISION "SPRADLIN ESTATES II" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

CHAIRMAN

CERTIFICATE OF CITY OF COWETA

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL ON _____.

BY _____
MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

BY _____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA, DOES HEREBY NOW CERTIFY THAT THE PLAT OF SURVEY FOR THE SUBDIVISION KNOWN AS " SPRADLIN ESTATES II" HAS BEEN FILED INTO THE CITY OF COWETA RECORDS.

COUNTY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL OF THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2022.

DATED THIS ____ DAY OF _____, 2022

COUNTY TREASURER

NOTICE TO THE ADJOINING PROPERTY OWNERS OF A HEARING ON THE
PRELIMINARY PLAT FOR SPRANDLIN ESTATES PHASE II

Notice is hereby given that a hearing will be held before the Coweta Planning Commission at 6:00 PM on Monday August 15, 2022, for Approval of the Preliminary Plat for Sprandlin Estates Phase II proposed RS-2 Residential Single-Family Development for Residential uses.

At that time and place, consideration will be given to the request by Abundant Rain Ministries Inc., Developer; RK & Associates PLC, Engineer; for Preliminary Plat approval of Sprandlin Estates Phase II, a subdivision of approximately 2.70 acres more or less with 9 lots. located in Section 1, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma. This land is zoned RS-2 (Residential Single Family).

All persons interested in this matter may be present at this hearing and present their objections to or arguments for any or all of the above matters.

Any questions or comments on the proposed Preliminary Plat should be directed to Tom Young, City Planner at 918-279-7215.

Dated this 4th day of August 2022 in Coweta Oklahoma.



POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Mark Seibold, Community Development Director
Re: Preliminary Plat Spradlin Estates Phase II
Date: 08-15-2022

BACKGROUND

Applicant

The applicant, Abundant Rain Ministries Inc., Developer; RK & Associates PLC, Engineer; for Preliminary Plat approval of Spradlin Estates Phase II, a subdivision of approximately 2.70 acres, more or less, with 9 lots.

Case Facts

- The property is located in Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned RS-2 (Residential Single-Family).
- The property legal description: A tract of land situated in the SW1/4 NW1/4 of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows: commencing at the SW corner of the SW1/4 NW1/4 of said Section 1, thence due north along the west line thereof a distance of 250.00 feet; thence N89°45'53"E parallel to the south line of the NW1/4 a distance of 496.75 feet to the point of beginning; thence S7°21'15"E a distance of 251.94 feet; thence N89°45'53"E a distance of 505.79 feet; thence N12°00'16"W a distance of 74.91 feet; thence N29°58'52"W a distance of 125.00 feet; thence N40°20'49"W a distance of 89.09 feet; thence S89°45'53"W a distance of 402.32 feet to the Point of Beginning. Containing 2.70 acres, more or less.

Utilities/Site Area: The 2.70 acre, more or less, subdivision is proposed to be served by Rural Water No. 5 Water and City of Coweta Sewer with the Developer extension of the utility lines. Windstream, ONG, AEP and Cox have all been notified and a Technical Advisory Committee meeting was held on August 9, 2022.

Pertinent Code

SECTION 2.3.5.E PLANNING COMMISSION ACTION:

- The Planning Commission shall,
 1. hold a public hearing on the preliminary plat,
 2. the preliminary plat shall be reviewed by the Planning Commission for conformity with the Comprehensive Land Use Plan of the City of Coweta, and for compliance with the standards requirements and principles hereinafter prescribed; and, shall be reviewed by the

Planning Commission staff for compliance with all applicable additional requirements of all governmental authorities and agencies, and with all applicable regulations of public utilities.

PLANNING COMMISSION ACTION

Engineering notes may change certain minor details of the plat, and any motion should be contingent on satisfactory approval by the City Engineer.

The Planning Commission can approve, conditionally approve, or disapprove the preliminary plat. If the preliminary plat is approved with conditions, the Planning Commission may require the subdivider to submit a revised preliminary plat. The subdivider shall be advised of any amendments required by the Planning Commission to comply with these regulations. If the preliminary plat is disapproved, the reasons for that action shall be stated.

ATTACHMENTS

1. Preliminary Plat Spradlin Estates Phase II
2. Aerial View Map
3. Location Map
4. Zoning Map
5. Public Hearing Notice

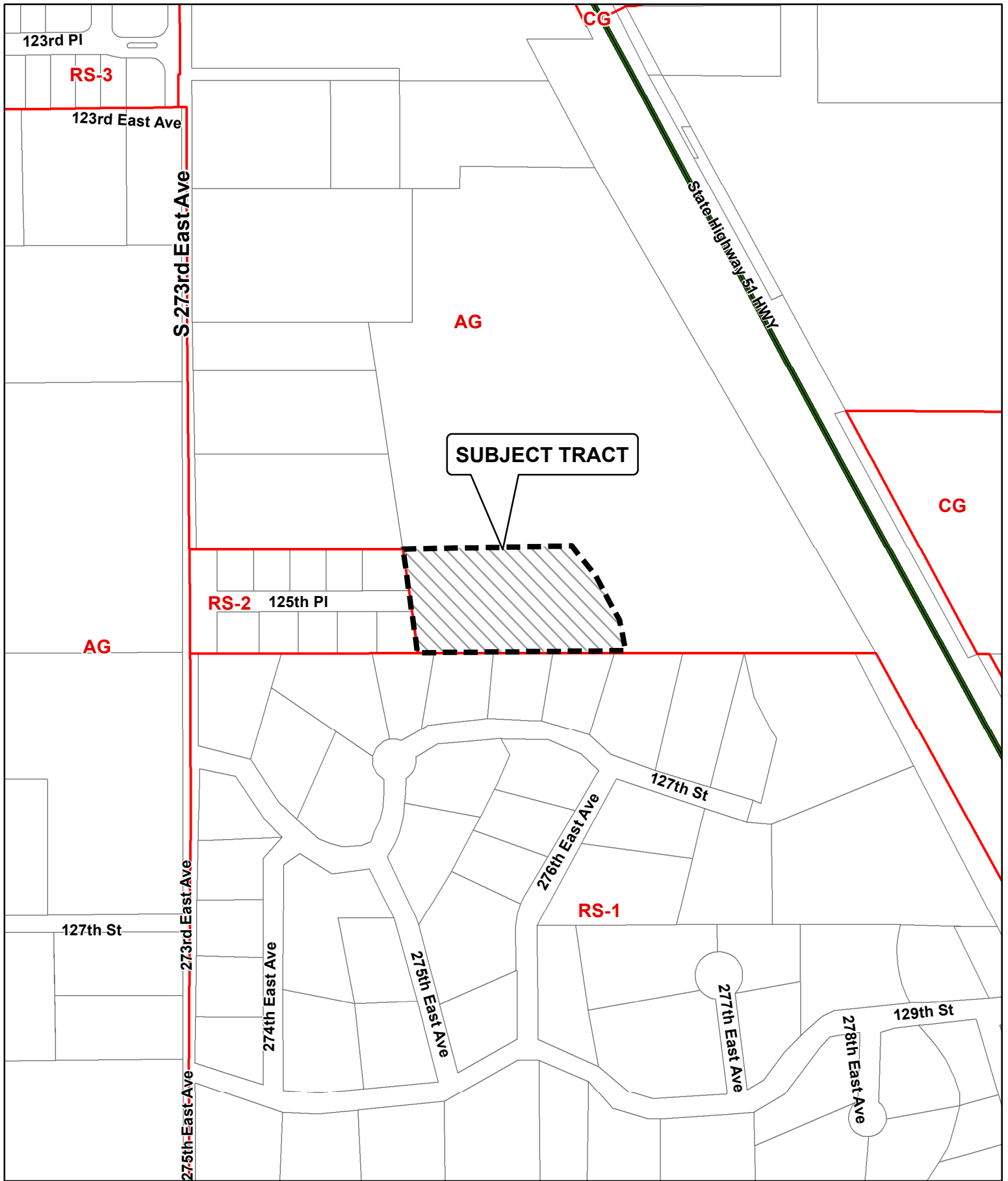


Aerial Date: 2020/2021

CZ 22-01

0 150 300 Feet





Aerial Date: 2020/2021

CZ 22-01



**PRELIMINARY PLAT SPRANDLIN ESTATES PHASE II
RS-2 RESIDENTIAL SINGLE FAMILY ZONING**



SUBJECT PROPERTY

E 125th Pl S

15E17N1

124th

28_4th_East

126th

127th_

283rd East

State Highway 51

276th East

126t

28th

278th East

279th East

273rd East

275th East

15E17N2

127th

271st East

123rd

270th East

123rd

123rd East

272nd. East

Bridle Trail Estates

Bridle Trail Estates SE

BLOCK 1 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,576.10	

BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	
7	9,501.98	
8	8,648.08	
9	14,422.87	
10	10,460.71	
11	12,441.00	
12	7,999.91	
13	8,196.29	

