



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, April 15, 2024, 6:00 PM

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

Kristi Rentie ____

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 February 20, 2024.

Documents:

[PC MIN 2-20-2024.DOCX](#)

V. PUBLIC HEARINGS

1. PUBLIC HEARING FINAL PLAT - CREEKWOOD SUBDIVISION

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR FINAL PLAT APPROVAL OF CREEKWOOD SUBDIVISION, A SUBDIVISION OF APPROXIMATELY 4.20 ACRES MORE OR LESS WITH 12 LOTS. SITUATED IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, WITH RS-3 RESIDENTIAL SINGLE FAMILY ZONING. LOCATED NORTHWEST OF EAST 151ST STREET SOUTH AND SOUTH DIVISION STREET.

Documents:

[240415 CREEKWOOD FINAL PLAT SR TY CB.PDF](#)
[2340545 CIP.PDF](#)

2. PUBLIC HEARING PRELIMINARY - SPRADLIN ESTATES PHASE II AMENDED
PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR PRELIMINARY PLAT APPROVAL OF SPRADLIN ESTATES PHASE II AMENDED, A SUBDIVISION OF APPROXIMATELY 2.70 ACRES MORE OR LESS WITH 9 LOTS. SITUATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. RS-2 RESIDENTIAL SINGLE FAMILY ZONING. LOCATED SOUTH 273RD EAST AVENUE AND EAST 125TH PLACE SOUTH.

Documents:

[240415 SPRADLIN ESTATES PP STAFF REP TY CB.PDF](#)
[1 - PLAT 04-01-24.PDF](#)
[2 - PLAT COV.PDF](#)
[3 - PLAT COV-1.PDF](#)

3. PUBLIC HEARING FINAL - SPRADLIN ESTATES PHASE II AMENDED
PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR FINAL PLAT APPROVAL OF SPRADLIN ESTATES PHASE II AMENDED, A SUBDIVISION OF APPROXIMATELY 2.70 ACRES MORE OR LESS WITH 9 LOTS. SITUATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. RS-2 RESIDENTIAL SINGLE FAMILY ZONING. LOCATED SOUTH 273RD EAST AVENUE AND EAST 125TH PLACE SOUTH.

Documents:

[240415 SPRADLIN II AMEND FINAL PLAT TY CB.PDF](#)
[1 - PLAT FINAL 04-01-24.PDF](#)
[2 - PLAT COV.PDF](#)
[3 - PLAT COV-1.PDF](#)

VI. ADMINISTRATION

1. FINAL PLAT - CREEKWOOD SUBDIVISION
DISCUSSION AND POSSIBLE ACTION A RECOMMENDATION OF APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL TO THE COWETA CITY COUNCIL ON A REQUEST FOR FINAL PLAT APPROVAL OF CREEKWOOD SUBDIVISION, A SUBDIVISION OF APPROXIMATELY 4.20 ACRES MORE OR LESS WITH 12 LOTS. SITUATED IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, WITH RS-3 RESIDENTIAL SINGLE FAMILY ZONING. LOCATED NORTHWEST OF EAST 151ST STREET SOUTH AND SOUTH DIVISION STREET.

Documents:

[240415 CREEKWOOD FINAL PLAT SR TY CB.PDF](#)
[2340545 CIP.PDF](#)

2. PRELIMINARY PLAT - SPRADLIN ESTATES PHASE II AMENDED
DISCUSS AND CONSIDER POSSIBLE ACTION, ON THE APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL OF A REQUEST FOR PRELIMINARY PLAT APPROVAL OF SPRADLIN ESTATES PHASE II AMENDED, A SUBDIVISION OF APPROXIMATELY 2.70 ACRES MORE OR LESS WITH 9 LOTS. SITUATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. RS-2 RESIDENTIAL SINGLE FAMILY ZONING. LOCATED SOUTH 273RD EAST AVENUE AND EAST 125TH PLACE SOUTH.

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3. FINAL PLAT - SPRADLIN ESTATES PHASE II AMENDED

DISCUSSION AND POSSIBLE ACTION A RECOMMENDATION OF APPROVAL OR DENIAL TO THE COWETA CITY COUNCIL ON A REQUEST FOR FINAL PLAT APPROVAL OF SPRADLIN ESTATES PHASE II AMENDED, A SUBDIVISION OF APPROXIMATELY 2.70 ACRES MORE OR LESS WITH 9 LOTS. SITUATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. RS-2 RESIDENTIAL SINGLE FAMILY ZONING. LOCATED SOUTH 273RD EAST AVENUE AND EAST 125TH PLACE SOUTH.

Documents:

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[1 - PLAT FINAL 04-01-24.PDF](#)
[3 - PLAT COV-1.PDF](#)
[2 - PLAT COV.PDF](#)

VII. 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.



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Minutes - REGULAR MEETING
COWETA PLANNING COMMISSION
COWETA CITY HALL, 310 S. BROADWAY
TUESDAY, FEBRUARY 20, 2024, 6:00 PM

COMMISSIONERS PRESENT: Jessica Morris, Tim Ahlstrom, Bruce Watkins, Joanna Jones

COMMISSIONERS ABSENT: Kristi Rentie

I. CALL TO ORDER

Jessica Morris called the meeting to order at 6:01 p.m.

II. PLEDGE OF ALLEGIANCE

Given

III. ROLL CALL

Roll call taken. Planning Commission members were present as shown above.

IV. CONSENT

1. Minutes of the Regular Meeting

Approval of the minutes of the Coweta Planning Commission regular meeting held on November 20, 2023.

2. Minutes of the Special Meeting

Approval of the minutes of the Coweta Planning Commission special meeting held on January 22, 2024.

Joanna Jones made a motion to approve the minutes. Tim Ahlstrom seconded the motion.

Aye: Joanna Jones
Tim Ahlstrom
Jessica Morris
Bruce Watkins

V. PUBLIC HEARINGS

1. PUBLIC HEARING PRELIMINARY PLAT CREEKWOOD SUBDIVISION

Jessica Morris opens the public hearing.

Justin DeBruin (Representative of the Owner) steps to the podium to answer any questions.

2. PUBLIC HEARING-CZ 24-01 REZONE

No public comments.

3. PUBLIC HEARING-CZ 24-02 REZONE

No public comments.

4. PUBLIC HEARING-CZ 24-03 REZONE

Eric Enyart of Tanner Consulting steps to the podium to answer questions.

5. PUBLIC HEARING-CZ 24-04 REZONE

Lou Reynolds of Eller and Detrich (Representatives for the Warren Clinic) steps to the podium to answer questions.

Jessican Morris closes the public hearing.

VI. ADMINISTRATION

1. PRELIMINARY PLAT CREEKWOOD SUBDIVISION

Jessica Morris made a motion to approve on the condition that it meets the requirements of TAC and the City Engineer. Joanna Jones seconded the motion.

Aye: Jessica Morris
Bruce Watkins
Tim Ahlstrom
Joanna Jones

2. CZ 24-01 REZONE

Jessica Morris made a motion to approve. Bruce Watkins seconded the motion.

Aye: Jessica Morris
Bruce Watkins
Tim Ahlstrom
Joanna Jones

3. CZ 24-02 REZONE

Jessica Morris made a motion to approve. The motion was seconded by Joanna Jones.

Aye: Jessica Morris
Bruce Watkins
Tim Ahlstrom

Joanna Jones

4. CZ 24-03 REZONE

Jessica Morris made a motion to approve. Tim Ahlstrom seconded the motion.

Aye: Jessica Morris
Bruce Watkins
Tim Ahlstrom
Joanna Jones

5. CZ 24-04 REZONE

Jessica Morris makes a motion to approve. Bruce Watkins seconded the motion.

Aye: Jessica Morris
Bruce Watkins
Tim Ahlstrom
Joanna Jones

VII. ADJOURNMENT

Jessica Morris adjourned the meeting at 6:20 p.m.

X

Date: _____

Chairperson

X

Date: _____

Secretary



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Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Final Plat Creekwood Subdivision
Date: 04-15-2024

BACKGROUND

Applicant

The applicant, Fish Residential, LLC, (Developer); Wallace Design Collective, PC., (Engineer); is seeking a recommendation for Final Plat approval of the proposed Creekwood Subdivision, a residential subdivision of approximately 4.20 acres (more or less) with 12 lots.

