



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, NOVEMBER 18, 2024, 6:00 PM**

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

Jessica Morris ____

Tena Metcalf ____

Jennifer Curtis ____

Kaci Barnett ____

Vacant ____

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 REGULAR MEETING - OCTOBER 21, 2024

APPROVAL OF THE MINUTES OF THE COWETA PLANNING COMMISSION REGULAR MEETING HELD ON OCTOBER 21, 2024.

Documents:

[241118 PC MEETING MINUTES CB.DOCX](#)

V. PUBLIC HEARINGS

1. PUBLIC HEARING-CZ 24-08 REZONE

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON CZ 24-08, A REQUEST TO CHANGE THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM GENERAL COMMERCIAL (CG) TO RESIDENTIAL MULTI-FAMILY (RM-1). LOCATED ON LOT 3, BLOCK 2, POST OAK SECOND ADDITION, AN ADDITION TO THE CITY OF COWETA, OKLAHOMA. SITUATED IN PART OF E1/2 OF NW1/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (TOM E YOUNG, JR. - CITY PLANNER)

Documents:

[241118 CZ 24-08 PC STAFFREP.DOCX](#)
[CZ 24-08 AERIAL VIEW MAP.PDF](#)
[CZ 24-08 LOCATION MAP.PDF](#)

2. PUBLIC HEARING PRELIMINARY PLAT - LANCASTER PARK PHASE II
PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR PRELIMINARY PLAT APPROVAL OF LANCASTER PARK PHASE II, A SUBDIVISION OF APPROXIMATELY 16.16 ACRES MORE OR LESS WITH 80 LOTS. LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. PUD-R 19-01, WITH (RS-3) RESIDENTIAL SINGLE FAMILY AND (CG) COMMERCIAL GENERAL ZONING. (TOM E. YOUNG, JR.)

Documents:

[241118 LANCASTER PARK PH 2 SR CB1.DOCX](#)
[LANCASTER PARK PHASE II PRELIMINARY PLAT UPDATED.PDF](#)

3. PUBLIC HEARING PRELIMINARY PLAT-THE WOODS V BLOCKS 25-31
PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR PRELIMINARY PLAT APPROVAL OF THE WOODS V BLOCKS 25-31, A SUBDIVISION OF APPROXIMATELY 20.475 ACRES MORE OR LESS WITH 107 LOTS. LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. PART OF PLANNED UNIT DEVELOPMENT PUD NO. PUD-R 13-02, WITH (RS-2) RESIDENTIAL SINGLE ZONING.

Documents:

[241118 THE WOODS V PC STAFFREP.DOCX](#)
[24169_20241018_THEWOODSBLOCKS25-31_PRELIMINARYPLAT.PDF](#)

VI. ADMINISTRATION

1. CZ 24-08 REZONE
DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION OF APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL TO THE COWETA CITY COUNCIL ON CZ 24-08 A REQUEST TO CHANGE THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM GENERAL COMMERCIAL (CG) TO RESIDENTIAL MULTI-FAMILY (RM-1) . LOCATED ON LOT 3, BLOCK 2, POST OAK SECOND ADDITION, AN ADDITION TO THE CITY OF COWETA, OKLAHOMA.
SITUATED IN PART OF E1/2 OF NW1/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.
(TOM E. YOUNG, JR. - CITY PLANNER)

Documents:

[241118 CZ 24-08 STAFF REPORT JESSI ROBERTSON CB.DOCX](#)
[CZ 24-08 LOCATION MAP.PDF](#)
[CZ 24-08 AERIAL VIEW MAP.PDF](#)
[CZ 24-08 ZONING MAP.PDF](#)

2. PRELIMINARY PLAT - LANCASTER PARK PHASE II
DISCUSS AND CONSIDER POSSIBLE ACTION, ON THE APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL OF A REQUEST FOR PRELIMINARY PLAT APPROVAL OF LANCASTER PARK PHASE II, A SUBDIVISION OF APPROXIMATELY 16.16 ACRES, MORE OR LESS, WITH 80 LOTS. LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. PART OF PLANNED UNIT DEVELOPMENT, PUD-R 19-01, WITH (RS-3) RESIDENTIAL SINGLE-FAMILY ZONING. (TOM E. YOUNG, JR.)

Documents:

[241118 LANCASTER PARK PH 2 SR CB1.DOCX](#)
[LANCASTER PARK PHASE II PRELIMINARY PLAT UPDATED.PDF](#)

3. PRELIMINARY PLAT - THE WOODS V BLOCKS 25-31
DISCUSS AND CONSIDER POSSIBLE ACTION, ON THE APPROVAL, APPROVAL WITH

CONDITIONS, OR DENIAL OF A REQUEST FOR PRELIMINARY PLAT APPROVAL OF THE WOODS V, BLOCKS 25-31, A SUBDIVISION OF APPROXIMATELY 20.475 ACRES, MORE OR LESS, WITH 107 LOTS. LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA. PART OF PLANNED UNIT DEVELOPMENT PUD-R 13-02, WITH (RS-2) RESIDENTIAL SINGLE ZONING. (TOM E. YOUNG, JR.)