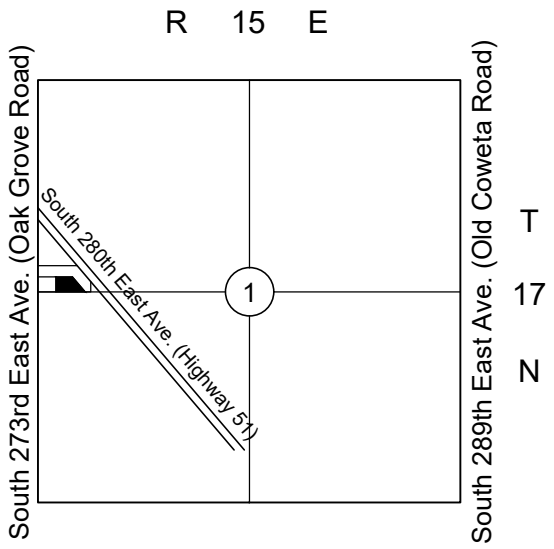
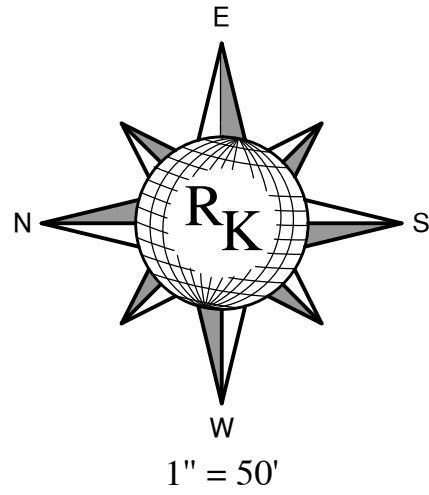
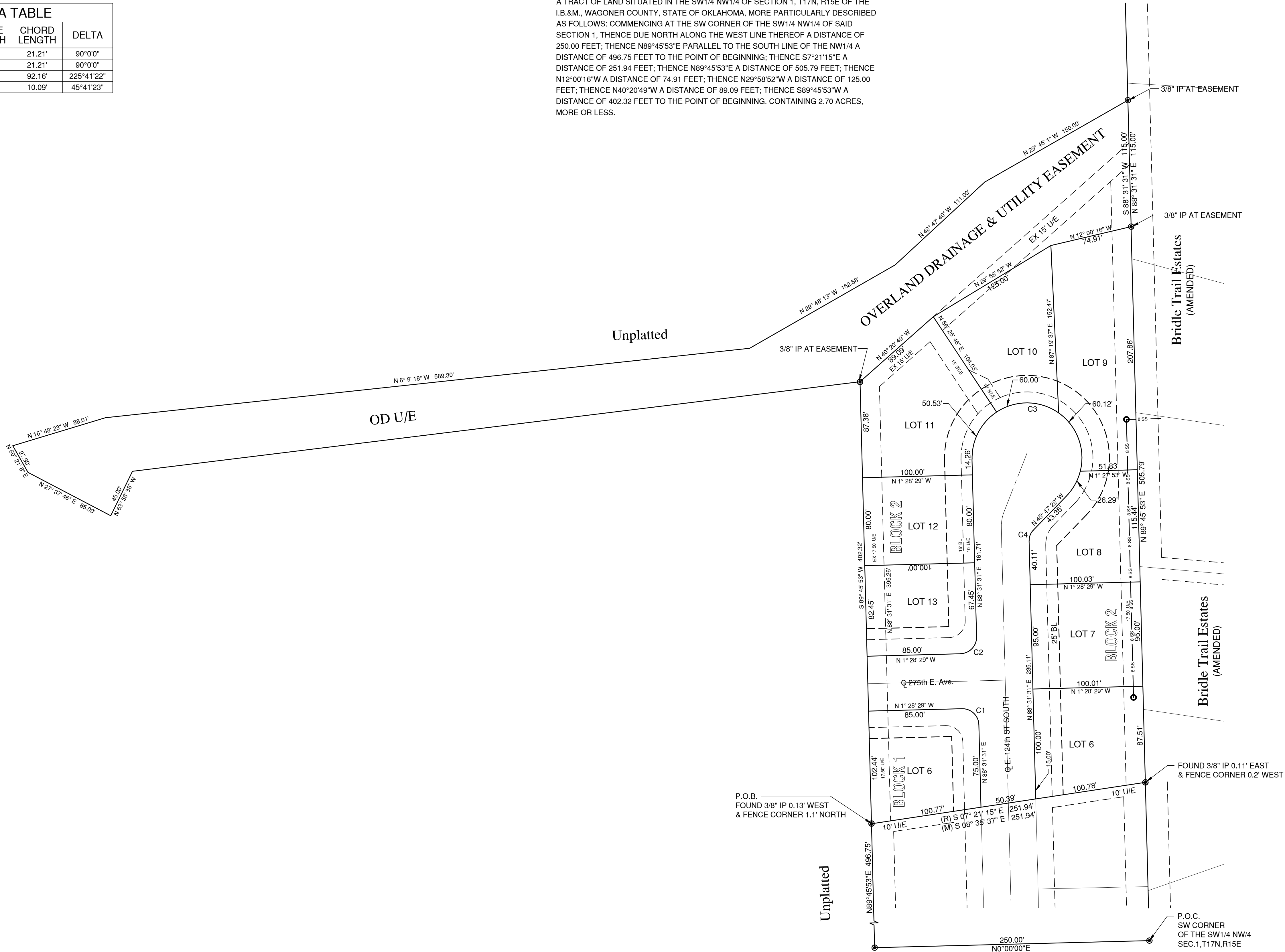
SPRADLIN ESTATES II

AN ADDITION IN THE SW CORNER OF THE NW1/4
OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, I.B.&M.,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA
BLOCK 1, 6
BLOCK 2, 6-13

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.

CURVE DATA TABLE				
NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	15.00'	23.56'	21.21'	90°0'0"
C2	15.00'	23.56'	21.21'	90°0'0"
C3	50.00'	196.96'	92.16'	225°41'22"
C4	13.00'	10.36'	10.09'	45°41'23"



LOCATION MAP

TOTAL ACRES = 2.70
LOT TOTAL = 9

BASIS OF BEARINGS

Oklahoma State Plan Coordinates
Oklahoma North OK_N 3501

BENCH MARK BASIS

The Datum is
NAVD88

SURVEYOR

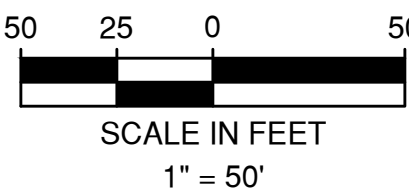
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796

OWNER

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com

ENGINEER

RK & Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2023



LEGEND

U/E	= UTILITY EASEMENT
W/E	= WATER LINE EASEMENT
L/E	= LANDSCAPE EASEMENT
ST/E	= STORM EASEMENT
R/W	= RIGHT OF WAY
BL	= BUILDING LINE
LNA	= LIMITS OF NO ACCESS
ACC	= LIMITS OF ACCESS
POB	= POINT OF BEGINNING
OD U/E	= OVERLAND DRAINAGE & UTILITY EASEMENT
F/E	= FENCING EASEMENT
P R/W	= PIPE LINE RIGHT OF WAY
R/W DED	= RIGHT OF WAY DEDICATION PER COVENANTS
(M)	= MEASURED
(R)	= RECORDED

FINAL PLAT
Spradlin Estates II, City of Coweta
August 11, 2022
SHEET 1 OF 1

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

ABUNDANT RAIN MINISTRIES INC. (THE " OWNER/DEVELOPER"), IS THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.

AND HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED IN CONFORMITY TO THE ATTACHED PLAT. WHICH IS HEREBY ACCEPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF "SPRADLIN ESTATES II", AN ADDITION TO THE CITY OF COWETA, CITY OF COWETA, OKLAHOMA, (THE "SUBDIVISION").

SECTION I
STREETS, EASEMENTS & UTILITIES

A. STREETS AND UTILITY EASEMENTS

- THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE AND THE RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (SPRADLIN ESTATES II) AND FURTHER DEDICATES FOR PUBLIC USE RIGHTS-OF-WAY AND THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINE, 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 RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL ENFORCEABLE BY CITY OF COWETA, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED UPON SAID EASEMENT; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE ON OBSTRUCTION AS AFORESAID.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE WEST SIDE OF THE SUBDIVISION ALONG South 273rd East Ave. (Oak Grove Rd). ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE 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 AND EFFECTIVE NON-EXCLUSIVE 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.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION, AND GAS SERVICE THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS 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 THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FORGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER SERVICE, SANITARY SEWER AND STORM SEWERS

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, AND STORM SEWERS OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF COWETA, WAGONER COUNTY RWD NO. 5 WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- THE CITY OF COWETA, CITY OF COWETA OKLAHOMA RWD NO. 5 OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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 FACILITIES OWNED BY IT. THE OWNER SHALL PAY FOR DAMAGE OR RELOCATIONS OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY CITY OF COWETA, WAGONER COUNTY OKLAHOMA RWD NO. 5, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE IF ANY THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE 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 OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION, NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY CITY OF COWETA, OKLAHOMA. ALL STORM WATER DETENTION AREAS TO BE MAINTAINED BY THE INDIVIDUAL LOT OWNER.

F. LIMITS OF NO ACCESS

- THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREET WITHIN THE BOUNDS DESIGNATED AS " LIMITS OF NO ACCESS" (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY CITY OF COWETA APPROVAL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.
- THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY CITY OF COWETA, AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

G. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

- THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE CITY OF COWETA. THE DEVELOPMENT AND USE OF " SPRADLIN ESTATES II" SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SITE PLANS, AS MAY BE LATER APPROVED BY THE CITY OF COWETA.

H. DEFINITIONS

- IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF COWETA ZONING CODE AS THE SAME EXISTED ON DECEMBER 2018.

SECTION II
RESTRICTIONS & COVENANTS

A. ARTICLE 1 - ARCHITECTURAL COMMITTEE PLAN REVIEW

- THE DEVELOPER HEREBY ESTABLISHES AN ARCHITECTURAL REVIEW COMMITTEE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". THE ARCHITECTURAL COMMITTEE SHALL BE THE DEVELOPER UNTIL JANUARY 2025. THEREAFTER THE LOT OWNERS SHALL EXERCISE THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE PROVIDED, HOWEVER, THE DEVELOPER MAY AT ANY TIME ASSIGN TO THE LOT OWNERS THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE.
- NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS ADDITION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, HAVE BEEN APPROVED IN WRITING BY AT LEAST ONE MEMBER OF THE ARCHITECTURAL COMMITTEE WHICH SHALL BE COMPOSED OF RON SPRADLIN, OR HIS DULY AUTHORIZED REPRESENTATIVE OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE-NAMED ARCHITECTURAL COMMITTEE THE REMAINING MEMBER SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE SAME AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE THE 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 PREDECESSOR, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 30 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 ADDITION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, SHALL 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 COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE OF APPROVAL HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, 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. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS ADDITION FROM MAINTAINING LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THIS ADDITION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

B. ARTICLE 2 - DWELLINGS AND LOT IMPROVEMENTS

- ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 1,000 SQUARE FEET OF HEATED LIVING AREA. ONE AND ONE HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 1,500 SQUARE FEET OF HEATED LIVING AREA.
- CONCRETE STEM WALLS AND SLABS AND FOUNDATIONS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