Case Facts

- The property is located Northwest of East 151st Street South and South Division in Section 13, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned RS-3 (Residential Single Family).
- The property legal description: A Subdivision in the City of Coweta, Oklahoma; Part of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty-Five (13), Township Eighteen (17) North, Range Fifteen (15) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- Currently, there is a sanitary sewer line condemnation (easement) from the 1920's on the Plat. The Public Works department has no record of this utility ever being installed and has no plans for this condemnation (easement).
- The applicant plans to request an Order of Condemnation by requesting the City close the easement by ordinance.
- Due to timing constraints, the applicant is moving forward with the Final Plat with the condemnation easement remaining on the plat. The applicant understands they will need to remove the condemnation (easement) before any structure/building may be built across or on the condemnation area.

Utilities/Site Area: A Technical Advisory Committee meeting was held on April 5, 2024. The subdivision will be served by the City of Coweta for Water and Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-4 Final Plat:

- C. Planning Commission Action. The Planning Commission shall act upon the final plat after it has been submitted for final approval unless a stipulation for additional time is agreed to by the

developer. If the final plat is disapproved, grounds for the refusal shall be stated in writing, a copy of which shall be transmitted to the applicant.

PLANNING COMMISSION ACTION

The Planning Commission may make a recommendation to City Council to approve or deny the Final Plat. The Planning Commission may continue the case and require the subdivider to submit a revised final plat before making recommendation to City Council for approval. The subdivider shall be advised of any amendments required by the Planning Commission to comply with these regulations. If the final plat is disapproved, the reasons for that action shall be stated.

Staff recommends the Planning Commission make a recommendation to the City Council for approval of the Creekwood Subdivision Final Plat.

ATTACHMENTS

1. Final Plat – Final Plat Creekwood Subdivision

CONCEPTUAL IMPROVEMENTS PLAN

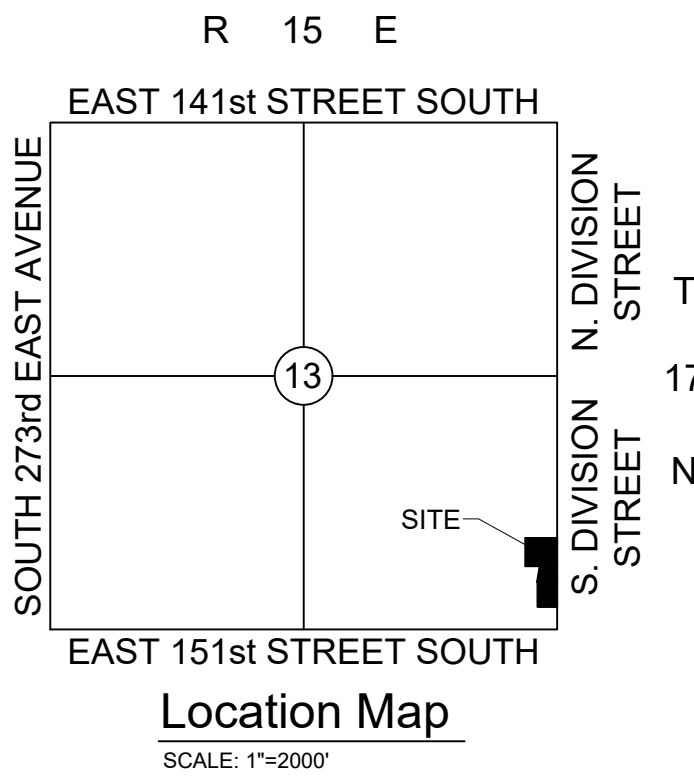
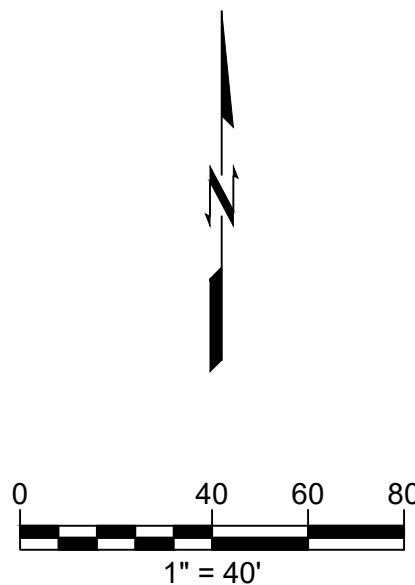
CREEKWOOD SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTEEN (13),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

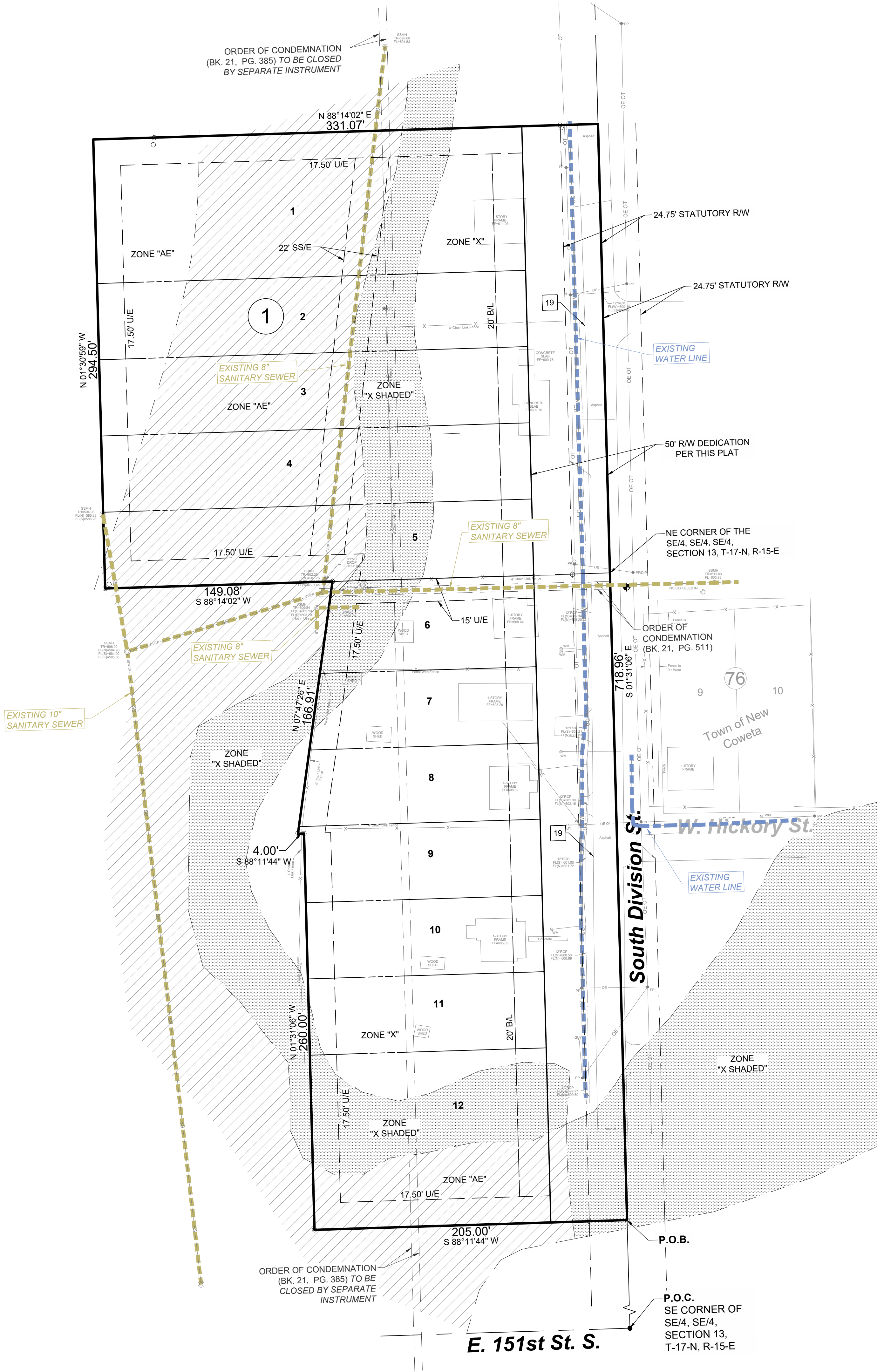
OWNER:
Fish Residential, LLC
200 Blue Sage Court
Irving, Texas, 75063-3362
CONTACT: DEBBIE NORMAN-DAVIS
CORRESPONDENCE ADDRESS:
P.O. Box 457 Ketchum Oklahoma 74349
email: debbie@debbienorman.us

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
DANNY BALDWIN P.E.
danny.baldwin@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design



- LEGEND**
- B/L = BUILDING SETBACK
 - R/W = RIGHT-OF-WAY
 - U/E = UTILITY EASEMENT
 - EXISTING WATER
 - EXISTING SANITARY SEWER





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Memorandum

To: Honorable Chair, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Preliminary Plat - Spradlin Estates Phase II Amended
Date: 04-15-2024

BACKGROUND

Applicant

The applicant, Abundant Rain Ministries Inc., (Developer); RK & Associates PLC, (Engineer); is requesting Preliminary Plat approval for Spradlin Estates Phase II Amended, a subdivision of approximately 2.70 acres (more or less) with 8 lots.