Documents:

[241118 THE WOODS V PC STAFFREP.DOCX](#)
[24169_20241018_THEWOODSBLOCKS25-31_PRELIMINARYPLAT.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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**REGULAR MEETING - MEETING MINUTES
COWETA PLANNING COMMISSION
COWETA CITY HALL, 310 S. BROADWAY, COWETA, OKLAHOMA**

MONDAY, OCTOBER 21, 2024, 6:00 PM

COMMISSIONERS PRESENT: Jessica Morris, Tena Metcalf, Jennifer Curtis, Kaci Barnett

COMMISSIONERS ABSENT:

I. PLEDGE OF ALLEGIANCE

II. CALL TO ORDER

The meeting was called to order by Chairperson Jessica Morris at 6:00 p.m.

III. ROLL CALL

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

IV. CONSENT

Consideration of the minutes of the regular meeting held on July 15, 2024.

Jessica Morris made a motion to approve the minutes, Tena Metcalf seconded the motion.

Aye: Jessica Morris
Tena Metcalf
Jennifer Curtis

Abstain: Kaci Barnett

V. PUBLIC HEARINGS

Jessica Morris opens the public hearing.

1. PUBLIC HEARING-CZ 24-06 REZONE

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON CZ 24-06, A REQUEST TO CHANGE THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL SINGLE-FAMILY (RS-3) TO RESIDENTIAL MULTI-FAMILY (RM-1), LOTS 8, 9, AND 10, IN BLOCK 24, TOWN OF NEW COWETA, WAGONER COUNTY, STATE OF

OKLAHOMA, LOCATED AT 117 WEST OAK STREET, IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN.

No Comments

2. PUBLIC HEARING-CZ 24-07 REZONE

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON CZ 24-07, A REQUEST TO CHANGE THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM AGRICULTURE (AG) TO RESIDENTIAL SINGLE-FAMILY (RS-2). A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, LOCATED AT SOUTH 273RD EAST AVENUE AND EAST 125TH PLACE.

No Comments

3. FINAL PLAT LANCASTER PARK PHASE I

PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR FINAL PLAT APPROVAL OF LANCASTER PARK PHASE I, A SUBDIVISION OF APPROXIMATELY 21.55 ACRES, MORE OR LESS, WITH 68 LOTS. LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA. RESIDENTIAL SINGLE-FAMILY (RS-3) IN PUD-R 19-01.

No Comments. Jessica Morris closed the public hearing.

VI. ADMINISTRATION

1. CZ 24-06 REZONE

DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION OF APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL TO THE COWETA CITY COUNCIL ON CZ 24-06, A REQUEST TO CHANGE THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL SINGLE-FAMILY (RS-3) TO RESIDENTIAL MULTI-FAMILY (RM-1) ON LOTS 8, 9, AND 10, BLOCK 24, TOWN OF NEW COWETA, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, LOCATED AT 117 WEST OAK STREET, IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN.

Discussion: Chair Jessica Morris asked how many units would be built. Rhonda Withers stated there would be 6 units.

MOTION:

Chair Jesscia Morris made a motion to APPROVE, Jennifer Curtis seconded the motion.

Aye: Jessica Morris
Jennifer Curtis

Tena Metcalf
Kaci Barnett

2. CZ 24-07 REZONE

DISCUSSION AND POSSIBLE ACTION ON A RECOMMENDATION OF APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL TO THE COWETA CITY COUNCIL ON CZ 24-07, A REQUEST TO CHANGE THE ZONING OF THE FOLLOWING DESCRIBED PROPERTY FROM AGRICULTURE (AG) TO RESIDENTIAL SINGLE-FAMILY (RS-2). A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, LOCATED AT SOUTH 273RD EAST AVENUE AND EAST 125TH PLACE.

No Discussion.

MOTION:

Chair Jesscia Morris made a motion to APPROVE, Tena Metcalf seconded the motion.

Aye: Jessica Morris
Tena Metcalf
Jennifer Curtis
Kaci Barnett

3. FINAL PLAT LANCASTER PARK PHASE I

FINAL PLAT APPROVAL OF LANCASTER PARK PHASE I, A SUBDIVISION OF APPROXIMATELY 21.55 ACRES, MORE OR LESS, WITH 68 LOTS. LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA. RESIDENTIAL SINGLE-FAMILY (RS-3) IN PUD-R 19-01.

Discussion: Board Members discussed concerns regarding road flooding and if development would be affected due to the road widening project being delayed. Community Development Director Carolyn Back explained that the City Public Works Department is aware of the drainage issues and will continue to work to prevent flooding.

MOTION:

Tena Metcalf made a motion to APPROVE, Kaci Barnett seconded the motion.

AYE: Tena Metcalf
Kaci Barnett
Jessica Morris
Jennifer Curtis

VII. ADJOURNMENT

The meeting was adjourned by Jessica Morris at 6:30PM

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: Case Number: CZ 24-08
Date: 11-18-2024

BACKGROUND

Applicant

Jessi Robertson, for the property owner, are seeking to amend the zoning map. The request is to rezone from a General Commercial (CG) district to a medium density Residential Multi-Family (RM-1) district.

Case Facts

- The property is located in Post Oak Second Addition, in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is currently zoned General Commercial (CG).
- Surrounding land use is Residential Single-Family (RS-3), Residential Single-Family (RS-2) Residential Multi-Family (RM-1) and General Commercial (CG).

The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for Commercial Medium use.