- A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED. CAR PORTS ARE NOT PERMITTED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE OR SHALL BE CONSTRUCTED OF A COLOR COORDINATED METAL (NO GALVANIZED METAL IS PERMITTED). NO GARAGE LOCATED ON ANY LOT WITHIN THE ADDITION SHALL EVER BE CONVERTED TO ANY OTHER USE THAN HOUSING AUTOMOBILES, BOATS, OR OTHER VEHICLES UNLESS A NEW GARAGE IS BUILT IN ACCORDANCE WITH PREVIOUSLY MENTIONED GARAGE REQUIREMENTS.
- NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE OR STRUCTURE MAY BE MOVED ONTO ANY LOT WITHIN THE ADDITION FOR ANY PURPOSE.
- FENCES
 - NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPHS " D AND E" BELOW.
 - IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF ITS LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPHS " D AND E" BELOW.
 - FENCES INSTALLED FOR WHAT IS CONSIDERED TO BE THE " DWELLING YARD" (DEFINED AS THE BACK YARD FOR HUMAN USE, NOT LIVESTOCK) SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, FAUX WROUGHT IRON.
 - ORNAMENTAL FENCES ONLY, NOT EXCEEDING 3 FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
 - SOUTH SIDE OF BLOCK 2 LOTS 1 THRU 5, NEXT TO BRIDLE TRAIL ESTATES, SHALL BE 6 FEET WOOD PRIVACY FENCE.
 - LOT BOUNDARY LINE FENCING SHALL BE SIX FOOT PRIVACY WOOD FENCE. AS MEASURED FROM FINISHED GRADE ANY POINT ALONG THE FENCE.
- ROOFS
 - ALL ROOFS WITHIN THE ADDITION SHALL BE OF SELF-SEALING COMPOSITION SHINGLES THE COLOR OF WHICH SHALL BE SIMULATED " WEATHERED WOOD" OR OF METAL AS APPROVED BY THE ARCHITECTURAL COMMITTEE.
 - ALL ROOF TOP PROTRUSIONS INCLUDING BUT NOT LIMITED TO VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS AND ALL METAL ROOF FLASHINGS SHALL BE PAINTED TO CONFORM WITH THE ROOF COLOR.
 - THE ROOF OF ANY DWELLING SHALL HAVE A PITCH OF NO LESS THAN 6/12 OVER 60% OF THE TOTAL ROOF AREA. NO ROOF IN THE ADDITION SHALL HAVE A PITCH OF LESS THAN 4/12.
- DRIVEWAYS
 - ALL GARAGE ENTRANCES THAT FACE THE DRIVEWAY SHALL HAVE A CONCRETE OR ASPHALT PARKING PAD OF AT LEAST 500 SQUARE FEET.
 - ALL DRIVEWAY ENTRANCES FROM ANY ROAD SHALL BE OF CONCRETE OR ASPHALT CONSTRUCTION OVER THE WIDTH OF THE DRIVEWAY AND SHALL EXTEND A MINIMUM OF 15 FEET FROM THE ROAD.
 - THE PORTION OF THE DRIVEWAY BETWEEN THE CONCRETE PARKING PAD AND THE DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED OF ASPHALT OR CONCRETE.
 - LOT BOUNDARY LINE FENCING SHALL BE RESTRICTED TO A MAXIMUM OF SEVENTY TWO INCHES (72") IN HEIGHT AS MEASURED FROM FINISH GRADE ANY POINT ALONG THE FENCE.
- TEMPORARY AND ACCESSORY STRUCTURES AND BUILDINGS
 - ANY OUTBUILDING OR PERMANENT STRUCTURE ON ANY LOT REQUIRES WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION.
 - THE ARCHITECTURE OF ANY OUTBUILDING SHALL CONFORM TO THE DWELLING ON ANY GIVEN LOT OR SHALL BE OF A PAINTED METAL CONSTRUCTION (NO GALVANIZED METAL SHALL BE ALLOWED).
 - OFF SITE CONSTRUCTED OUTBUILDINGS ARE PROHIBITED.
 - NO OUTBUILDING SHALL EXCEED 30 FEET IN HEIGHT WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.
 - NO TRAILER, TENT, GARAGE, BARN, OUTBUILDINGS, OR OTHER STRUCTURE OF A TEMPORARY NATURE SHALL BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.
 - BUILDING STRUCTURES, DETACHED FROM THE PRINCIPAL RESIDENCE SHALL BE LIMITED TO GAZEBO STRUCTURES. PLANS & BUILDING TYPE SHALL BE APPROVED. SHOP OR STORAGE BUILDINGS IS PROHIBITED.
 - MAIL BOXES TO BE BREAKAWAY TYPE AS APPROVED BY THE ARCHITECTURAL COMMITTEE OR IF BRICK SHALL BE PLACED A MINIMUM OF 2 FEET FROM PAVING.
 - LIVESTOCK AND POULTRY PROHIBITED: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY PART THEREOF, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

SECTION III
HOME OWNERS ASSOCIATION

A. FORMATION

- HOMEOWNERS ASSOCIATION. A HOME OWNERS ASSOCIATION, KNOWN AS SPRADLIN ESTATES II ASSOCIATION, INC. AN OKLAHOMA NOT FOR PROFIT CORPORATION (ASSOCIATION), HAS BEEN OR SHALL BE ESTABLISHED WITH THE CURRENT OKLAHOMA STATUTES TO MAINTAIN THE ENTRYWAYS AND RESERVE AREAS IN THE ADDITION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. EVERY RECORD OWNER OF A FEE INTEREST IN A LOT IN THE ADDITION SHALL BE A MEMBER (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 ANY ANNUAL ASSESSMENT (ANNUAL ASSESSMENT), ANY SPECIAL ASSESSMENT (SPECIAL ASSESSMENT) AND ANY OTHER FINANCIAL CHARGE OR ASSESSMENT ESTABLISHED BY THE ASSOCIATION AS HEREINAFTER SET FORTH OR AS SET FORTH IN THE BY-LAWS OF THE ASSOCIATION. ALL LAWFUL ACTS OF THE ASSOCIATION, MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS, SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF.
- VOTING. EACH MEMBER SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED BY A MEMBER; PROVIDED, HOWEVER, WHEN TWO OR MORE PERSONS OR ENTITIES HOLD SUCH INTEREST OR INTERESTS IN ANY LOT, ALTHOUGH ALL OF SUCH PERSONS OR ENTITIES SHALL BE MEMBERS OF THE ASSOCIATION, THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES MAY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE PER LOT BE CAST WITH RESPECT TO ANY LOT.
- OWNER/DEVELOPER CONTROL OF ASSOCIATION. OWNER/DEVELOPER, OR ITS DESIGNEE, SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE OWNER/DEVELOPER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND ITS BOARD OF DIRECTORS AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY THE OWNER/DEVELOPER, OR ITS ASSIGNEE, IN LIEU OF THE ASSOCIATION AND/OR THE BOARD OF DIRECTORS UNTIL THE TURNOVER DATE AS HEREINAFTER DEFINED. THE DATE ON WHICH THE OWNER/DEVELOPER'S RIGHTS UNDER THIS SECTION III, PARAGRAPH 3 TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSIST OF THOSE PERSONS DESIGNATED BY OWNER/DEVELOPER. OWNER/DEVELOPER'S RIGHTS UNDER THIS SECTION III, PARAGRAPH 3 TO DESIGNATE THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS OWNER/DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY PART OF THE PROPERTY, (B) THE GIVING OF WRITTEN NOTICE BY OWNER/DEVELOPER TO THE ASSOCIATION'S BOARD OF DIRECTORS OF THE OWNER/DEVELOPER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) FIFTEEN (15) YEARS FROM THE DATE OF RECORDINGS HEREOF. FROM AND AFTER THE TURNOVER DATE, THE ASSOCIATION'S BOARD OF DIRECTORS SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BY-LAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE LOT OWNERS SHALL BE VESTED EXCLUSIVELY IN THE OWNER/DEVELOPER. THE LOT OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNER'S LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. OWNER/DEVELOPER, UPON REQUEST OF A LOT OWNER, SHALL SUPPLY SUCH LOT OWNER WITH AN ANNUAL ACCOUNT OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.
- ASSESSMENTS. ALL OWNERS OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE SHALL BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION THEIR SHARE OF:
 - ANNUAL ASSESSMENTS (ANNUAL ASSESSMENT) OF \$ 100.00 SHALL BE MADE ON A PER LOT BASIS. SUCH ASSESSMENTS MAY BE INCREASED TEN PERCENT (10%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UP TO TWENTY -FIVE PERCENT (25%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS OF THE OWNERS OF THE LOTS IN THE ADDITION.
 - SPECIAL ASSESSMENTS (SPECIAL ASSESSMENTS) CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED AND ESTABLISHED AT THE ANNUAL MEETING OR ANY SPECIAL MEETING CALLED FOR THAT PURPOSE BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE LOT OWNERS WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT SUCH MEETING.

- ASSESSMENT DUE DATES. THE ANNUAL ASSESSMENT SHALL COMMENCE ON THE DATE OF CONVEYANCE OF TITLE TO A LOT TO THE OWNER OF SUCH LOT. THEREAFTER, THE FORM AND MEANS OF WRITTEN NOTICE AND THE DUE DATE AND THE TERMS OF PAYMENT OF THE ANNUAL ASSESSMENT SHALL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE TERMS OF PAYMENT, THE DUE DATE AND NOTICE OF A SPECIAL ASSESSMENT SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- EFFECT OF NONPAYMENT OF ASSESSMENTS. ANY ASSESSMENTS WHICH ARE NOT PAID ON OR BEFORE THE DUE DATE SHALL BE DELINQUENT AND SHALL CONSTITUTE A LIEN ON THE LOT AGAINST WHICH SAID ASSESSMENT IS MADE. IF THE ASSESSMENT IS NOT PAID ON OR BEFORE THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM UNTIL PAID. THE ASSOCIATION MAY TAKE ACTION AGAINST ANY MEMBER DELINQUENT IN THE PAYMENT OF ASSESSMENTS OWED TO THE ASSOCIATION. SUCH ACTION MAY INCLUDE ACTIONS TO ENFORCE A LIEN AGAINST THE MEMBER'S PROPERTY AND ANY OTHER ACTIONS AT LAW OR IN EQUITY TO OBTAIN PAYMENT FROM A FINANCIAL OBLIGATION OWED BY A MEMBER. IN TAKING THESE ACTIONS, THE ASSOCIATION SHALL BE ENTITLED TO COLLECT THE COSTS IT HAS INCURRED INCLUDING, BUT NO LIMITED TO, REASONABLE ATTORNEY'S FEES, COURT COSTS, INTEREST AND SUCH OTHER EXPENSES THE ASSOCIATION REASONABLY INCURS IN PURSUING ITS COLLECTION EFFORTS. NO MEMBER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR ANY ASSESSMENTS PROVIDED HEREIN BY NON-USE OF THE RESERVE AREAS OR ABANDONMENT OF HIS LOT.
- SUBORDINATION OF THE LIEN TO MORTGAGES. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE NOW OR HEREINAFTER PLACED UPON ANY LOT; PROVIDED, HOWEVER, THAT SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS OR INSTALLMENTS THEREOF WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO THE SALE OF SUCH LOT PURSUANT TO A FORECLOSURE OF SUCH MORTGAGE OR TRANSFER OR CONVEYANCE IN LIEU OF SUCH FORECLOSURE AND NOT RELIEVE SUCH LOT FROM LIABILITY OF ANY ASSESSMENTS THEREOF THEREAFTER BECOMING DUE OR FROM THE LIEN OF ANY SUCH SUBSEQUENT ASSESSMENTS OR INSTALLMENTS.