The number of lots on the preliminary plat for Spradlin Estates Phase II Amended was reduced from 9 lots to 8 lots, one lot was removed, and Reserve Area A was added to be used as a park for the benefit of the Spradlin Estates Phase I and Phase II Associations.

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: A Technical Advisory Committee meeting was held on April 5, 2024. The subdivision will be served by Rural Water District No. 5 for Water and the City of Coweta for Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-3 Preliminary Plat:

E. Review of Preliminary Plat.

5. The Planning Commission shall:

- a. Hold a public hearing on the preliminary plat.
- b. Review the preliminary plat for conformity with the comprehensive land use plan of the City 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.
- c. Approve, conditionally approve, or disapprove the preliminary plat at such meeting. 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 this title. If the preliminary plat is disapproved, the reasons for that action shall be stated.

PLANNING COMMISSION ACTION

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.

Staff recommends approval of the Spradlin Estates Phase II Amended Preliminary Plat .

ATTACHMENTS

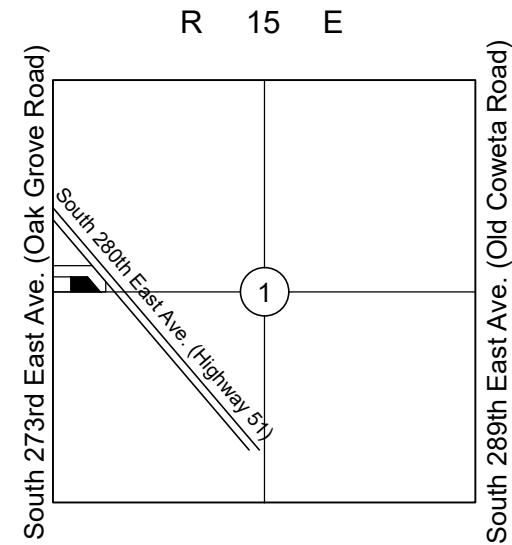
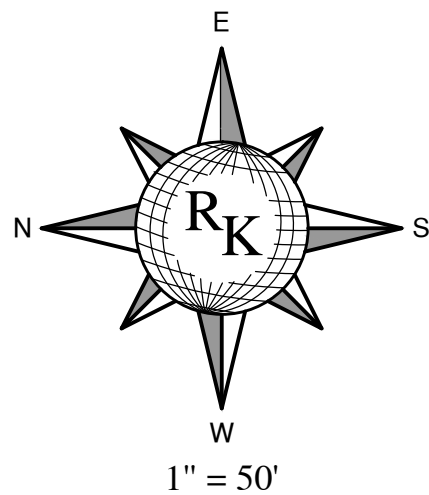
1. Preliminary Plat Spradlin Estates Phase II Amended

SPRADLIN ESTATES II AMENDED

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, LOT 6
BLOCK 2, LOTS 6-12

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; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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

Bearings are assumed. Based on the west line of the NW/4 of Section 1, R - 15 - E, T - 17 - N equals N 00° 00' 00" E.

SURVEYOR

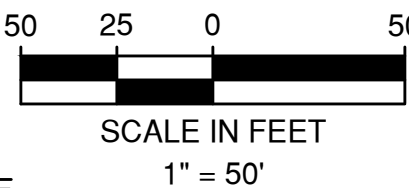
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796
Certificate of Authorization No. 4849
Expires June 30, 2025

OWNERS

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com
and
BGreen Homes, LLC.
924 South Joshua Ave.
Broken Arrow, OK 74102
Attn: Robert E.A. Green (Manager)
Phone: (918) 398-5262
e-mail: bobby@bgreenhomes.com

ENGINEER

RK & Associates, PLC
9910 South Hudson Place
Tulsa, Oklahoma 74137
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2025



LEGEND

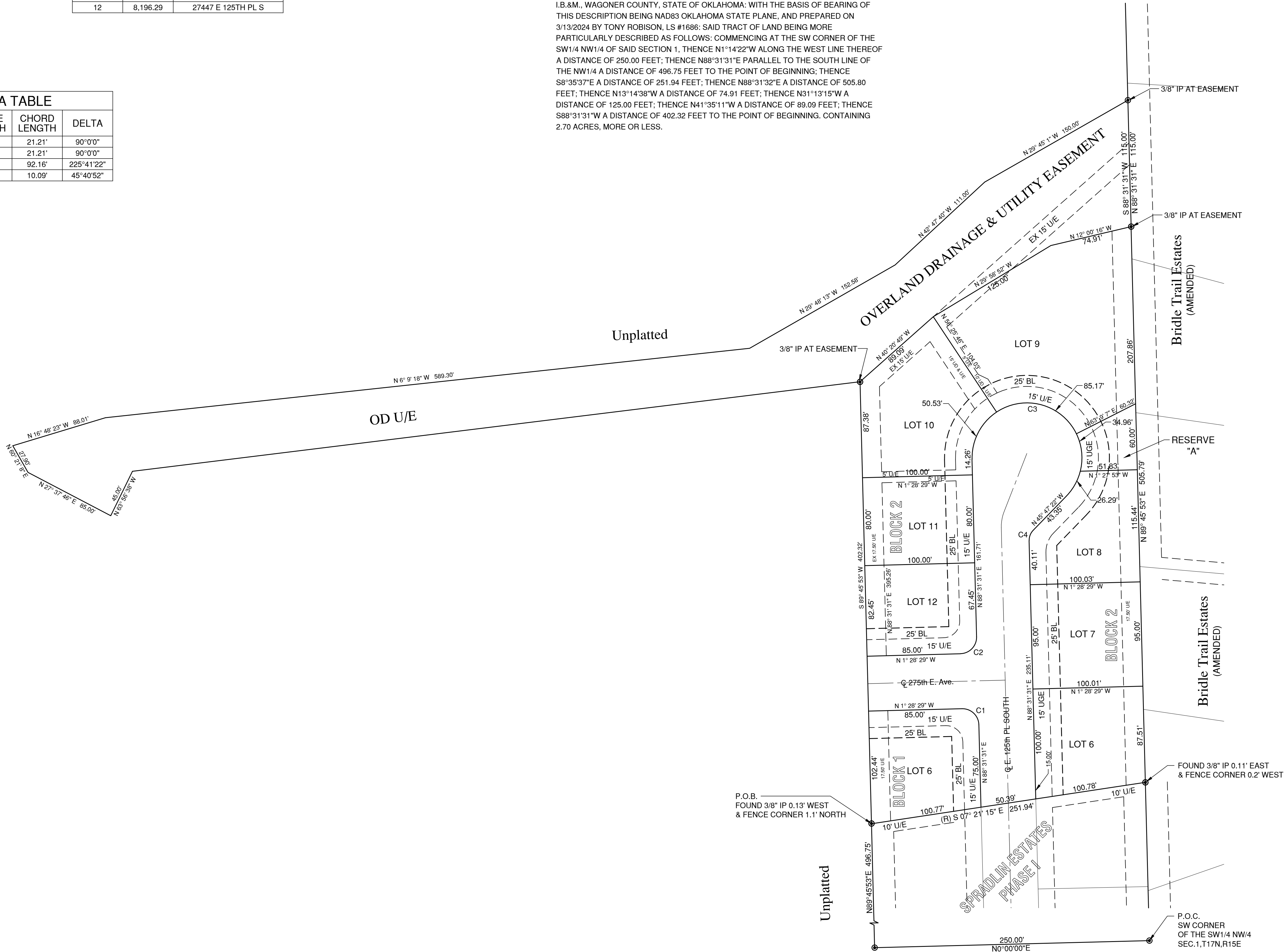
U/E	= UTILITY EASEMENT
W/E	= WATER LINE EASEMENT
L/E	= LANDSCAPE EASEMENT
UGE	= UNDERGROUND DRAINAGE EASEMENT
R/W	= RIGHT OF WAY
BL	= BUILDING LINE
LNA	= LIMITS OF NO ACCESS
ACC	= LIMITS OF ACCESS
POB	= POINT OF BEGINNING
OD U/E	= OVERLAND DRAINAGE & UTILITY EASEMENT
F/E	= FENCING EASEMENT
P R/W	= PIPE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

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 1 OF 3

BLOCK 1 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,576.10	27409 E 125TH PL S

BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	27410 E 125TH PL S
7	9,501.98	27436 E 125TH PL S
8	8,648.06	27480 E 125TH PL S
9	22,311.61	27496 E 125TH PL S
10	12,441.00	27491 E 125TH PL S
11	7,999.91	27477 E 125TH PL S
12	8,196.29	27447 E 125TH PL S

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°40'52"



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 1.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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, ERCTED, 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 OVERLAND DRAINAGE EASEMENTS AND UNDER DRAIN IN LOTS 6 THRU 9, BLOCK 2 TO BE MAINTAINED BY THE HOA.