Existing Land Use	Existing Zoning
General Commercial	CG
Surrounding Land Use	Surrounding Zoning
North: General Commercial	CG
East: General Commercial and Residential	CG and RS-3
South: Residential	RS-2 and RM-1
West: General Commercial and Residential	CG and RS-3

- Legal description: Lot 3, Block 2, Post Oak Second, an addition to the City of Coweta, located in part of E1/2 of NW1/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

- Pertinent Zoning Code

12-3C-1-1 City Policy

It is the policy of the City that in the consideration of proposed amendments to this title:

Amendments will be adopted to recognize changes in the comprehensive plan, to correct error, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally.

- A rezoning request must determine whether the proposed land use, if implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.
- Staff finds this rezone request to be in accordance with the general objectives of the City of Coweta Comprehensive Plan, Proposed Land Use Map. Further, if implemented, the zoning change would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan. Specifically, its current zoning, location abutting General Commercial (CG) zoning are factors which were considered.

Should the Planning Commission approve this rezone request a revision to the Coweta Comprehensive Plan Future Land Use Maps would be required from Commercial Medium to Residential Medium Density.

12-3C-2-3 Planning Commission Action

1. After notice and public hearing, the Planning Commission shall vote to:
 1. Recommend to the City Council that the application be approved as submitted, or as amended, or be approved subject to modification; or
 2. Recommend to the City Council that the application be denied.

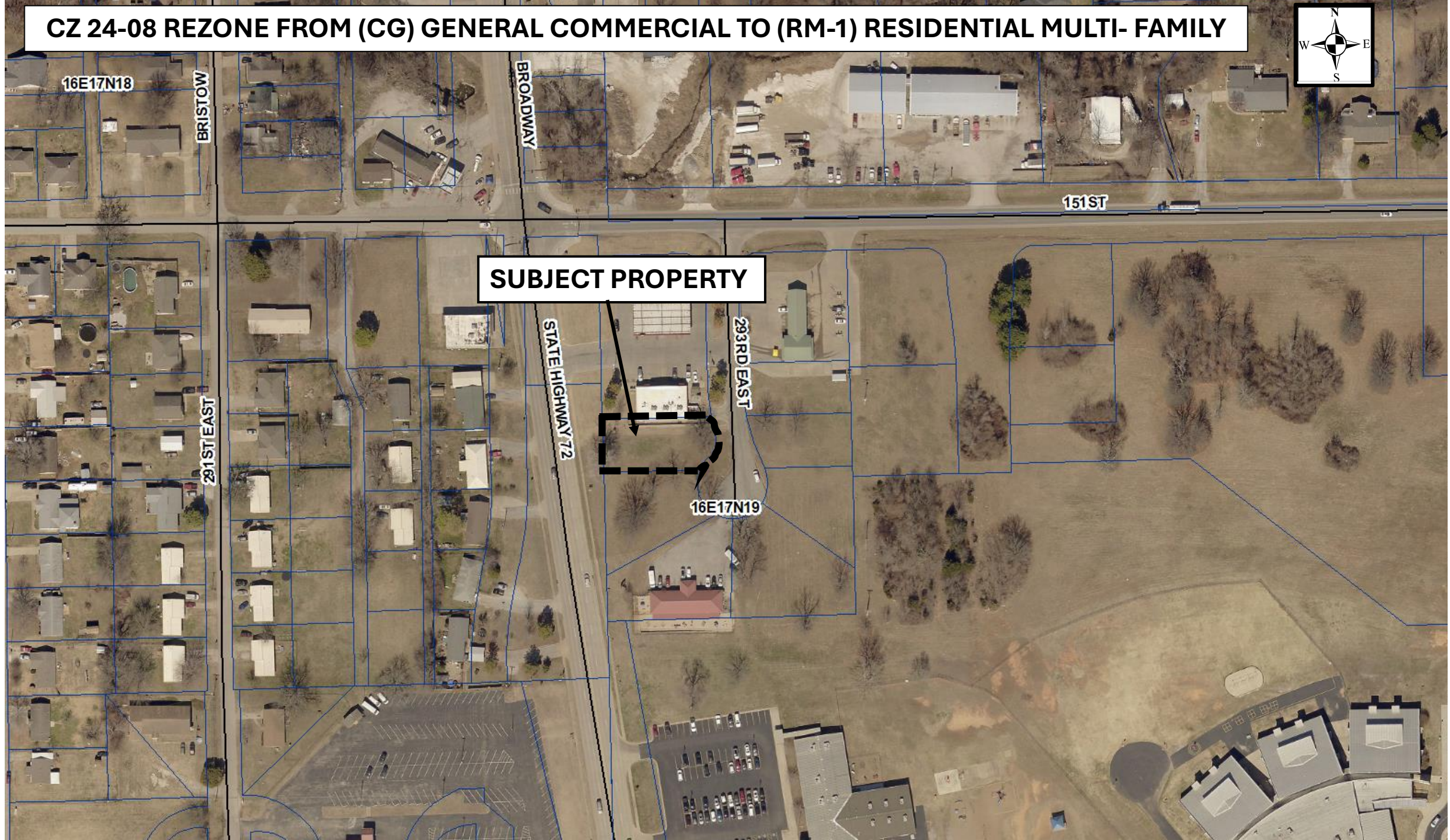
PLANNING COMMISSION ACTION

The Planning Commission can make a recommendation of approval, approval with conditions, or denial of the rezone request to the Coweta City Council. Staff recommends the Planning Commission make a recommendation of approval to the Coweta City Council, of the rezone request from General Commercial (CG) district to the Residential Mulit-Family (RM-1) district.