SECTION IV
DEVELOPERS RESERVED RIGHTS

1. IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO OWNER/DEVELOPER OR GRANTED TO OWNER/DEVELOPER UNDER THE PROVISIONS OF THIS SPRADLIN ESTATES II DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS, OWNER/DEVELOPER HAVE THE RIGHTS AND POWERS SET FORTH IN THIS SECTION IV. ANYTHING IN THIS DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. THE AUTHORITY GRANTED TO THE OWNER/DEVELOPER BY THIS SECTION IV SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT ON THE TURNOVER DATE AS SET FORTH IN PARAGRAPH 3 OF SECTION III OF THIS DEED OF DEDICATION.
2. PROMOTION OF SPRADLIN ESTATES II. IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION: (A) OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH PROPERTY AS OWNER/DEVELOPER MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS OWNER/DEVELOPER MAY DEEM ADVISABLE; AND (B) OWNER/DEVELOPER AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.
3. CONSTRUCTION ON THE PROPERTY WITHIN THE ADDITION. OWNER/DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITH THE ADDITION AS OWNER/DEVELOPER DEEMS TO BE NECESSARY AND APPROPRIATE. OWNER/DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE PROPERTY AS OWNER/DEVELOPER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS OWNER/DEVELOPER MAY REQUIRE. OWNER/DEVELOPER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON SUCH PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIAL ON SUCH PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.
4. OTHER RIGHTS. OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH OWNER/DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEDICATION UNDER THIS DEED OF DEDICATION.

SECTION V
ENFORCEMENT

A. GOVERNING DOCUMENTS

1. THE ADDITION'S GOVERNING DOCUMENTS SHALL CONSIST OF THE FOLLOWING DOCUMENTS AS THEY MAY BE AMENDED:
- a. ARTICLES OF INCORPORATION OF SPRADLIN ESTATES II ASSOCIATION, INC.
 - b. BY-LAWS OF SPRADLIN ESTATES II ASSOCIATION, INC
 - c. PLAT AND DEED OF DEDICATION FILED AT THE COUNTY CLERKS OFFICE OF WAGONER COUNTY, OKLAHOMA.
 - d. RESOLUTIONS OF BOARD OF DIRECTORS OF SPRADLIN ESTATES II ASSOCIATION, INC.
 - e. THE ARCHITECTURAL GUIDELINES (HEREINAFTER " GOVERNING DOCUMENTS") THE GOVERNING DOCUMENTS APPLY TO ALL LOT OWNERS AND OCCUPANTS OF THE PROPERTY WITHIN THE ADDITION AS WELL AS TO OTHER RESPECTIVE TENANTS, GUESTS, INVITEES. IF A DWELLING ON A LOT IS LEASED, THE LEASE SHALL PROVIDE THAT THE TENANT AND ALL OCCUPANTS OF THE LEASED LOT ARE BOUND BY AND OBLIGATED TO COMPLY WITH THE GOVERNING DOCUMENTS. IF ANY COURT SHOULD DETERMINE ANY PROVISION OR THE GOVERNING DOCUMENTS IS INVALID OR INVALID AS APPLIED IN A PARTICULAR INSTANCE, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY OF OTHER PROVISIONS OR APPLICATIONS OF SUCH PROVISIONS.

B. ENFORCEMENT

1. EVERY OWNER AND OCCUPANT OF A LOT SHALL COMPLY WITH THE GOVERNING DOCUMENTS. THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY IMPOSE SANCTIONS FOR VIOLATION OF THE GOVERNING DOCUMENTS AFTER NOTICE AND A HEARING IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE BY-LAWS. SUCH SANCTIONS MAY INCLUDE WITHOUT LIMITATION:
- a. IMPOSING REASONABLE MONETARY FINES WHICH SHALL BE A PERSONAL FINANCIAL OBLIGATION AND SHALL CONSTITUTE A LIEN UPON THE VIOLATORS LOT. IN THE EVENT THAT ANY OCCUPANT, GUEST OR INVITEE OF A LOT VIOLATES THE GOVERNING DOCUMENTS AND A FINE IS IMPOSED, THE FINE SHALL FIRST BE ASSESSED AGAINST THE VIOLATOR, PROVIDED, HOWEVER, IF THE FINE IS NOT PAID BY THE VIOLATOR WITHIN THE TIME SET FORTH BY THE BOARD, THE LOT OWNER SHALL PAY THE FINE UPON NOTICE FROM THE BOARD.
 - b. EXERCISING SELF-HELP OR TAKING ACTION TO ABATE AND VIOLATION OF THE GOVERNING DOCUMENTS, IN A NON-EMERGENCY SITUATION.
 - c. REQUIRING A LOT OWNER, AT HIS OR HER OWN EXPENSE, TO REMOVE ANY STRUCTURE OR IMPROVEMENT ON SUCH OWNER'S LOT IN VIOLATION OF THE GOVERNING DOCUMENTS AND TO RESTORE THE LOT TO ITS PREVIOUS CONDITION. UPON THE FAILURE OF THE LOT OWNER TO DO SO, THE BOARD OR ITS DESIGNEE SHALL HAVE THE RIGHT TO ENTER ON THE LOT , REMOVE THE VIOLATION AND RESTORE THE LOT TO SUBSTANTIALLY THE SAME CONDITION AS PREVIOUSLY EXISTED AND ANY SUCH ACTION SHALL NOT BE DEEMED A TRESPASS.
 - d. LEVYING A SPECIFIC ASSESSMENT TO COVER COSTS IN BRINGING A LOT OWNER OR A LOT INTO COMPLIANCE WITH THE PROVISIONS OF THE GOVERNING DOCUMENTS, PROVIDED THE BOARD OF DIRECTORS SHALL GIVE THE LOT OWNER PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR A HEARING IN ACCORDANCE WITH THE BY-LAWS, BEFORE LEVYING A SPECIFIC ASSESSMENT UNDER THIS SUBSECTION.

C. CORRECTION ASSESSMENT

1. IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OF THE OWNER/DEVELOPER SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE LOT WHERE THE COVENANT VIOLATIONS(S) EXISTS, AND PROVIDED SUCH VIOLATION IS NOT CORRECTED WITH THE TIME PERIOD PROVIDED FOR IN THE NOTICE, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S), THE COST FOR CURING THE VIOLATIONS(S) SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE ENFORCED AND FORECLOSED AS CONTAINED HEREIN.

SECTION VI
MISCELLANEOUS AMENDMENT

A. NO WAIVER

1. THE FAILURE OF THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION, OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY 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.

B. SEVERABILITY

1. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

C. DISCLAIMER OF WARRANTY

1. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, OWNER/DEVELOPER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADDITION, INCLUDING (WITHOUT LIMITATION) ANY RESERVE AREA OR IMPROVEMENT THEREIN, THE SUFFICIENCY OF UTILITIES, THE IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

D. BINDING EFFECT; AMENDMENT

1. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF FIFTEEN (15) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF TEN (10) YEARS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BY PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE OWNER/DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY AMEND THE COVENANTS AS FOLLOWS.
2. THIS DECLARATION MAY BE AMENDED UNILATERALLY BY OWNER/DEVELOPER AT ANY TIME:
- a. IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THERewith.
 - b. IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION.
 - c. IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION
 - d. TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION.
 - e. TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH OWNER/DEVELOPER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS.
3. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO OWNER/DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF THE POWER TO OWNER/DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE OWNER/DEVELOPER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME OWNER/DEVELOPER HAS SOLD ALL OF ITS LOTS IN THE ADDITION.

SECTION VII OVERLAND DRAINAGE & UTILITY EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT AN OVERLAND DRAINAGE AND UTILITY EASEMENT FOR THE PURPOSE OF PERMITTING STORM WATER FLOW, CONVEYANCE, RETENTION/DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN SPRADLIN ESTATES AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE OVERLAND DRAINAGE & UTILITY EASEMENT MAYBE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION/FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE OWNER/DEVELOPER OR IF DEDICATED TO THE HOMEOWNERS ASSOCIATION AS SET FORTH IN SECTION III, AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
- i) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - ii) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 2 WEEKS.
4. IN THE EVENT THE OVERLAND DRAINAGE & UTILITY EASEMENT SHOULD FAIL TO BE PROPERLY MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT OVERLAND DRAINAGE & UTILITY EASEMENT AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO OVERLAND DRAINAGE & UTILITY EASEMENT "AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNER ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATION TO THE HOA.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC., HEREBY CERTIFY THAT WE ARE THE OWNERS AND THE PERSON OR PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT:

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AND HAVE CAUSED THIS PLAT TO BE MADE OF SAID TRACT SHOWING ACCURATE DIMENSION OF LOTS AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS SPRADLIN ESTATES II AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2022.

RONALD T. SPRADLIN, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED RONALD T. SPRADLIN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO ON BEHALF OF ABUNDANT RAIN MINISTRIES INC., SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, TONY ROBISON, A RESIDENT OF THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND PLATTED INTO LOTS THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF, I FURTHER CERTIFY THAT THIS PLAT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2022

TONY ROBISON, LAND SURVEYOR 1686

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED TONY ROBISON, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE CERTIFICATE OF SURVEYS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF COWETA PLANNING COMMISSION

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION DO CERTIFY THAT THE PROPOSED SUB-DIVISION "SPRADLIN ESTATES II" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

CHAIRMAN

CERTIFICATE OF CITY OF COWETA

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL ON _____.

BY _____
MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

BY _____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA, DOES HEREBY NOW CERTIFY THAT THE PLAT OF SURVEY FOR THE SUBDIVISION KNOWN AS " SPRADLIN ESTATES II" HAS BEEN FILED INTO THE CITY OF COWETA RECORDS.

COUNTY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL OF THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2022.

DATED THIS ____ DAY OF _____, 2022

COUNTY TREASURER



POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Planning Commission
From: Mark Seibold, Community Development Director
Location: Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian
Zoning: PUD-02 Amended
Re: CLS 22-04 – Minor Subdivision (Lot Split)
Date: 08-15-2022

BACKGROUND

Applicant: Carlson Consulting Engineers, Inc, for the property owner Roland Investment, LTD

The applicant has applied for a Minor Subdivision (Lot Split), to split the following tract into tract 1, tract 2, and tract 3.

This tract of land lies within PUD-02 Amended. Staff received and reviewed the Legal description for the original Tract, and for Tract 1, Tract 2 and Tract 3. Tract 2 will be the development for Coweta Trails Senior Living facility, Phase II. Tract 3 will be for the Proposed 60 feet Right-of-Way Dedication.

The new lots will meet the minimum yard requirements for the PUD-02 Amended District. Tract 2 will face South 273rd East Avenue, containing 148,802 sq. ft. or 3.42 acres, more or less. Tract 3 will be the Proposed 60 feet Road Right-of-Way Dedication, containing 34,263 sq. ft. or 0.79 acres, more or less.

A Technical Advisory Committee (TAC) Agenda was sent on August 9, 2022. City Staff received no adverse comments to the proposed minor subdivision.