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 DEVELOPER 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.

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 PURPOSED 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, ON ITS ASSIGNMENT (ANNUAL ASSESSMENT (ANNUAL ASSESSMENT (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 RECORDING 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 MEMBERS 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 SHALL 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 VIOLATION(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 MAY BE 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.

SECTION VIII
UNDERGROUND DRAINAGE EASEMENT
FOR FRENCH DRAIN LOCATED IN LOTS 6, 7, & 9 BLOCK 2

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT A UNDERGROUND DRAINAGE EASEMENT FOR THE PURPOSE OF PERMITTING GROUND WATER FLOW & CONVEYANCE WITHIN SPRADLIN ESTATES II AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.

2. ALL FRENCH DRAIN FACILITIES CONSTRUCTED WITHIN THE UNDERGROUND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE UNDERGROUND DRAINAGE EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED GROUND WATER FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE UNDERGROUND DRAINAGE 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.

3. IN THE EVENT THE UNDERGROUND DRAINAGE EASEMENT AREA AND ALL INFRASTRUCTURE THEREIN SHOULD FAIL TO BE MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE UNDERGROUND DRAINAGE UTILITY EASEMENT AND FRENCH DRAIN LOCATED THEREIN ARE MAINTAINED BY THE CITY OF COWETA AND THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION, IF AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO THE UNDERGROUND DRAINAGE EASEMENT AND FRENCH DRAIN AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE AND RECORD AT THE WAGONER COUNTY CLERK'S OFFICE A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATED TO THE HOA.

SECTION VIII
RESERVE "A"

1. RESERVE " A " SHALL BE USED AS A PARK FOR THE BENEFIT OF THE OF " SPRADLIN ESTATES PHASE I" AND THIS AMENDED PLAT " SPRADLIN ESTATES II-AMENDED " . THE SPRADLIN ESTATES ASSOCIATION INC. AND SPRADLIN ESTATES II ASSOCIATION INC WILL BE RESPONSIBLE FOR THE DEVELOPMENT, MAINTENANCE AND RULES ASSOCIATED WITH THIS SITE.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC. AND BGREEN HOMES, LLC, ARE THE OWNERS AND THE PERSON PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO SPRADLIN II AMENDED.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SPRADLIN II TO BE AMENDED AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS **SPRADLIN ESTATES II AMENDED** AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2024.

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 _____, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ROBERT E.A. GREEN, MANAGER

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED ROBERT E.A. GREEN, 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 _____, 2024.

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 _____, 2024.

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 _____, 2024.

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 2024.

DATED THIS ____ DAY OF _____, 2024

COUNTY TREASURER

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 3 OF 3



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: Tom E Young Jr, City Planner
Re: Final Plat Spradlin Estates Phase II Amended
Date: 04-15-2024

BACKGROUND

Applicant

The applicant, Abundant Rain Ministries Inc., Developer; RK & Associates PLC, Engineer; for Final Plat approval of Spradlin Estates Phase II Amended, a subdivision of approximately 2.70 acres more or less with 8 lots.

The number of lots on the final plat for Spradlin Estates Phase II Amended was reduces from 9 lots to 8 lots, one lot was removed, and Reserve Area A was added for to be used as a park for the benefit of the Spradlin Estates Phase I Association and Spradlin Estates Phase II Association.

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 for medium-intensity Residential Single-Family (RS-2).
- 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. A Technical Advisory Committee (TAC) Agenda was sent on April 5, 2024.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-4 Final Plat:

- C. Planning Commission Action. The Planning Commission shall act upon the final plat after it has been submitted for final approval unless a stipulation for additional time is agreed to by the

developer. If the final plat is disapproved, grounds for the refusal shall be stated in writing, a copy of which shall be transmitted to the applicant.

PLANNING COMMISSION ACTION

The Planning Commission may make a recommendation to City Council to approve or deny the Final Plat. The Planning Commission may continue the case and require the subdivider to submit a revised final plat before making recommendation to City Council for approval. The subdivider shall be advised of any amendments required by the Planning Commission to comply with these regulations. If the final plat is disapproved, the reasons for that action shall be stated.

Staff recommends the Planning Commission make a recommendation to the City Council for approval of the Spradlin Estates Phase II Amended Final Plat.

ATTACHMENTS

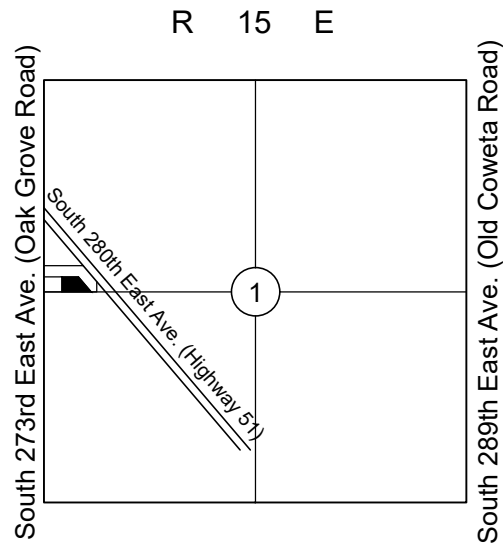
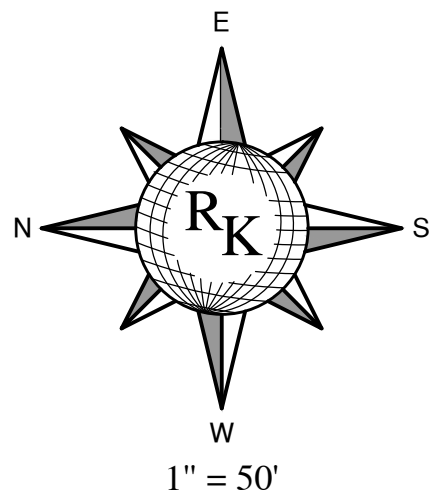
1. Final Plat – Spradlin Estates Phase II Amended

SPRADLIN ESTATES II AMENDED

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, LOT 6
BLOCK 2, LOTS 6-12

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; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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

Bearings are assumed. Based on the west line of the NW/4 of Section 1, R - 15 - E, T - 17 - N equals N 00° 00' 00" E.

SURVEYOR

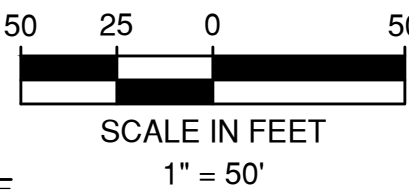
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796
Certificate of Authorization No. 4849
Expires June 30, 2025

OWNERS

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com
and
BGreen Homes, LLC.
924 South Joshua Ave.
Broken Arrow, OK 74102
Attn: Robert E.A. Green (Manager)
Phone: (918) 398-5262
e-mail: bobby@bgreenhomes.com