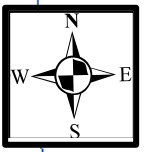
ATTACHMENTS

1. Location Map
2. Zoning Map
3. Aerial View Map

CZ 24-08 REZONE FROM (CG) GENERAL COMMERCIAL TO (RM-1) RESIDENTIAL MULTI- FAMILY



CZ 24-08 REZONE FROM (CG) GENERAL COMMERCIAL TO (RM-1) RESIDENTIAL MULTI- FAMILY



16E17N18

BRISTOW

BROADWAY

Chissoe Addition

151ST

SUBJECT PROPERTY

Post Oak II

293RD EAST

STATE HIGHWAY 72

16E17N19

Darr Addition

Claxton's II

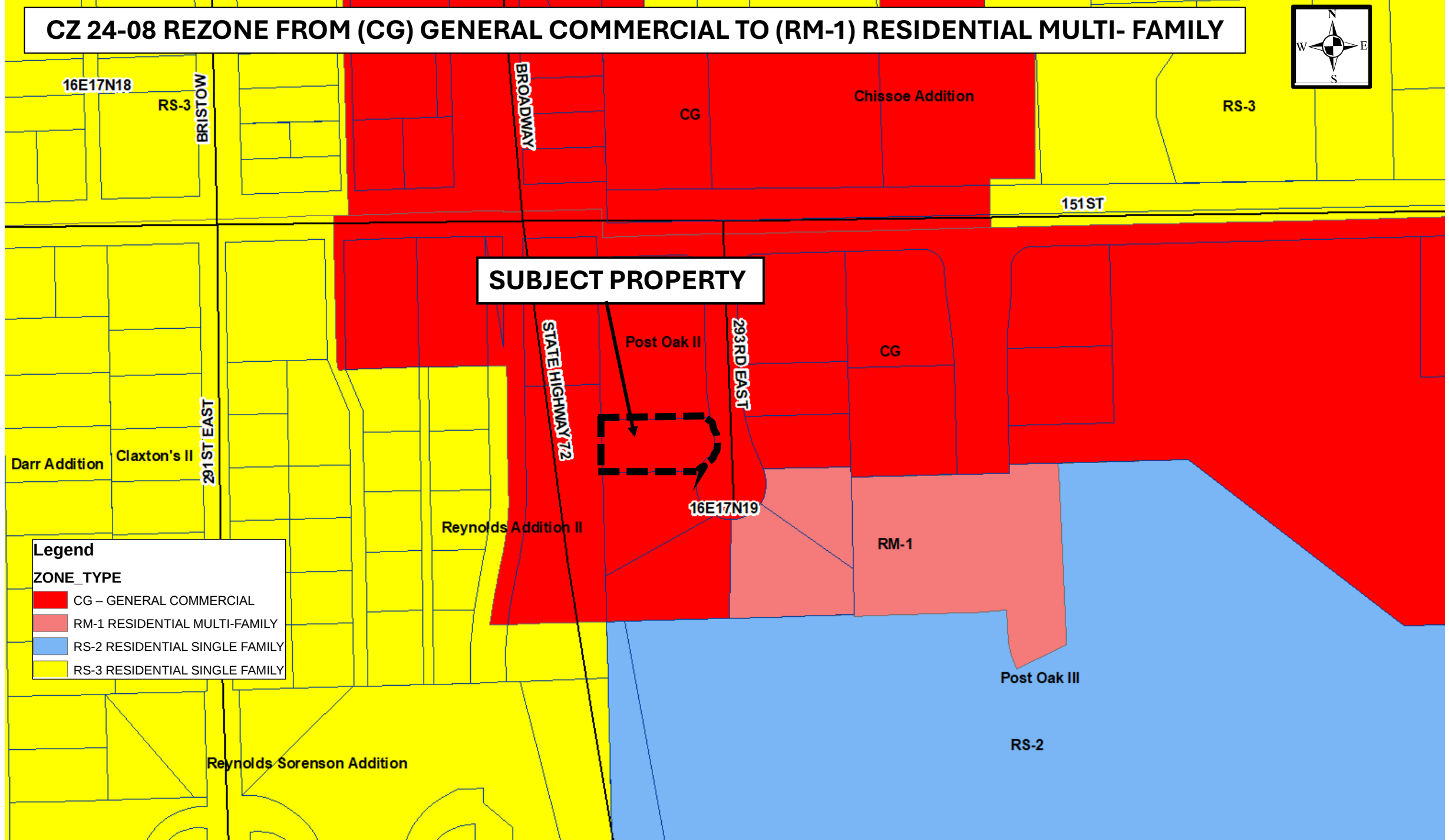
291ST EAST

Reynolds Addition II

Post Oak III

Reynolds Sorenson Addition

CZ 24-08 REZONE FROM (CG) GENERAL COMMERCIAL TO (RM-1) RESIDENTIAL MULTI- FAMILY



SUBJECT PROPERTY

Legend

ZONE_TYPE

- CG – GENERAL COMMERCIAL
- RM-1 RESIDENTIAL MULTI-FAMILY
- RS-2 RESIDENTIAL SINGLE FAMILY
- RS-3 RESIDENTIAL SINGLE FAMILY



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Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Preliminary Plat - Lancaster Park Phase II
Date: 11-18-2024

BACKGROUND

Applicant

The applicants, Glenwood Homes, L.P. Developer; Wallace Design Collective; for Preliminary Plat approval of Lancaster Park Phase II, a subdivision of approximately 16.16 acres, more or less, with 80 lots.