Surrounding Tracts' Zoning: North: IL; East: CG, RS-2, RS-1; South: CG, RS-3, RS-1; West: AG, RS-1 CG

Legal Description:

Original Tract: All that part of the NE/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian, lying South and West of the M. K. & T. Railroad AND a tract or parcel of land in the SE/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, said tract lying West of the M. K. & T. Railroad in said Section 35 and being more particularly described as follows, to-wit:

Beginning at the SE corner of said SE/4, Thence S89°52'11"W and along the South line of said SE/4 a distance of 245.69 feet to a point that is the SE corner of STEEPLECHASE APARTMENTS, a subdivision in said SE/4, Thence N00°E and along the East line of said subdivision a distance of 443 feet to the NE corner thereof, Thence S89°52'11"W and along the North line of said subdivision a distance of 470 feet to the East line of TIMBER RIDGE PLAZA, a subdivision in said SE/4, Thence N00°E and along the East line thereof a distance of 787.61 feet, Thence continuing

along the Northerly line of said subdivision the following, N28°34'33"W a distance of 231.25 feet, Thence N75°W for 272.94 feet, Thence N90°W for 212.87 feet, Thence N00°E for 121.52 feet, Thence N90°W for 290 feet to the East line of TIMBER RIDGE ESTATES, a subdivision in said SE/4, Thence N00°W and along the Easterly line thereof to the North line of said SE/4, Thence Easterly along said North line to the Westerly right-of-way line of the M. K. & T. Railroad, Thence S29°03'54"E and along said Westerly right-of-way line to the East line of said SE/4, Thence Southerly along said East line to the SE corner of said SE/4 and the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING THREE (3) TRACTS:

A Tract of land located the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Commencing at the SE corner of the SE/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian; Thence S88°44'55"W along the South line of said SE/4 a distance of 245.69 feet; Thence N01°07'16"W along the boundary of STEEPLECHASE APARTMENTS, according to the recorded Plat No. PLC4-336 a distance of 443.00 feet to the Point of Beginning; Thence S88°44'55"W along the boundary of STEEPLECHASE APARTMENTS a distance of 470.00 feet to the boundary of TIMBER RIDGE PLAZA, according to the recorded Plat No. PLC4-310; Thence N01°07'16"W along the boundary of TIMBER RIDGE PLAZA a distance of 324.58 feet; Thence N88°44'55"E a distance of 405.24 feet; Thence S29°47'54"E Along a line being parallel and 60.00 feet West of the present railroad right-of-way a distance of 369.50 feet; Thence S88°44'54"W a distance of 112.55 feet to the Point of Beginning and containing 3.680 acres, more or less.

AND

A Tract of land located the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Beginning at the SE corner of the SE/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian; Thence S88°44'55"W along the South line of said SE/4 a distance of 35.25 feet; Thence N01°24'11"W a distance of 266.21 feet; Thence N29°47'54"W a distance of 570.76 feet; Thence N60°12'06"E a distance of 60.00 feet to the present railroad right-of-way; Thence S29°47'54"E along said present railroad right-of-way a distance of 533.89 feet to the East line of said SE/4; Thence S01°24'11"E along the East line of said SE/4 a distance of 327.26 feet to the Point of Beginning and containing 1.001 acres, more or less.

AND

A Tract of land located the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Commencing at the SE corner of the SE/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian; Thence S88°44'55"W along the South line of

said SE/4 a distance of 35.25 feet to the Point of Beginning; Thence S88°44'55"W along the South line of said SE/4 a distance of 210.44 feet; Thence N01°07'16"W along the boundary of STEEPLECHASE APARTMENTS, according to the recorded Plat No. PLC4-336 a distance of 443.00 feet; Thence N88°44'55"E a distance of 112.55 feet; Thence S29°47'54"E a distance of 201.26 feet; Thence S01°24'11"E a distance of 266.21 feet to the Point of Beginning and containing 1.935 acres, more or less.

Tract 1:

All that part of the NE/4 of Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian, according to the U.S. Government Survey thereof, Wagoner County, State of Oklahoma, lying South and West of the M.K. & T. Railroad AND a tract of parcel of land in the SE/4 of Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian, according to the U.S. Government Survey thereof, Wagoner County, State of Oklahoma, said tract lying West of the M.K. & T. Railroad in said Section 35 and being more particularly described as follows, to-wit:

Beginning at the SE corner of said SE/4; Thence S 89°52'11" W and along the South line of said SE/4 a distance of 245.69 feet to a point that is the SE corner of STEEPLECHASE APARTMENTS, a subdivision in said SE/4; Thence N 00° E and along the East line of said subdivision a distance of 443 feet to the NE corner thereof; Thence S 89°52'11" W and along the North line of said subdivision a distance of 470 feet to the East line of TIMBER RIDGE PLAZA, a subdivision in said SE/4; Thence N 00° E and along the East line thereof a distance of 787.61 feet; Thence continuing along the Northerly line of said subdivision the following. N 28°34'33" W a distance of 231.25 feet; Thence N 75°W for 272.94 feet; Thence N 90° W for a distance of 212.87 feet; Thence N 00° E for 121.52 feet; Thence N 90°W for 290 feet to the East line of TIMBER RIDGE ESTATES, a subdivision in said SE/4; Thence N 00°W and along the Easterly line thereof to the North line of said SE/4; Thence Easterly along said North line to the Westerly right-of-way line of the M.K. & T. Railroad; Thence S 29°03'54" E and along said Westerly right-of-way line to the East line of said SE/4; Thence Southerly along said East line to the SE corner of said SE/4 and the Point of Beginning

LESS AND EXCEPT the following 5 tracts:

A tract of land in the SE/4 of Section 35, in Township Eighteen North and Range Fifteen East of the Indian Base Meridian according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follow:

Commencing at the Southeast corner of the SE/4 of Sec 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the South line of said SE/4 a distance of 245.69 feet; Thence N 01°07'16" W along the boundary of STEEPLECHASE APARTMENTS, according to the recorded Plat No. PLC4-336 a distance of 443.00 feet to the Point of Beginning; Thence S 88°44'55" W along the boundary of said STEEPLECHASE APARTMENTS a distance of 470.00 feet to the boundary of TIMBER RIDGE PLAZA, according to the recorded Plat No. PLC4-310; Thence N 01°07'16" W along the boundary of said TIMBER RIDGE PLAZA, a distance of 324.58 feet; Thence N 88°44'55" E a distance of 405.24 feet; Thence S 29°47'54" E along a line being parallel and 60.00 feet West of the present railroad right-of-way a distance of 369.50 feet; Thence S 88°44'55" W a distance of 112.55 feet to the Point of Beginning, and containing 3.680 acres, more or less.

AND LESS

A tract of land located in the SE/4 of Section 35 in Township Eighteen North and Range Fifteen East of the Indian Base and Meridian according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows;

Beginning at the Southeast corner of the SE/4 of Section 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the South line of said SE/4 a distance of 35.25 feet; Thence N 01°24'11" W a distance of 266.21 feet; Thence N 29°47'54" W a distance of 570.76 feet; Thence N 60°12'06" E a distance Of 60.00 feet to the present railroad right-of-way; Thence S 29°47'54" E along said present railroad right-of-way a distance of 533.89 feet to the East line of said SE/4; Thence S 01°24'11" E along the East line of said SE/4 a distance of 327.26 feet to the Point of Beginning, and containing 1.001 acres, more or less.

AND LESS

A tract of land located in the SE/4 of Section 35, in Township Eighteen North and Range Fifteen East of the Indian Base and Meridian, according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Commencing at the Southeast corner of the SE/4 of Section 35, T-18-N, R-15-E, I.B.&M; Thence S 88°44'55" W along the South line of said SE/4 a distance of 35.25 feet to the Point of Beginning; Thence S 88°44'55" W along the South line of said SE/4 a distance of 210.44 feet; Thence N 01°07'16" W along the boundary of STEEPLECHASE APARTMENTS, according to the recorded Plat No. PLC-4-336 a distance of 443.00 feet; Thence N 88°44'55" E a distance of 112.55 feet; Thence S 29°47'54" E a distance of 201.26 feet; Thence S 01°24'11" E a distance of 266.21 feet to the Point of Beginning, and containing 1.935 acres, more or less .

AND LESS

Situated in the Southeast 1/4 of Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian according to the U.S. Government Survey thereof, in the City of Coweta, County of Wagoner and State of Oklahoma and being a part of land conveyed to Roland Investments, LTD by deed recorded in Deed Book 2569, Page 354 in the Wagoner County Clerk's Office and is further bounded and described as follows;

Commencing at a found 5/8" Iron Rebar found at the Southeast Corner of the Southeast 1/4, Section 35, Township 18 North, Range 15 East; Thence South 88°45'14" West a distance of 245.69 feet; Thence North 01°06'57" West a distance of 443.00 feet to a point lying in a Southerly line of land conveyed to Coweta Trails, LP by deed recorded in deed book 2591, Page 799 recorded in the Wagoner County Clerk's Office; Thence along said Southerly line North 88°45'14" East a distance of 112.55 feet to a 1/2" Iron Rebar, I.D. #1239, at a Southeasterly corner thereof said corner lying in a Southwesterly Right-of-Way of South 273rd East Avenue (60' Wide); Thence along said Southwesterly Right-of-way North 29°47'35" East a distance of 369.46 feet to a 1/2" Iron Rebar Found, I.D. #1239 at a Northeasterly corner of land so conveyed to Coweta Trails, LP and being the point of beginning of the premises herein intended to be described;

Thence along said Northerly line South 88°44'45" West a distance of 405.18 feet to a 1/2" Iron Rebar, I.D. #1239, lying in an Easterly line of Lot 5 of the Timber Ridge Plaza recorded by plat in Plat Number PLC4-310 in the Wagoner County Clerk's

Office; Thence along said Easterly line of said subdivision North 01°22'13" West a distance of 461.62 feet to a 1/2" Iron Rebar, I.D. #1239, found at an angle point in the easterly line of lot 42 of said subdivision; Thence continuing along said easterly line North 29°46'21" West a distance of 178.91 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 75°32'28" East a distance of 100.62 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 at an angle point therein; Thence South 67°29'59" East a distance of 55.37 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 at an angle point therein; Thence South 58°48'02" East a distance of 62.33 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 lying in the extended said Southwesterly Right-of-Way South 273rd East Avenue; Thence along said extended Southwesterly Right-of-Way South 29°47'35" East a distance of 609.93 feet to the place of beginning containing 148,802 Sq. Ft. or 3.42 Acres (more or less) of land.

AND LESS

Situated in the Southeast 1/4 of Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian according to the U.S. Government Survey thereof, in the City of Coweta, County of Wagoner and State of Oklahoma and being a part of land conveyed to Roland Investments, LTD by deed recorded in Deed Book 2569, Page 354 in the Wagoner County Clerk's Office and is further bounded and described as follows;

Commencing at a found 5/8" Iron Rebar found at the Southeast Corner of the Southeast 1/4, Section 35, Township 18 North, Range 15 East; Thence South 88°45'14" West a distance of 245.69 feet; Thence North 01°06'57" West a distance of 443.00 feet to a point lying in a Southerly line of land conveyed to Coweta Trails, LP by deed recorded in deed book 2591, Page 799 recorded in the Wagoner County Clerk's Office; Thence along said Southerly line North 88°45'14" East a distance of 112.55 feet to a 1/2" Iron Rebar, I.D. #1239, at a Southeasterly corner thereof said corner lying in a Southwesterly Right-of-Way of South 273rd East Avenue (60' Wide); Thence along said Southwesterly Right-of-way North 29°47'35" East a distance of 369.46 feet to a 1/2" Iron Rebar Found, I.D. #1239 at a Northeasterly corner of land so conveyed to Coweta Trails, LP and being the point of beginning of the premises herein intended to be described;

Thence along the extended Southwesterly Right-of-Way of South 273rd East Avenue North 29°47'35" West a distance of 609.93 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 67°44'33" East a distance of 81.71 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 58°52'35" East a distance of 20.06 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 in the Southwesterly Right-of-Way of the Union Pacific Railroad (100' wide); Thence along said Southwesterly Right-of-Way South 29°47'35" East a distance of 527.96 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 60°12'25" West a distance of 60.00 feet to the place of beginning containing 34,263 Sq. Ft. or 0.79 Acres (more or less) of land.