ENGINEER

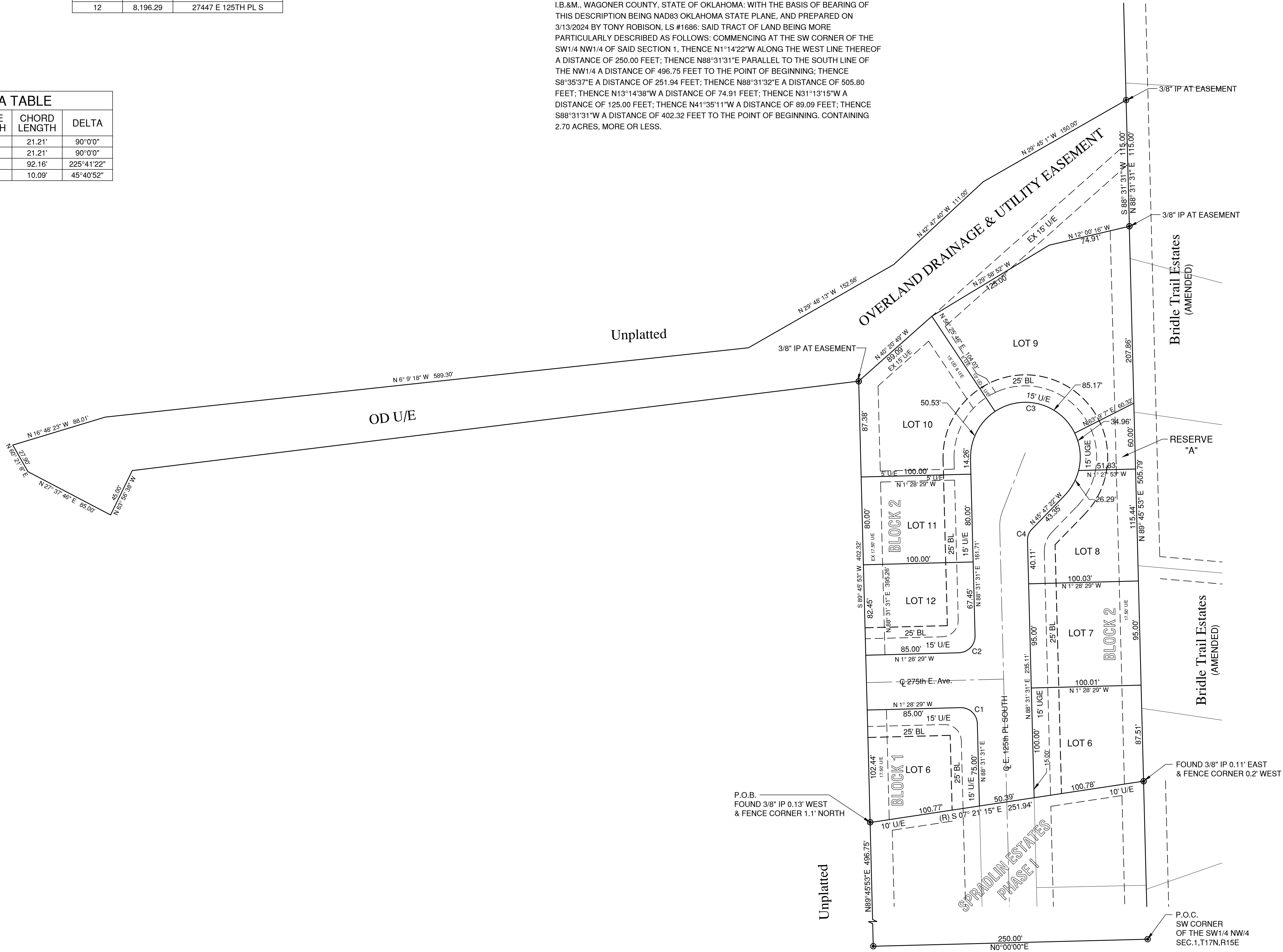
RK & Associates, PLC
9910 South Hudson Place
Tulsa, Oklahoma 74137
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2025



LEGEND

U/E = UTILITY EASEMENT
W/E = WATER LINE EASEMENT
L/E = LANDSCAPE EASEMENT
UGE = UNDERGROUND DRAINAGE 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

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°40'52"



FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 1 OF 3

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 1.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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, ERCTED, 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 OVERLAND DRAINAGE EASEMENTS AND UNDER DRAIN IN LOTS 6 THRU 9, BLOCK 2 TO BE MAINTAINED BY THE HOA.

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 DEVELOPER 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.

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 PURPOSED 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, ON ITS ASSIGNSEE, 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.
- 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 MEMBERS 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 SHALL 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 VIOLATION(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 MAY BE 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.

SECTION VIII
UNDERGROUND DRAINAGE EASEMENT
FOR FRENCH DRAIN LOCATED IN LOTS 6, 7, & 9 BLOCK 2

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT A UNDERGROUND DRAINAGE EASEMENT FOR THE PURPOSE OF PERMITTING GROUND WATER FLOW & CONVEYANCE WITHIN SPRADLIN ESTATES II AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.

2. ALL FRENCH DRAIN FACILITIES CONSTRUCTED WITHIN THE UNDERGROUND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE UNDERGROUND DRAINAGE EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED GROUND WATER FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE UNDERGROUND DRAINAGE 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.

3. IN THE EVENT THE UNDERGROUND DRAINAGE EASEMENT AREA AND ALL INFRASTRUCTURE THEREIN SHOULD FAIL TO BE MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE UNDERGROUND DRAINAGE UTILITY EASEMENT AND FRENCH DRAIN LOCATED THEREIN ARE MAINTAINED BY THE CITY OF COWETA AND THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION, IF AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO THE UNDERGROUND DRAINAGE EASEMENT AND FRENCH DRAIN AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE AND RECORD AT THE WAGONER COUNTY CLERK'S OFFICE A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATED TO THE HOA.

SECTION VIII
RESERVE "A"

1. RESERVE " A " SHALL BE USED AS A PARK FOR THE BENEFIT OF THE OF " SPRADLIN ESTATES PHASE I" AND THIS AMENDED PLAT " SPRADLIN ESTATES II-AMENDED" . THE SPRADLIN ESTATES ASSOCIATION INC. AND SPRADLIN ESTATES II ASSOCIATION INC WILL BE RESPONSIBLE FOR THE DEVELOPMENT, MAINTENANCE AND RULES ASSOCIATED WITH THIS SITE.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC. AND BGREEN HOMES, LLC, ARE THE OWNERS AND THE PERSON PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO SPRADLIN II AMENDED.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SPRADLIN II TO BE AMENDED AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS **SPRADLIN ESTATES II AMENDED** AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2024.

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 _____, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

ROBERT E.A. GREEN, MANAGER

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED ROBERT E.A. GREEN, 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 _____, 2024.

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 _____, 2024.

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 _____, 2024.

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 2024.

DATED THIS ____ DAY OF _____, 2024

COUNTY TREASURER

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 3 OF 3



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Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Final Plat Creekwood Subdivision
Date: 04-15-2024

BACKGROUND

Applicant

The applicant, Fish Residential, LLC, (Developer); Wallace Design Collective, PC., (Engineer); is seeking a recommendation for Final Plat approval of the proposed Creekwood Subdivision, a residential subdivision of approximately 4.20 acres (more or less) with 12 lots.

Case Facts

- The property is located Northwest of East 151st Street South and South Division in Section 13, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned RS-3 (Residential Single Family).
- The property legal description: A Subdivision in the City of Coweta, Oklahoma; Part of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty-Five (13), Township Eighteen (17) North, Range Fifteen (15) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- Currently, there is a sanitary sewer line condemnation (easement) from the 1920's on the Plat. The Public Works department has no record of this utility ever being installed and has no plans for this condemnation (easement).
- The applicant plans to request an Order of Condemnation by requesting the City close the easement by ordinance.
- Due to timing constraints, the applicant is moving forward with the Final Plat with the condemnation easement remaining on the plat. The applicant understands they will need to remove the condemnation (easement) before any structure/building may be built across or on the condemnation area.

Utilities/Site Area: A Technical Advisory Committee meeting was held on April 5, 2024. The subdivision will be served by the City of Coweta for Water and Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-4 Final Plat:

- C. Planning Commission Action. The Planning Commission shall act upon the final plat after it has been submitted for final approval unless a stipulation for additional time is agreed to by the

developer. If the final plat is disapproved, grounds for the refusal shall be stated in writing, a copy of which shall be transmitted to the applicant.

PLANNING COMMISSION ACTION

The Planning Commission may make a recommendation to City Council to approve or deny the Final Plat. The Planning Commission may continue the case and require the subdivider to submit a revised final plat before making recommendation to City Council for approval. The subdivider shall be advised of any amendments required by the Planning Commission to comply with these regulations. If the final plat is disapproved, the reasons for that action shall be stated.

Staff recommends the Planning Commission make a recommendation to the City Council for approval of the Creekwood Subdivision Final Plat.