Case Facts

- The property is located in Section 26, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The Phase II property is zoned via a Planned Unit Development (PUD-R 19-01), with only High-Intensity Residential Single-Family (RS-3) in this phase.
- The property legal description: A Tract of Land lying in the Southeast Quarter (SE/4) of Section 26, Township 18 North, Range 15 East of The Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

Utilities/Site Area: The 16.16 acre, more or less, subdivision is proposed to be served by Rural Water District No. 4 Water and City of Coweta Sanitary Sewer with the developer extension of the utility lines. Windstream, ONG, AEP and Cox have all been. A Technical Advisory Committee (TAC) Agenda was held on November 12, 2024.

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 met with the developer and their engineering firm during the Technical Advisory Committee meeting on November 12, 2024. The City Engineer provided written comments requesting modifications to the plat. The updated Preliminary Plat is before Planning Commission for review and approval.

Staff recommends approval of the Preliminary Plat for Lancaster Park Phase II.

ATTACHMENTS

1. Preliminary Plat - Lancaster Park Phase II

LANCASTER PARK-PHASE 2

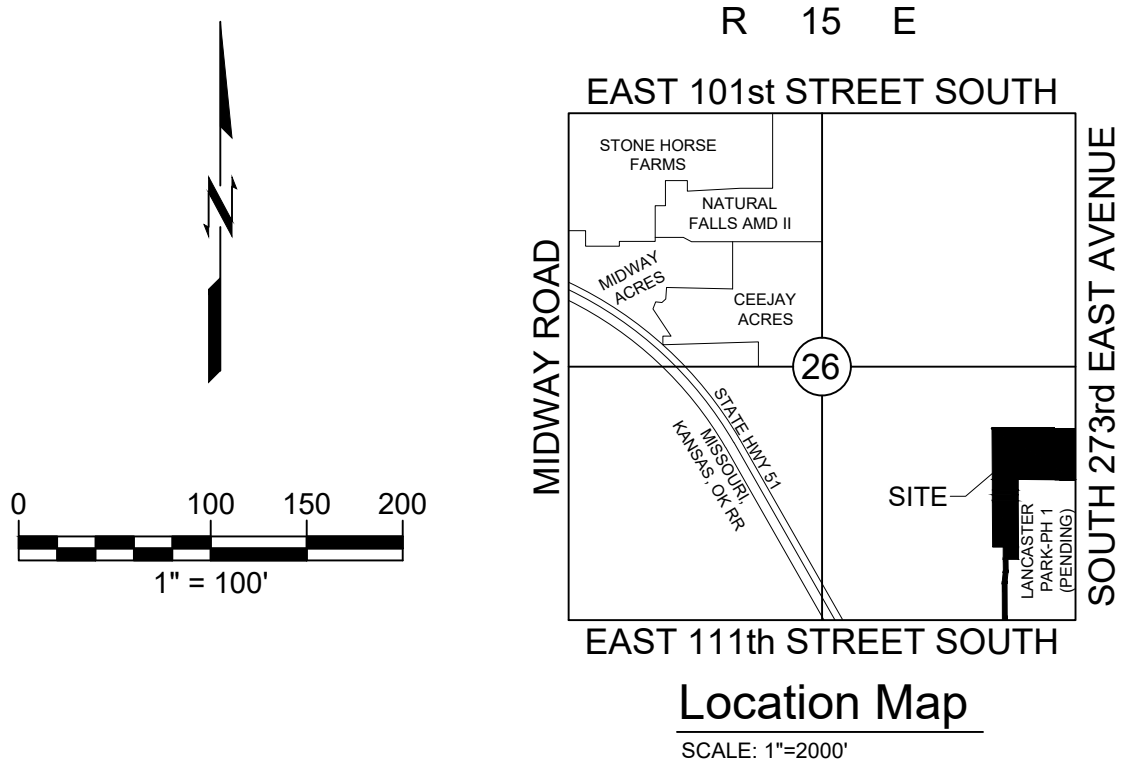
PUD #R19-01

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
Glenwood Homes, L.P.
5705 E. 71st St. South, Suite 220
Tulsa, Oklahoma, 74126
CONTACT: HAMID VALAD KHANI,
valad@homecreations.com

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
A. NICOLE WATTS P.E.
nicole.watts@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
ACC	= ACCESS
LNA	= LIMITS OF NO ACCESS
R/W	= RIGHT-OF-WAY
D/E	= DRAINAGE EASEMENT
F/E	= FENCE EASEMENT
U/E	= UTILITY EASEMENT
BK./PG.	= BOOK/PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
XXXX	ADDRESS
①	BLOCK NUMBER
2	LOT NUMBER
●	IRON PIN SET
○	IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS EIGHTY (80) LOTS IN SIX (6) BLOCKS AND ONE (1) RESERVE AREA.
RESERVE AREA A CONTAINS 13,315 SF (0.31 ACRES)
SUBDIVISION CONTAINS 719,863 SF (16.53 ACRES)
R/W DEDICATED BY PLAT CONTAINS 31,645 SF (0.73 ACRES)

ZONING REQUIREMENTS:

- SIDE LOT: 5 FEET
- FRONT SETBACK: 20 FEET (PER PUD-R-19-01)
- REAR SETBACK: 15 FEET

*NOTE: UNLESS OTHERWISE NOTED AS BL & U/E, ALL SIDE LOT BUILDING SETBACKS SHALL BE 5 FEET

MONUMENTATION
MONUMENTATION FOUND AS NOTED.
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK
BRASS CAP
NORTHING=373254.6810
EASTING=2656885.1150
ELEV=672.71

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501. THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 26, T-18-N, R-15-E, AS BEING N88°49'39"E. VERTICAL DATUM NAVD 1988

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE
THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40145C00120H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS A PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (A) WHICH IS CLASSIFIED AS AREAS DETERMINED AS SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH NO BASE FLOOD ELEVATION DETERMINED.