Tract 2:

Situated in the Southeast 1/4 of Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian according to the U.S. Government Survey thereof, in the City of Coweta, County of Wagoner and State of Oklahoma and being a part of land conveyed to Roland Investments, LTD by deed recorded in Deed Book 2569, Page 354 in the Wagoner County Clerks Office and is further bounded and described as follows;

Commencing at a found 5/8" Iron Rebar found at the Southeast Corner of the Southeast 1/4, Section 35, Township 18 North, Range 15 East; Thence South 88°45'14" West a distance of 245.69 feet; Thence North 01°06'57" West a distance of 443.00 feet to a

point lying in a Southerly line of land conveyed to Coweta Trails, LP by deed recorded in deed book 2591, Page 799 recorded in the Wagoner County Clerk's Office; Thence along said Southerly line North 88°45'14" East a distance of 112.55 feet to a 1/2" Iron Rebar, I.D. #1239, at a Southeasterly corner thereof said corner lying in a Southwesterly Right-of-Way of South 273rd East Avenue (60' Wide); Thence along said Southwesterly Right-of-way North 29°47'35" East a distance of 369.46 feet to a 1/2" Iron Rebar Found, I.D. #1239 at a Northeasterly corner of land so conveyed to Coweta Trails, LP and being the point of beginning of the premises herein intended to be described;

Thence along said Northerly line South 88°44'45" West a distance of 405.18 feet to a 1/2" Iron Rebar, I.D. #1239, lying in an Easterly line of Lot 5 of the Timber Ridge Plaza recorded by plat in Plat Number PLC4-310 in the Wagoner County Clerk's Office; Thence along said Easterly line of said subdivision North 01°22'13" West a distance of 461.62 feet to a 1/2" Iron Rebar, I.D. #1239, found at an angle point in the easterly line of lot 42 of said subdivision; Thence continuing along said easterly line North 29°46'21" West a distance of 178.91 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 75°32'28" East a distance of 100.62 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 at an angle point therein; Thence South 67°29'59" East a distance of 55.37 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 at an angle point therein; Thence South 58°48'02" East a distance of 62.33 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 lying in the extended said Southwesterly Right-of-Way South 273rd East Avenue; Thence along said extended Southwesterly Right-of-Way South 29°47'35" East a distance of 609.93 feet to the place of beginning containing 148,802 Sq. Ft. or 3.42 Acres (more or less) of land

Tract 3:

Situated in the Southeast 1/4 of Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian according to the U.S. Government Survey thereof, in the City of Coweta, County of Wagoner and State of Oklahoma and being a part of land conveyed to Roland Investments, LTD by deed recorded in Deed Book 2569, Page 354 in the Wagoner County Clerks Office and is further bounded and described as follows;

Commencing at a found 5/8" Iron Rebar found at the Southeast Corner of the Southeast 1/4, Section 35, Township 18 North, Range 15 East; Thence South 88°45'14" West a distance of 245.69 feet; Thence North 01°06'57" West a distance of 443.00 feet to a point lying in a Southerly line of land conveyed to Coweta Trails, LP by deed recorded in deed book 2591, Page 799 recorded in the Wagoner County Clerk's Office; Thence along said Southerly line North 88°45'14" East a distance of 112.55 feet to a 1/2" Iron Rebar, I.D. #1239, at a Southeasterly corner thereof said corner lying in a Southwesterly Right-of-Way of South 273rd East Avenue (60' Wide); Thence along said Southwesterly Right-of-way North 29°47'35" East a distance of 369.46 feet to a 1/2" Iron Rebar Found, I.D. #1239 at a Northeasterly corner of land so conveyed to Coweta Trails, LP and being the point of beginning of the premises herein intended to be described;

Thence along the extended Southwesterly Right-of-Way of South 273rd East Avenue North 29°47'35" West a distance of 609.93 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 67°44'33" East a distance of 81.71 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 58°52'35" East a distance of 20.06 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684 in the Southwesterly Right-of-Way of the Union Pacific Railroad (100' wide); Thence along said Southwesterly Right-of-Way South 29°47'35" East a distance of 527.96 feet to a capped 5/8" Iron Rebar set, I.D. C. Ed Gray #1684; Thence South 60°12'25" West a

distance of 60.00 feet to the place of beginning containing 34,263 Sq. Ft. or 0.79 Acres (more or less) of land.

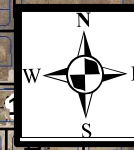
STAFF RECOMMENDATION

The Planning Commission can make a recommendation of approval, approval with conditions, or denial of the request of the Minor Subdivision request.

ATTACHMENTS

1. Property Exhibit
2. Location Map
3. Zoning Map
4. Aerial View Map with Floodplain

CLS 22-04 MINOR SUBDIVISION ROLAND INVESTMENTS, LDT



15E18N25

Tract 1

SUBJECT PROPERTY

Tract 2

15E18N34

117th

15E17N3

15E18N35

15E17N2

15E18N36

15E17N1

121st

15E18N27

CLS 22-04 MINOR SUBDIVISION ROLAND INVESTMENTS, LTD



15E18N25

111th

Coweta Senior Villas

Cross Creek 113th

114th

114th

Cross Creek II

115th

15E18N35

15E18N34

117th

257th East

Perry Green Acres

118th

120th

259th East

15E17N3

257th East

15E17N2

Tract 1

113th

Coweta Crossing North20

PUD-R0702/PUD-C 12-02

Coweta Crossing South45

SUBJECT PROPERTY

PUD-02

Timberidge Estates

Timber Ridge Plaza

Steeplechase Apartments

Timber Ridge Crossing I

122nd

Timber Ridge Crossing II

Kountry Fair Plaza

Tract 2

Park View East

State Highway 51

Woods @ Oak Grove I

Woods @ Oak Grove II

Celebration at the Woods I

15E18N36
PUD-R0701

PUD-R 13-02

PUD-C 20-01

Creek Hollow II

Creek Hollow I

15E17N1

281st East

121st

282nd E
281st E
115th

112th

113th

113th

113th

113th

113th

113th

113th

113th

113th

113th

113th

113th

113th

113th

113th

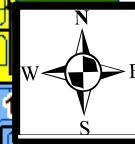
113th

113th

113th

15E18N27
AG

CLS 22-04 MINOR SUBDIVISION ROLAND INVESTMENTS, LDT

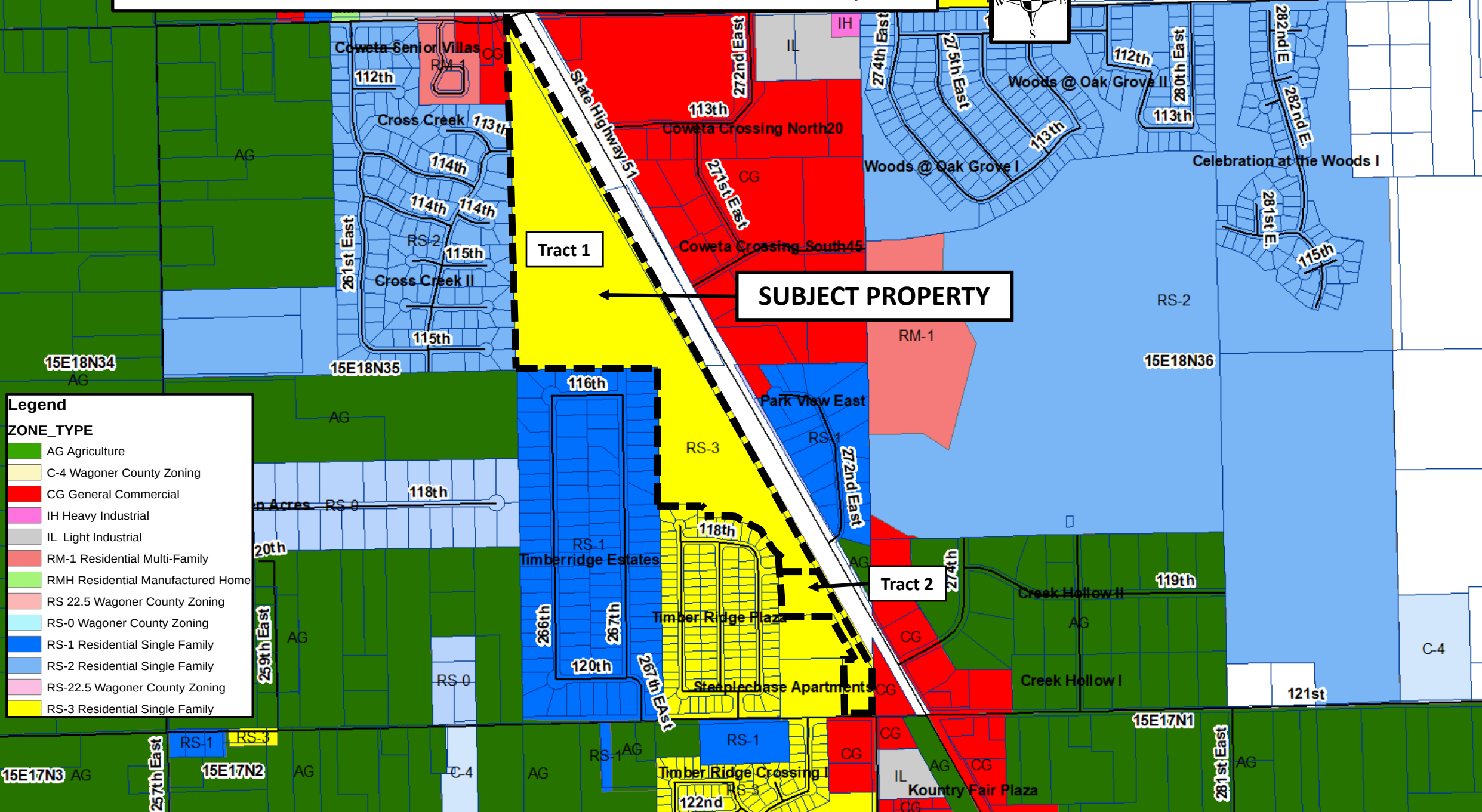


15E18N25

Legend

ZONE_TYPE

- AG Agriculture
- C-4 Wagoner County Zoning
- CG General Commercial
- IH Heavy Industrial
- IL Light Industrial
- RM-1 Residential Multi-Family
- RMH Residential Manufactured Home
- RS-0 Wagoner County Zoning
- RS-1 Residential Single Family
- RS-2 Residential Single Family
- RS-22.5 Wagoner County Zoning
- RS-3 Residential Single Family