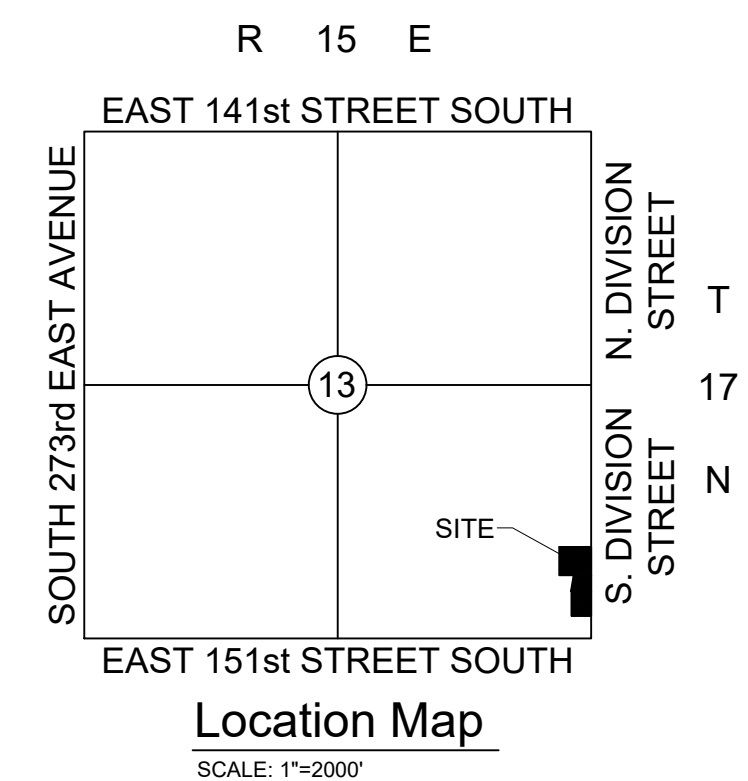
ATTACHMENTS

1. Final Plat – Final Plat Creekwood Subdivision

CREEKWOOD SUBDIVISION

OWNER:
Fish Residential, LLC
200 Blue Sage Court
Irving, Texas, 75063-3362
CONTACT: DEBBIE NORMAN-DAVIS
CORRESPONDENCE ADDRESS:
P.O. BOX 457 Ketchum Oklahoma 74349
email: debbie@debbienorman.us

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design





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Memorandum

To: Honorable Chair, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Preliminary Plat - Spradlin Estates Phase II Amended
Date: 04-15-2024

BACKGROUND

Applicant

The applicant, Abundant Rain Ministries Inc., (Developer); RK & Associates PLC, (Engineer); is requesting Preliminary Plat approval for Spradlin Estates Phase II Amended, a subdivision of approximately 2.70 acres (more or less) with 8 lots.

The number of lots on the preliminary plat for Spradlin Estates Phase II Amended was reduced from 9 lots to 8 lots, one lot was removed, and Reserve Area A was added to be used as a park for the benefit of the Spradlin Estates Phase I and Phase II Associations.

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: A Technical Advisory Committee meeting was held on April 5, 2024. The subdivision will be served by Rural Water District No. 5 for Water and the City of Coweta for Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-3 Preliminary Plat:

E. Review of Preliminary Plat.

5. The Planning Commission shall:

- a. Hold a public hearing on the preliminary plat.
- b. Review the preliminary plat for conformity with the comprehensive land use plan of the City 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.
- c. Approve, conditionally approve, or disapprove the preliminary plat at such meeting. 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 this title. If the preliminary plat is disapproved, the reasons for that action shall be stated.

PLANNING COMMISSION ACTION

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.

Staff recommends approval of the Spradlin Estates Phase II Amended Preliminary Plat .

ATTACHMENTS

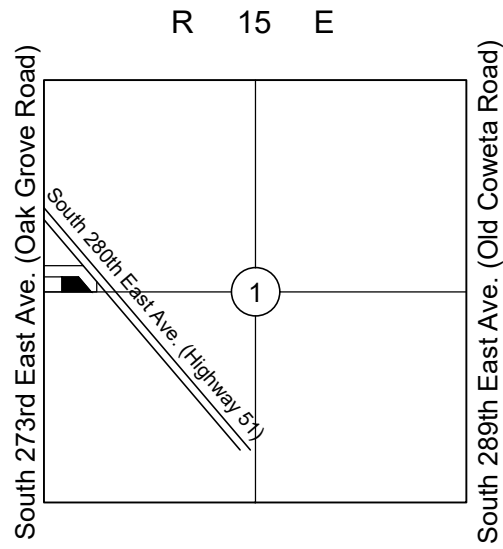
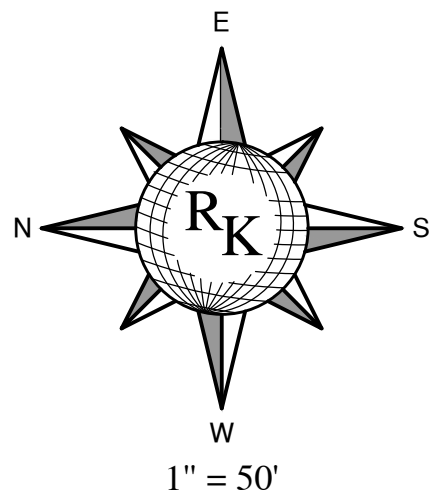
1. Preliminary Plat Spradlin Estates Phase II Amended

SPRADLIN ESTATES II AMENDED

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, LOT 6
BLOCK 2, LOTS 6-12

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; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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

Bearings are assumed. Based on the west line of the NW/4 of Section 1, R - 15 - E, T - 17 - N equals N 00° 00' 00" E.

SURVEYOR

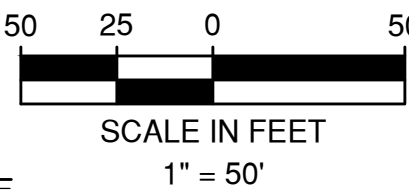
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796
Certificate of Authorization No. 4849
Expires June 30, 2025

OWNERS

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com
and
BGreen Homes, LLC.
924 South Joshua Ave.
Broken Arrow, OK 74102
Attn: Robert E.A. Green (Manager)
Phone: (918) 398-5262
e-mail: bobby@bgreenhomes.com

ENGINEER

RK & Associates, PLC
9910 South Hudson Place
Tulsa, Oklahoma 74137
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2025



LEGEND

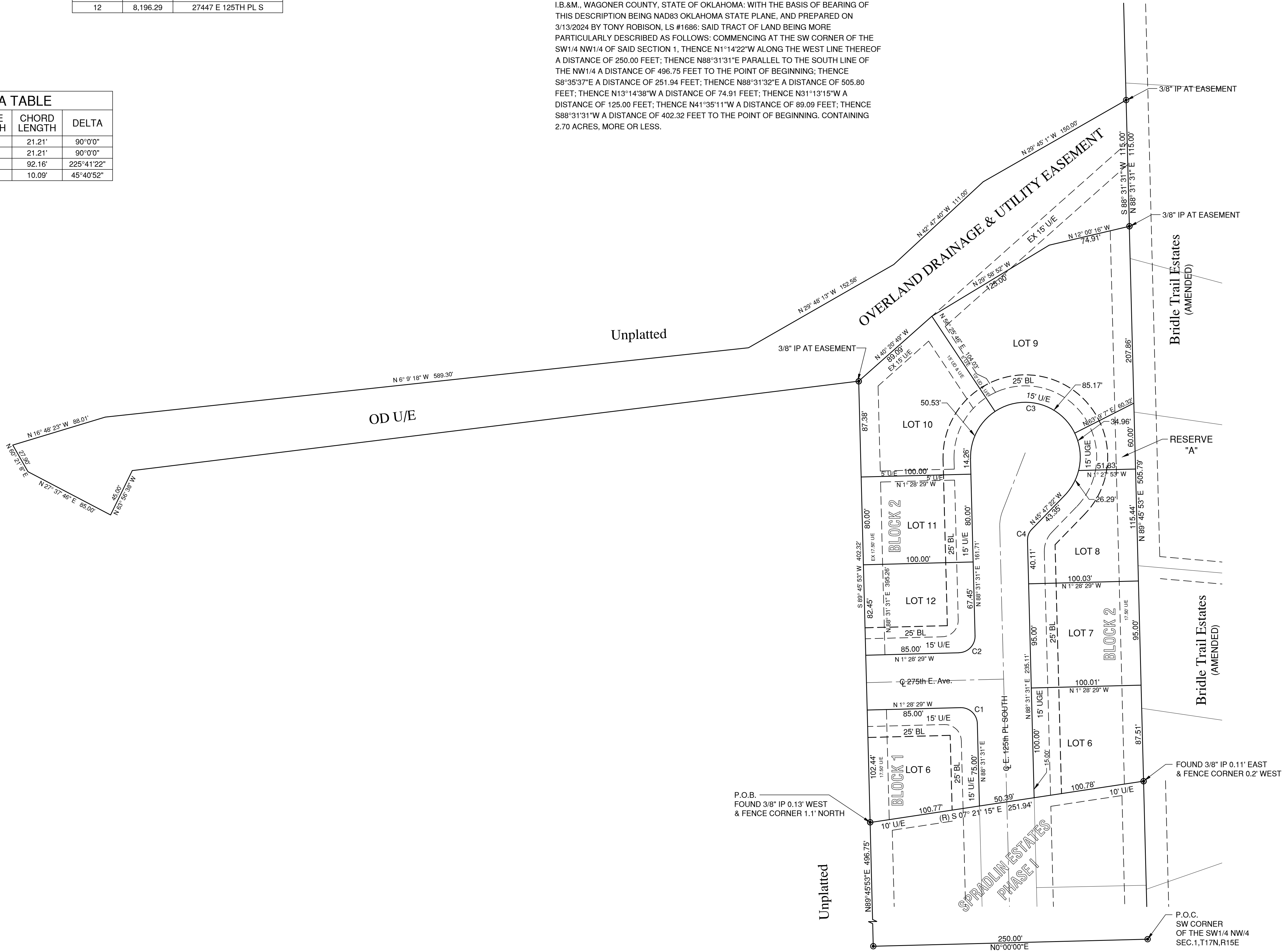
U/E	= UTILITY EASEMENT
W/E	= WATER LINE EASEMENT
L/E	= LANDSCAPE EASEMENT
UGE	= UNDERGROUND DRAINAGE EASEMENT
R/W	= RIGHT OF WAY
BL	= BUILDING LINE
LNA	= LIMITS OF NO ACCESS
ACC	= LIMITS OF ACCESS
POB	= POINT OF BEGINNING
OD U/E	= OVERLAND DRAINAGE & UTILITY EASEMENT
F/E	= FENCING EASEMENT
P R/W	= PIPE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