SURVEYOR'S LAST SITE VISIT:
XXXXXXXXXXXXXXXXXXXX

NOTES:
1. SEE SHEETS 2 & 3 FOR INTERIOR DIMENSIONS AND LABELS.

UTILITY CONTACTS

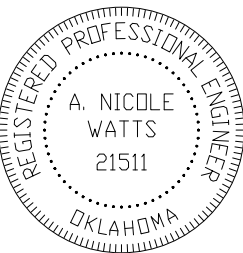
WATER	-	WAGONER COUNTY RURAL WATER DISTRICT NO. 4
SEWER	-	CITY OF COWETA
ELECTRIC	-	PUBLIC SERVICE COMPANY OF OKLAHOMA
TELEPHONE	-	WINDSTREAM COMMUNICATIONS
GAS	-	OKLAHOMA NATURAL GAS
CABLE	-	COX COMMUNICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PLAT DESIGNATED HEREIN AS 'LANCASTER PARK-PHASE 2' HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF COWETA, OKLAHOMA, AS RELATED TO SAID REGULATIONS AND REQUIREMENTS THAT ARE SPECIFICALLY REQUIRED OF THE OWNER, OR OF THE ENGINEER, OR OF THE SURVEYOR.

HAMID VALAD KHANI, MANAGING MEMBER
GLENWOOD HOMES, L.P.
AN OKLAHOMA LIMITED PARTNERSHIP

A. NICOLE WATTS
OKLAHOMA REGISTERED PROFESSIONAL ENGINEER #21511
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025

R. WESLEY BENNETT
OKLAHOMA REGISTERED LAND SURVEYOR #1562
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025



LOT AREA TABLE (BLOCK 1)			
LOT #	AREA (SF)	(ACRE)	
1	5,500	0.13	
2	6,465	0.15	
3	6,001	0.14	
4	5,501	0.13	
5	5,501	0.13	
6	5,501	0.13	
7	5,501	0.13	
8	5,501	0.13	
9	5,500	0.13	
10	5,221	0.12	
11	7,673	0.18	
12	7,672	0.18	
13	5,769	0.13	
14	6,600	0.15	
15	5,500	0.13	
16	5,500	0.13	
17	6,600	0.15	
18	5,500	0.13	
19	6,600	0.15	
20	6,550	0.15	
21	7,563	0.17	

LOT AREA TABLE (BLOCK 2)			
LOT #	AREA (SF)	(ACRE)	
1	6,413	0.15	
2	5,500	0.13	
3	5,500	0.13	
4	5,500	0.13	
5	5,500	0.13	
6	5,500	0.13	
7	5,500	0.13	
8	6,600	0.15	
9	6,650	0.15	

LOT AREA TABLE (BLOCK 3)			
LOT #	AREA (SF)	(ACRE)	
1	7,563	0.17	
2	6,600	0.15	
3	6,600	0.15	
4	6,600	0.15	
5	5,500	0.13	
6	6,600	0.15	
7	6,600	0.15	
8	7,568	0.17	
9	7,563	0.17	
10	6,600	0.15	
11	6,600	0.15	
12	5,500	0.13	
13	6,600	0.15	
14	6,600	0.15	
15	6,600	0.15	
16	7,568	0.17	

LOT AREA TABLE (BLOCK 4)			
LOT #	AREA (SF)	(ACRE)	
1	5,500	0.13	
2	6,468	0.15	
3	4,479	0.10	
4	5,233	0.12	
5	5,500	0.13	
6	5,500	0.13	
7	6,600	0.15	
8	6,600	0.15	
9	6,600	0.15	
10	5,500	0.13	
11	7,618	0.17	

LOT AREA TABLE (BLOCK 5)			
LOT #	AREA (SF)	(ACRE)	
1	6,537	0.15	
2	5,500	0.13	
3	6,050	0.14	
4	5,500	0.13	
5	6,050	0.14	
6	5,500	0.13	
7	6,050	0.14	
8	5,500	0.13	
9	6,050	0.14	
10	6,600	0.15	

LOT AREA TABLE (BLOCK 6)			
LOT #	AREA (SF)	(ACRE)	
1	6,463	0.15	
2	5,500	0.13	
3	5,500	0.13	
4	5,500	0.13	
5	5,500	0.13	
6	5,500	0.13	
7	5,500	0.13	
8	5,500	0.13	
9	5,500	0.13	
10	5,500	0.13	
11	5,500	0.13	
12	6,050	0.14	
13	6,050	0.14	