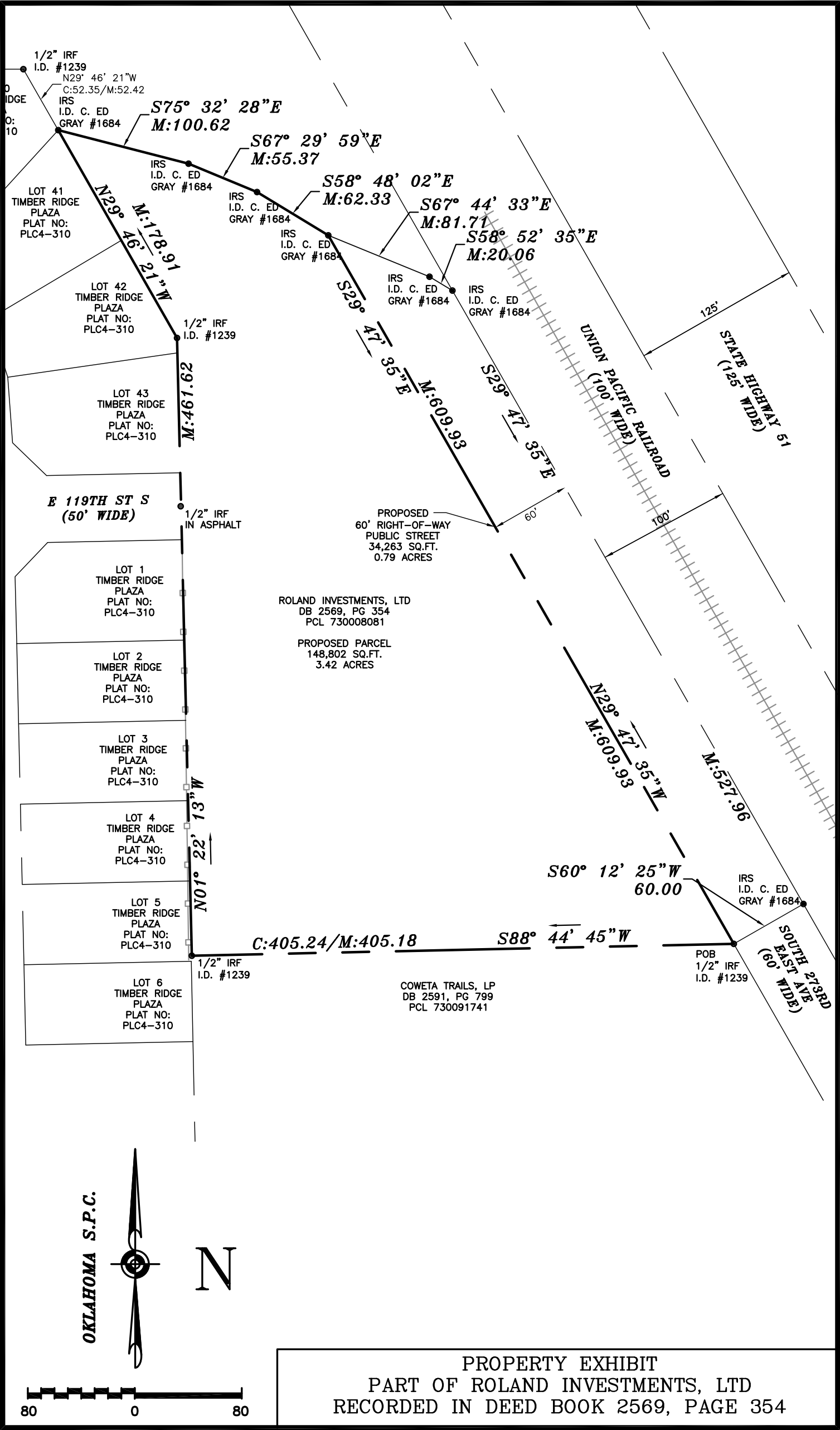
15E17N3 AG

15E17N2 AG

15E17N1

281st East

C-4



TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 4
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 5
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 6
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 7
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 8
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 9
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 10
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

LOT 11
TIMBER RIDGE
PLAZA
PLAT NO:
PLC4-310

ROLAND INVESTMENTS, LTD
DB 2569, PG 354
PCL 730008081

$N88^{\circ} 44' 55'' E$
405.24

COWETA TRAILS, LP
DB 2591, PG 799
PCL 730091741
3.68 ACRES (PER DEED)

470.00
 $S88^{\circ} 45' 55'' W$

STEEPLECHASE APARTMENTS, LP

$S29^{\circ} 47' 54'' E$
369.50

112.55
 $S88^{\circ} 44' 55'' W$

UNION PACIFIC RAILROAD
(100' WIDE)

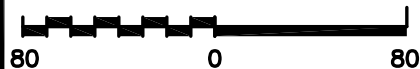
SOUTH 273RD EAST AVE
(60' WIDE)

STATE HIGHWAY 51
(125' WIDE)

OKLAHOMA S.P.C.



N



PROPERTY EXHIBIT
COWETA TRAILS, LP
DEED BOOK 2591, PAGE 799

ROLAND INVESTMENTS, LTD
DB 2569, PG 354
PCL 730008081

$N60^{\circ} 12' 06'' E$
60.00

COWETA TRAILS, LP
DB 2591, PG 799
PCL 730091741

STEEPLECHASE APARTMENTS, LP

UNION PACIFIC RAILROAD
(100' WIDE)

STATE HIGHWAY 51
(125' WIDE)

$S29^{\circ} 47' 54'' E$
533.89
 $N29^{\circ} 47' 54'' W$
570.76

1.001 ACRES
(60' WIDE)
(PER DEED)
SOUTH 273RD EAST AVE

$N01^{\circ} 24' 11'' W$
266.21

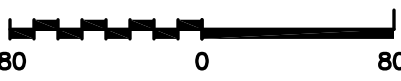
$S01^{\circ} 24' 11'' E$
327.26

$S88^{\circ} 44' 55'' W$
35.25

OKLAHOMA S.P.C.



N



PROPERTY EXHIBIT
LESS AND EXCEPT 1.001 ACRE TRACT
DEED BOOK 2569, PAGE 356



POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Planning Commission
From: Mark Seibold, Community Development Director
Location: 29836 East 154th Street South
Zoning: Residential Single-Family (RS-2)
Re: CLS 22-05 – Minor Subdivision (Lot Split)
Date: 08-15-2022

BACKGROUND

Applicant: Jeff Holmes, Realtor for the property owner Shawn Terry

The applicant has applied for a Minor Subdivision (Lot Split) on the subject property, to split the following Tract into Tract 1 and Tract 2.

This tract of land lies within the RS-2 (Residential Single-Family) District. The New lots will meet the minimum yard requirements for the RS-2 (Residential Single-Family) District. Staff received and reviewed the Legal description for the original Tract and for Tract 1 and Tract 2. Tract 1 and Tract 2 will face East 154th Street South. Tract 1 has an existing Single-Family Structure. Tract 2 will be for new Single-Family Construction.

A Technical Advisory Committee (TAC) Agenda was sent on August 9, 2022. City Staff received no adverse comments to the proposed minor subdivision.

Surrounding Tract: N: RS-2 E: RS-2 S: RS-2 W: RS-2 and RS-1

Legal Description:

Original Tract: Lots 16 and 17, Block 4, COWETA HEIGHTS AMENDED, a replat of Lot 6 of Block 2, Lots 3 through 5 of Block 3, Lots 1, 2, and 5 through 7 of Block 4, and Lots 1 through 6 of Block 5, of Coweta Heights a Subdivision of the SW1/4 of NE1/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, lying South and West of Oklahoma State Highway 51B.

Tract 1: Lots 16, Block 4, COWETA HEIGHTS AMENDED, a replat of Lot 6 of Block 2, Lots 3 through 5 of Block 3, Lots 1, 2, and 5 through 7 of Block 4, and Lots 1 through 6 of Block 5, of Coweta Heights a Subdivision of the SW1/4 of NE1/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, lying South and West of Oklahoma State Highway 51B.

Tract 2: Lots 17, Block 4, COWETA HEIGHTS AMENDED, a replat of Lot 6 of Block 2, Lots 3 through 5 of Block 3, Lots 1, 2, and 5 through 7 of Block 4, and Lots 1 through 6 of Block 5, of Coweta Heights a Subdivision of the SW1/4 of NE1/4 of Section 19,

Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County,
State of Oklahoma, lying South and West of Oklahoma State Highway 51B.

STAFF RECOMMENDATION

The Planning Commission can make a recommendation of approval, approval with conditions, or denial of the request of the Minor Subdivision request.