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 1 OF 3

BLOCK 1 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,576.10	27409 E 125TH PL S

BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	27410 E 125TH PL S
7	9,501.98	27436 E 125TH PL S
8	8,648.06	27480 E 125TH PL S
9	22,311.61	27496 E 125TH PL S
10	12,441.00	27491 E 125TH PL S
11	7,999.91	27477 E 125TH PL S
12	8,196.29	27447 E 125TH PL S

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°40'52"



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 1.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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, ERCTED, 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 OVERLAND DRAINAGE EASEMENTS AND UNDER DRAIN IN LOTS 6 THRU 9, BLOCK 2 TO BE MAINTAINED BY THE HOA.

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 DEVELOPER 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.

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 PURPOSED 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, ON ITS ASSIGNSEE, IN LIEU OF THE ASSOCIATION AND/OR THE 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 MEMBERS 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 SHALL 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 VIOLATION(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 MAY BE 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.

SECTION VIII
UNDERGROUND DRAINAGE EASEMENT
FOR FRENCH DRAIN LOCATED IN LOTS 6, 7, & 9 BLOCK 2

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT A UNDERGROUND DRAINAGE EASEMENT FOR THE PURPOSE OF PERMITTING GROUND WATER FLOW & CONVEYANCE WITHIN SPRADLIN ESTATES II AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.

2. ALL FRENCH DRAIN FACILITIES CONSTRUCTED WITHIN THE UNDERGROUND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE UNDERGROUND DRAINAGE EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED GROUND WATER FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE UNDERGROUND DRAINAGE 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.

3. IN THE EVENT THE UNDERGROUND DRAINAGE EASEMENT AREA AND ALL INFRASTRUCTURE THEREIN SHOULD FAIL TO BE MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE UNDERGROUND DRAINAGE UTILITY EASEMENT AND FRENCH DRAIN LOCATED THEREIN ARE MAINTAINED BY THE CITY OF COWETA AND THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION, IF AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO THE UNDERGROUND DRAINAGE EASEMENT AND FRENCH DRAIN AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE AND RECORD AT THE WAGONER COUNTY CLERK'S OFFICE A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATED TO THE HOA.

SECTION VIII
RESERVE "A"

1. RESERVE " A " SHALL BE USED AS A PARK FOR THE BENEFIT OF THE OF " SPRADLIN ESTATES PHASE I" AND THIS AMENDED PLAT " SPRADLIN ESTATES II-AMENDED" . THE SPRADLIN ESTATES ASSOCIATION INC. AND SPRADLIN ESTATES II ASSOCIATION INC WILL BE RESPONSIBLE FOR THE DEVELOPMENT, MAINTENANCE AND RULES ASSOCIATED WITH THIS SITE.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC. AND BGREEN HOMES, LLC, ARE THE OWNERS AND THE PERSON PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO SPRADLIN II AMENDED.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SPRADLIN II TO BE AMENDED AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS **SPRADLIN ESTATES II AMENDED** AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2024.

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 _____, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

ROBERT E.A. GREEN, MANAGER

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED ROBERT E.A. GREEN, 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 _____, 2024.

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 _____, 2024.

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 _____, 2024.

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 2024.

DATED THIS ____ DAY OF _____, 2024

COUNTY TREASURER

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 3 OF 3



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Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Final Plat Spradlin Estates Phase II Amended
Date: 04-15-2024

BACKGROUND

Applicant

The applicant, Abundant Rain Ministries Inc., Developer; RK & Associates PLC, Engineer; for Final Plat approval of Spradlin Estates Phase II Amended, a subdivision of approximately 2.70 acres more or less with 8 lots.

The number of lots on the final plat for Spradlin Estates Phase II Amended was reduces from 9 lots to 8 lots, one lot was removed, and Reserve Area A was added for to be used as a park for the benefit of the Spradlin Estates Phase I Association and Spradlin Estates Phase II Association.

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 for medium-intensity Residential Single-Family (RS-2).
- 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. A Technical Advisory Committee (TAC) Agenda was sent on April 5, 2024.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-4 Final Plat:

- C. Planning Commission Action. The Planning Commission shall act upon the final plat after it has been submitted for final approval unless a stipulation for additional time is agreed to by the

developer. If the final plat is disapproved, grounds for the refusal shall be stated in writing, a copy of which shall be transmitted to the applicant.

PLANNING COMMISSION ACTION

The Planning Commission may make a recommendation to City Council to approve or deny the Final Plat. The Planning Commission may continue the case and require the subdivider to submit a revised final plat before making recommendation to City Council for approval. The subdivider shall be advised of any amendments required by the Planning Commission to comply with these regulations. If the final plat is disapproved, the reasons for that action shall be stated.

Staff recommends the Planning Commission make a recommendation to the City Council for approval of the Spradlin Estates Phase II Amended Final Plat.

ATTACHMENTS

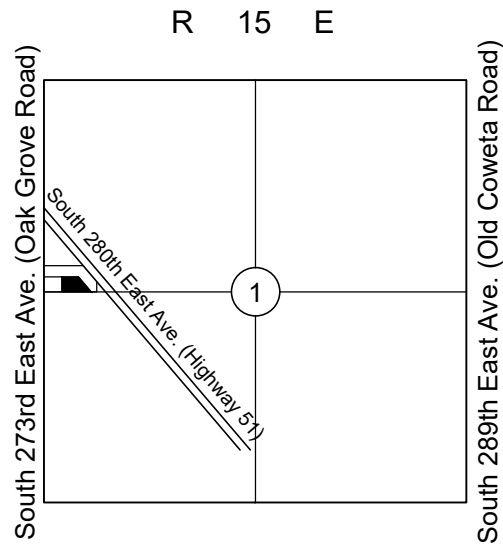
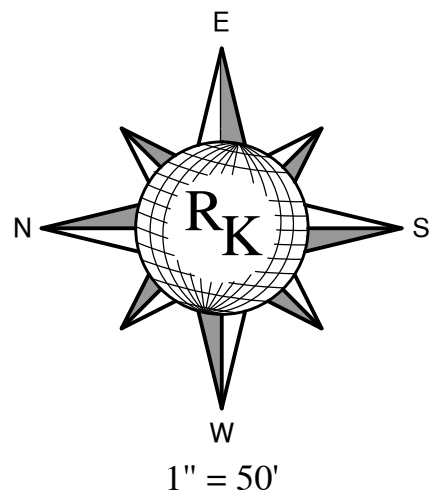
1. Final Plat – Spradlin Estates Phase II Amended

SPRADLIN ESTATES II AMENDED

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, LOT 6
BLOCK 2, LOTS 6-12

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; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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

Bearings are assumed. Based on the west line of the NW/4 of Section 1, R - 15 - E, T - 17 - N equals N 00° 00' 00" E.