PLACE HOLDER CO
RECORDING STAMP

PRELIMINARY PLAT

LANCASTER PARK-PHASE 2

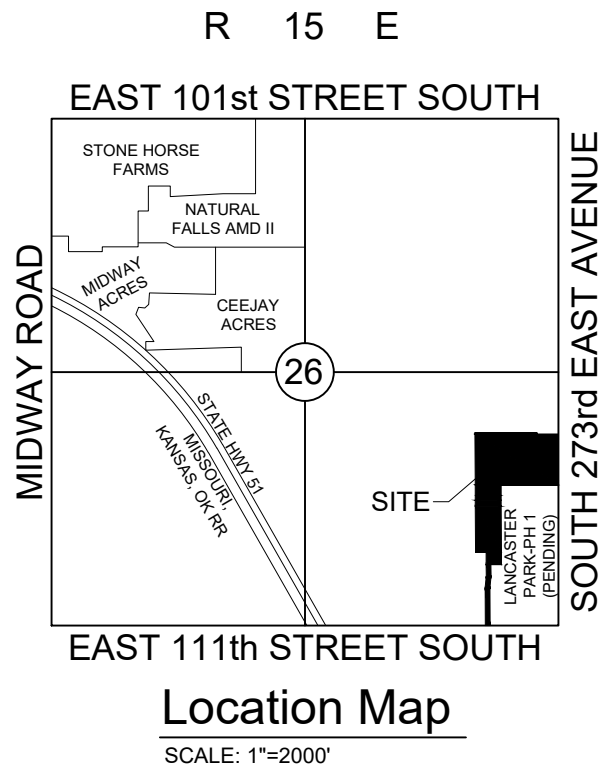
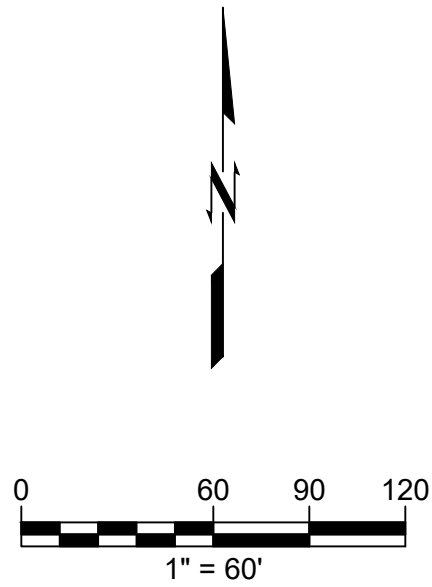
PUD #R19-01

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

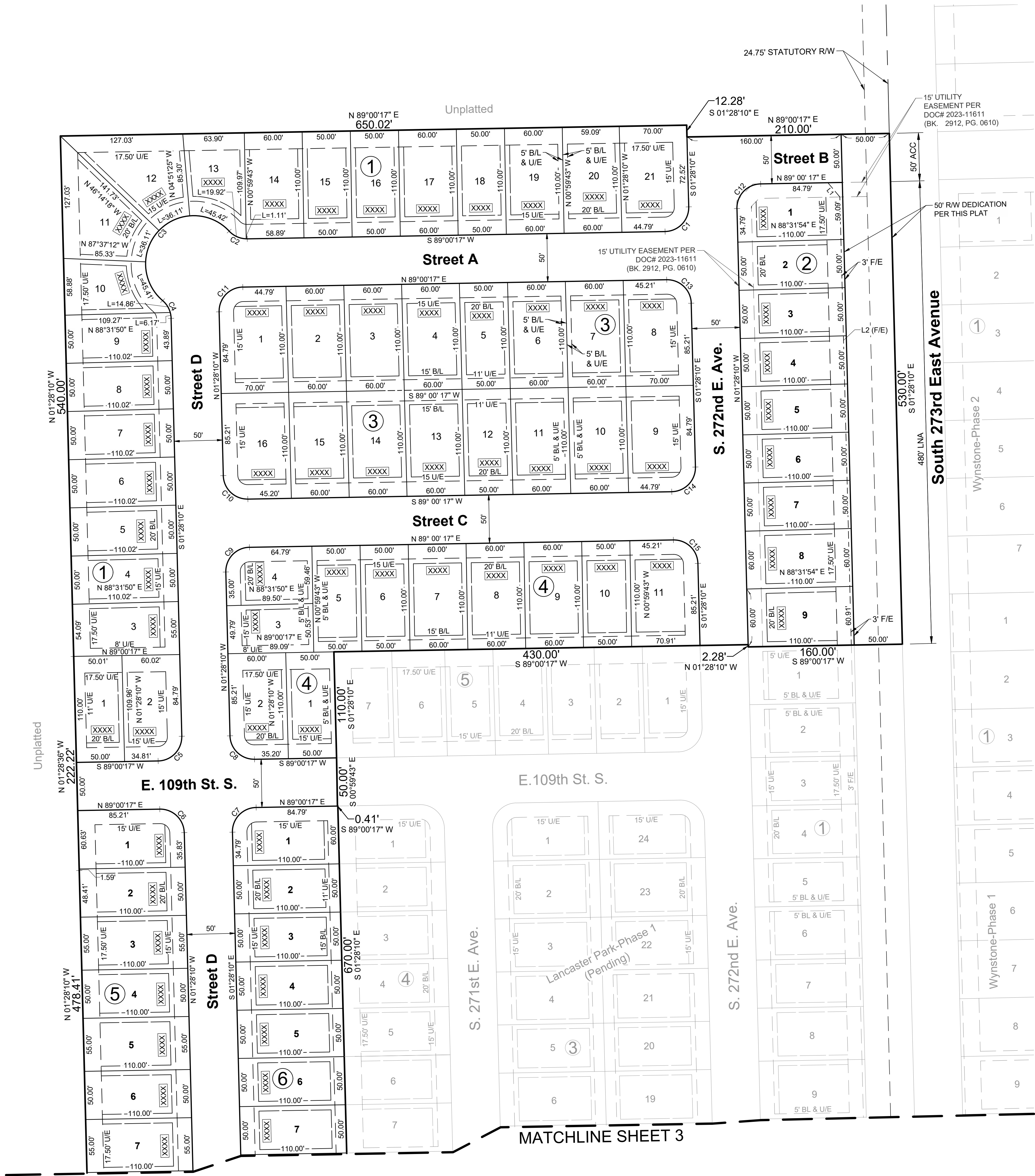
OWNER:
Glenwood Homes, L.P.
5705 E. 71st St. South, Suite 220
Tulsa, Oklahoma, 74126
CONTACT: HAMID VALAD KHANI,
valad@homecreations.com