ATTACHMENTS

1. Survey
2. Location Map
3. Zoning Map
4. Aerial View Map with Floodplain



16E17N18

CLS 22-05 MINOR SUBDIVISION

16E17N17



151st

State Highway 72

297th East

301st East

305th East

153rd

154th East

16E17N19

SUBJECT PROPERTY

16E17N20

Tract 1

Tract 2

154th

154th

154TH

155th

155th

155th

155TH

156th

156th

156th

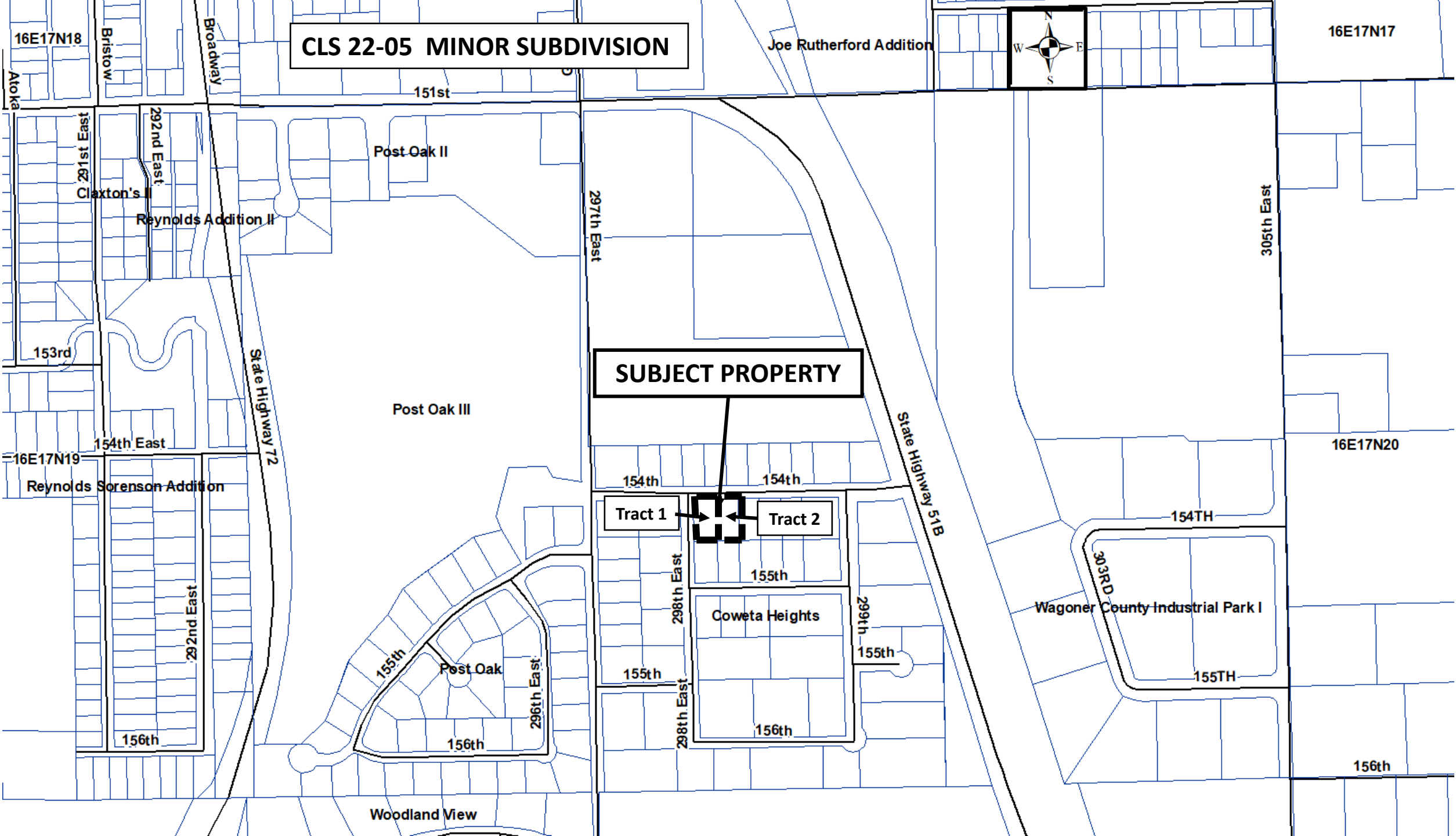
156th

157th

298th East

State Highway 51B

303RD



CLS 22-05 MINOR SUBDIVISION

SUBJECT PROPERTY

Tract 1

Tract 2

Coweta Heights

Woodland View

Wagoner County Industrial Park I

Post Oak II

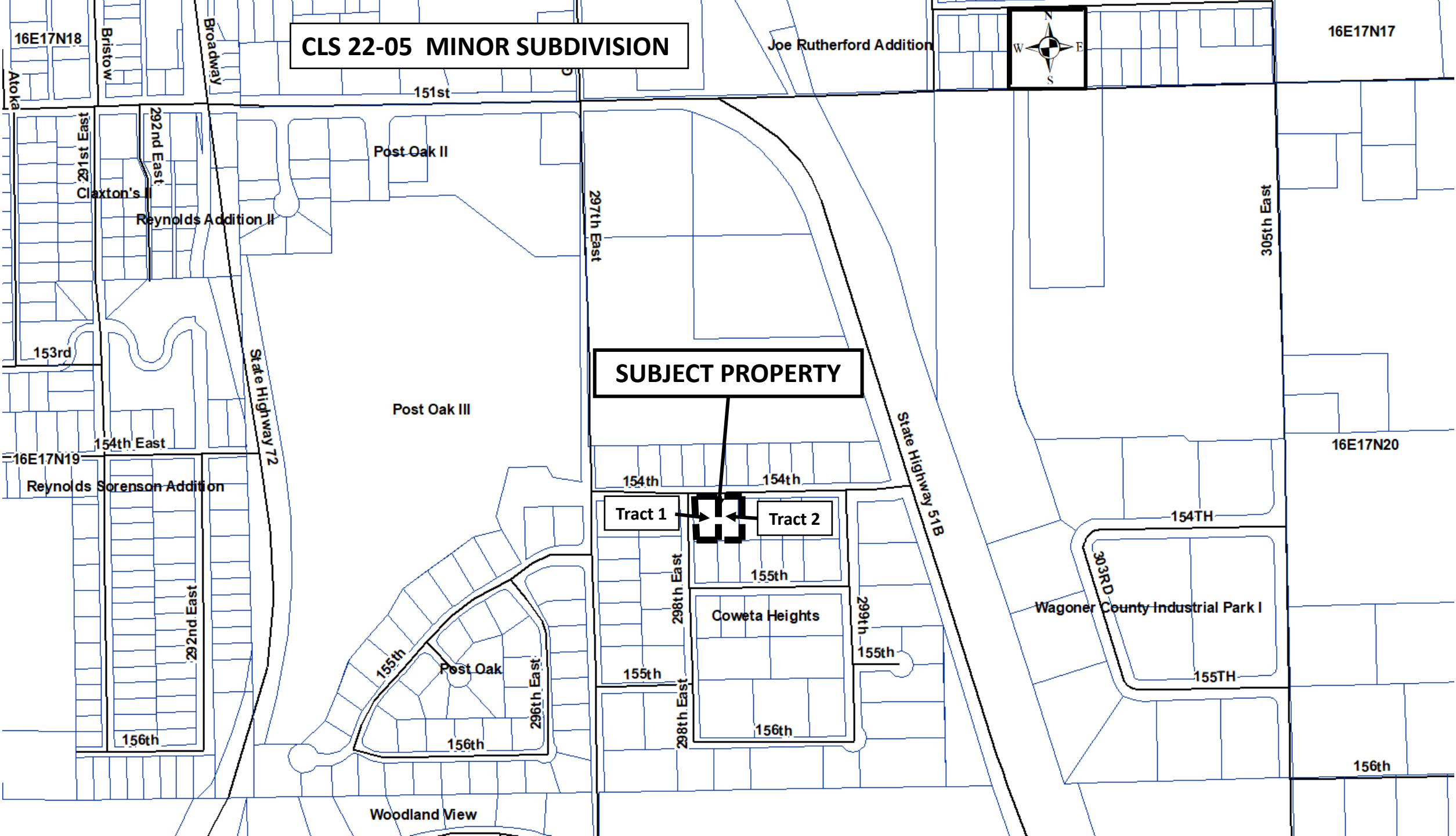
Post Oak III

Post Oak

Reynolds Addition II

Reynolds Sorenson Addition

Joe Rutherford Addition



CLS 22-05 MINOR SUBDIVISION



SUBJECT PROPERTY

Legend

ZONE_TYPE

- | |
|--------------------------------|
| AG Agriculture |
| CG General Commercial |
| IL Light Industrial |
| O Office and Institutional |
| RM-1 Residential Multi-Family |
| RS-1 Residential Single Family |
| RS-2 Residential Single Family |
| RS-3 Residential Single Family |

REGISTERED LAND SURVEYOR'S
MORTGAGE INSPECTION REPORT

THIS PROPERTY IS LOCATED IN ZONE C PER FLOOD INSURANCE
RATE MAP # 400216 0001 A, EFFECTIVE SEPTEMBER 18, 1986.
ZONE C: AREAS OF MINIMAL FLOODING. (NO SHADING)

SCALE
1"=50'

LENDER:

JPMorgan Chase Bank, N.A., ISAOA

BORROWER:

Larry W. Terry and Brenda Joyce Terry

ORDERED BY:

Wagoner County Abstract Company

LEGAL DESCRIPTION

Lots 16 and 17, Block 4, COWETA HEIGHTS AMENDED, a replat of Lot 6 of Block 2, Lots 3 through 5 of Block 3, Lots 1, 2 and 5 through 7 of Block 4, and Lots 1 thru 6 of Block 5 of Coweta Heights, a subdivision of the SW/4 of NE/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, lying South and West of Oklahoma State Highway 51B.

29836 East 154th Street, Coweta, Oklahoma 74429

EASEMENTS

Easements shown per recorded plat.

Easement in favor of Wagoner County, filed of record January 28, 1925 in Book 169, Page 410. (does not affect)

Easement in favor of Wagoner County, filed of record June 12, 1925 in Book 188, Page 248. (does not affect)

Easement in favor of Wagoner County, filed of record July 1, 1925 in Book 188, Page 265. (does not affect)

Easement in favor of Public Service Company of Oklahoma, filed of record May 10, 1926 in Book 169, Page 585. (blanket easement - centerline not defined by instrument)

Highway Easement in favor of State of Oklahoma, filed of record February 2, 1962 in Book 319, Page 341. (does not affect)

Easement for Rural Water District No. 5, Wagoner County, Oklahoma, filed of record September 25, 1969 in Book 379, Page 235. (does not affect)

Underground Right of Way Easement in favor of Public Service Company of Oklahoma, filed of record March 3, 1978 in Book 503, Page 292. (does not affect)

Underground Right of Way Easement in favor of Public Service Company of Oklahoma, filed of record May 12, 1978 in Book 508, Page 298. (does not affect)

Underground Right of Way Easement in favor of General Telephone Company of the Southwest, filed of record March 1, 1979 in Book 527, Page 726. (does not affect)

Assignment and Assumption of Easement in favor of ONEOK Transmission Assets, L.L.C., filed of record April 1, 1999 in Book 1037, Page 373. (blanket easement - centerline not defined by instrument)

Assignment and Assumption of Easements in favor of ONEOK, Inc., d/b/a Oklahoma Natural Gas Company, filed of record April 1, 1999 in Book 1037, Page 387. (blanket easement - centerline not defined by instrument)

Warranty Deed and Assignment and Assumption Agreement in favor of Valor Telecommunications of Oklahoma, LLC, filed of record July 19, 2000 in Book 1096, Page 1-27; Corrective Special Warranty Deed and Assignment and Assumption Agreement in favor of Valor Telecommunications of Oklahoma, LLC, filed of record April 19, 2006 in Book 1575, Page 1. (blanket easement - centerline not defined by instrument)

No additional easements per Title Commitment No. TERRY-1102024-F, Effective Date: February 8, 2011, as provided to surveyor.

CERTIFICATION

This Mortgage Inspection Report was prepared for JPMorgan Chase Bank, N.A., ISAOA. It is not a land or boundary survey plat, and it is not to be relied upon for the establishment of fence, building or other future improvement lines. The accompanying sketch is a true representation of the conditions that were found at the time of the inspection, February 22, 2011, and the linear and angular values shown on the sketch, if any, are based on record or deed information and have not been verified unless noted

Signed this 23rd day of February, 2011.

TIMOTHY L. KING, RPLS
35925 S. CASE ROAD
INOLA, OKLAHOMA 74036
TEL: 918-543-1699

TIMOTHY L. KING RPLS# 1534



2011-0092

Larry W. Terry
Brenda Joyce Terry