SURVEYOR

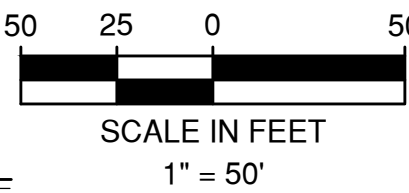
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796
Certificate of Authorization No. 4849
Expires June 30, 2025

OWNERS

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com
and
BGreen Homes, LLC.
924 South Joshua Ave.
Broken Arrow, OK 74102
Attn: Robert E.A. Green (Manager)
Phone: (918) 398-5262
e-mail: bobby@bgreenhomes.com

ENGINEER

RK & Associates, PLC
9910 South Hudson Place
Tulsa, Oklahoma 74137
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2025



LEGEND

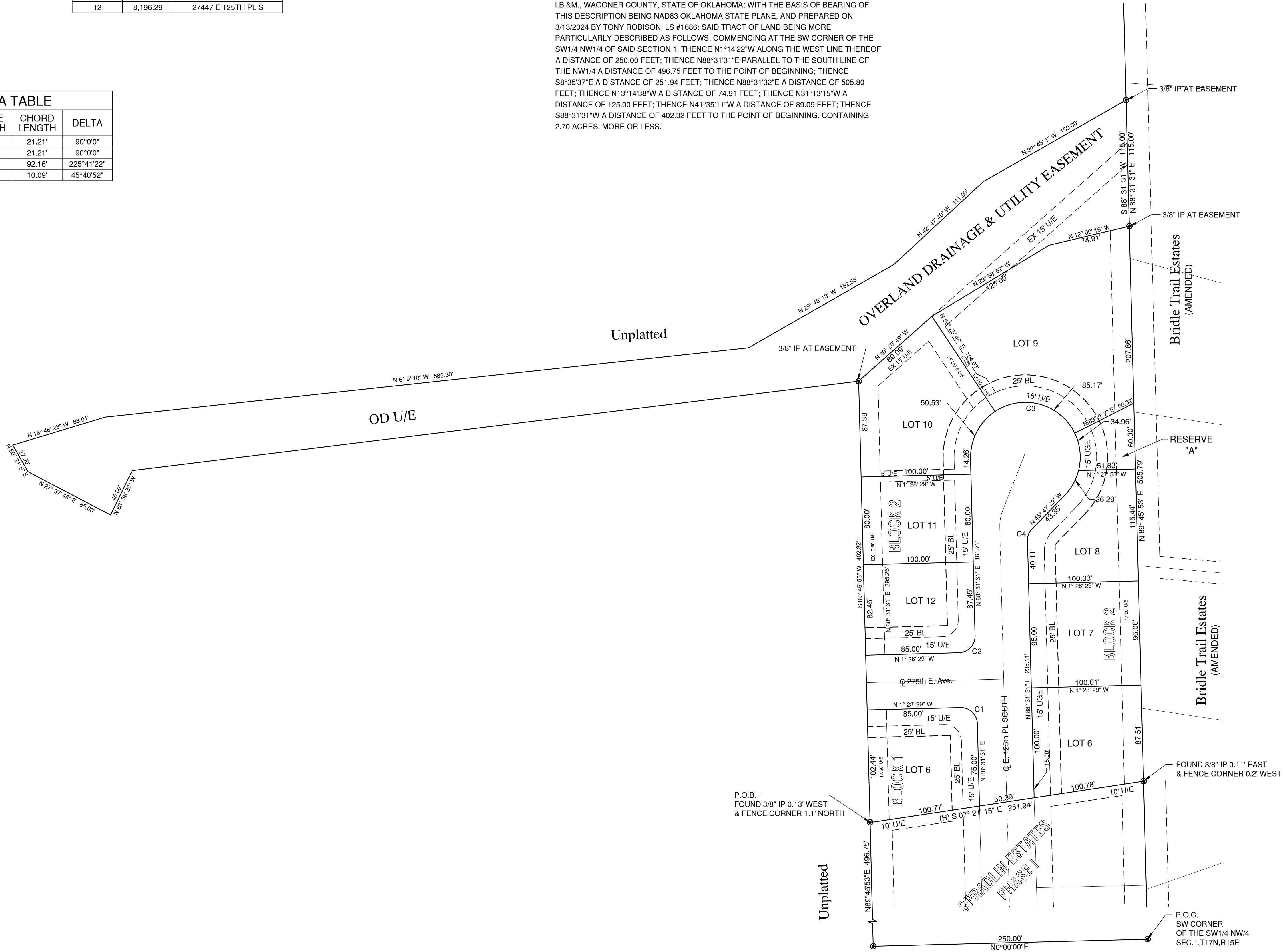
U/E	= UTILITY EASEMENT
W/E	= WATER LINE EASEMENT
L/E	= LANDSCAPE EASEMENT
UGE	= UNDERGROUND DRAINAGE EASEMENT
R/W	= RIGHT OF WAY
BL	= BUILDING LINE
LNA	= LIMITS OF NO ACCESS
ACC	= LIMITS OF ACCESS
POB	= POINT OF BEGINNING
OD U/E	= OVERLAND DRAINAGE & UTILITY EASEMENT
F/E	= FENCING EASEMENT
P R/W	= PIPE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

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 1 OF 3

BLOCK 1 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,576.10	27409 E 125TH PL S

BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	27410 E 125TH PL S
7	9,501.98	27436 E 125TH PL S
8	8,648.06	27480 E 125TH PL S
9	22,311.61	27496 E 125TH PL S
10	12,441.00	27491 E 125TH PL S
11	7,999.91	27477 E 125TH PL S
12	8,196.29	27447 E 125TH PL S

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°40'52"



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 VIOLATION(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 MAY BE 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.

SECTION VIII
UNDERGROUND DRAINAGE EASEMENT
FOR FRENCH DRAIN LOCATED IN LOTS 6, 7, 8 & 9 BLOCK 2

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT A UNDERGROUND DRAINAGE EASEMENT FOR THE PURPOSE OF PERMITTING GROUND WATER FLOW & CONVEYANCE WITHIN SPRADLIN ESTATES II AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.

2. ALL FRENCH DRAIN FACILITIES CONSTRUCTED WITHIN THE UNDERGROUND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE UNDERGROUND DRAINAGE EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED GROUND WATER FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE UNDERGROUND DRAINAGE 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.

3. IN THE EVENT THE UNDERGROUND DRAINAGE EASEMENT AREA AND ALL INFRASTRUCTURE THEREIN SHOULD FAIL TO BE MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE UNDERGROUND DRAINAGE UTILITY EASEMENT AND FRENCH DRAIN LOCATED THEREIN ARE MAINTAINED BY THE CITY OF COWETA AND THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION, IF AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO THE UNDERGROUND DRAINAGE EASEMENT AND FRENCH DRAIN AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE AND RECORD AT THE WAGONER COUNTY CLERK'S OFFICE A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATED TO THE HOA.

SECTION VIII
RESERVE "A"

1. RESERVE " A " SHALL BE USED AS A PARK FOR THE BENEFIT OF THE OF " SPRADLIN ESTATES PHASE I" AND THIS AMENDED PLAT " SPRADLIN ESTATES II-AMENDED " . THE SPRADLIN ESTATES ASSOCIATION INC. AND SPRADLIN ESTATES II ASSOCIATION INC WILL BE RESPONSIBLE FOR THE DEVELOPMENT, MAINTENANCE AND RULES ASSOCIATED WITH THIS SITE.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC. AND BGREEN HOMES, LLC, ARE THE OWNERS AND THE PERSON PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO SPRADLIN II AMENDED.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SPRADLIN II TO BE AMENDED AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS **SPRADLIN ESTATES II AMENDED** AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2024.

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 _____, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

ROBERT E.A. GREEN, MANAGER

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED ROBERT E.A. GREEN, 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 _____, 2024.

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 _____, 2024.

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 _____, 2024.

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 2024.

DATED THIS ____ DAY OF _____, 2024

COUNTY TREASURER

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 3 OF 3

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 1.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"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, ERCTED, 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 OVERLAND DRAINAGE EASEMENTS AND UNDER DRAIN IN LOTS 6 THRU 9, BLOCK 2 TO BE MAINTAINED BY THE HOA.

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 DEVELOPER 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.

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 PURPOSED 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, ON ITS ASSIGNSEE, 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.
- 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 MEMBERS 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 SHALL NOT RELIEVE SUCH LOT FROM LIABILITY OF ANY ASSESSMENTS THEREOF THEREAFTER BECOMING DUE OR FROM THE LIEN OF ANY SUCH SUBSEQUENT ASSESSMENTS OR INSTALLMENTS.