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
A. NICOLE WATTS P.E.
nicole.watts@wallace.design

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



\\civ\server\projects\240110 Lancaster Park I\DWG\PRODUCTION\Plat\240110 Preliminary Plat.dwg PLOT:11/4/24 ORIG SIZE:24"X36"



PLACE HOLDER CO
RECORDING STAMP

PRELIMINARY PLAT

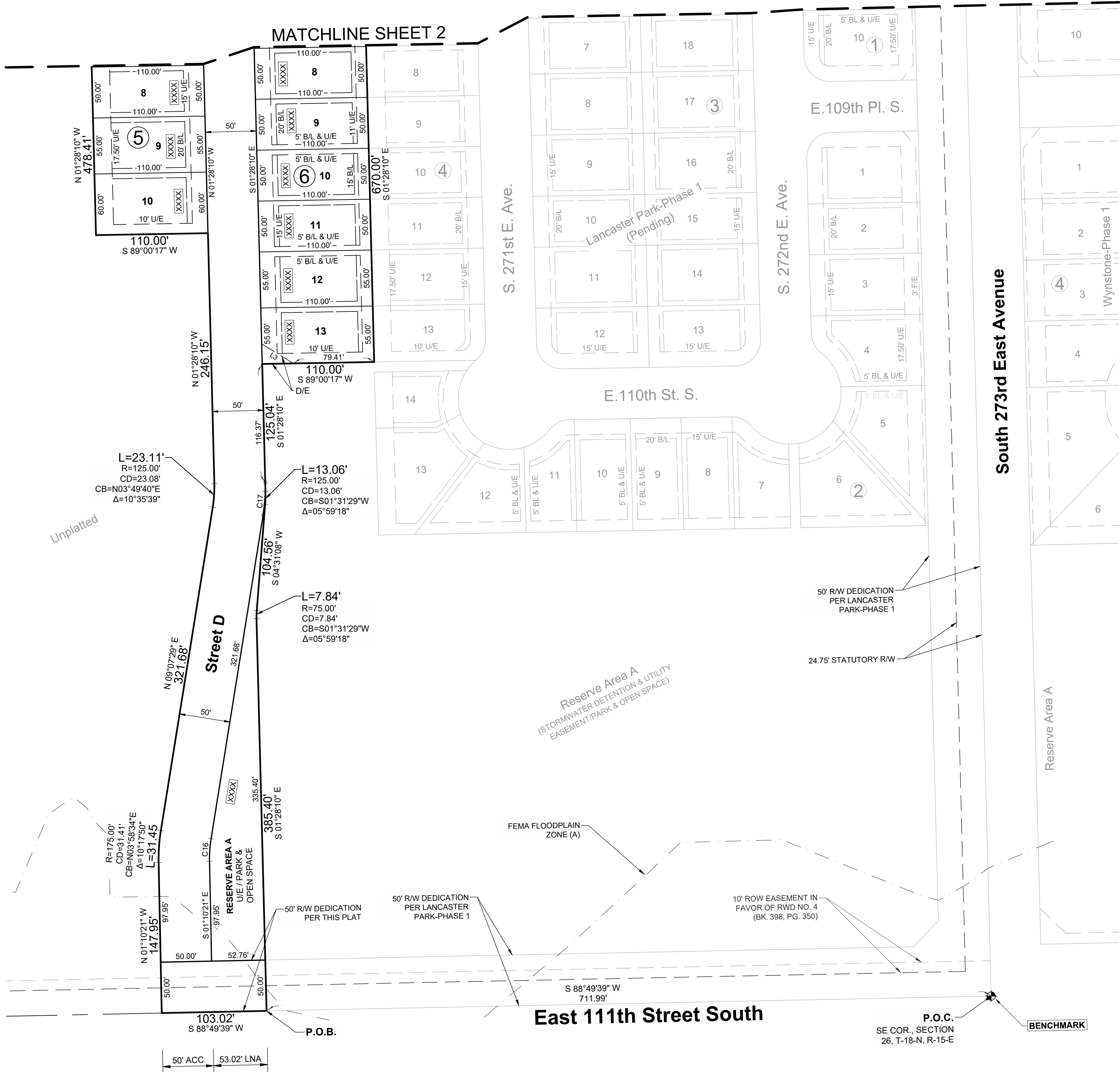
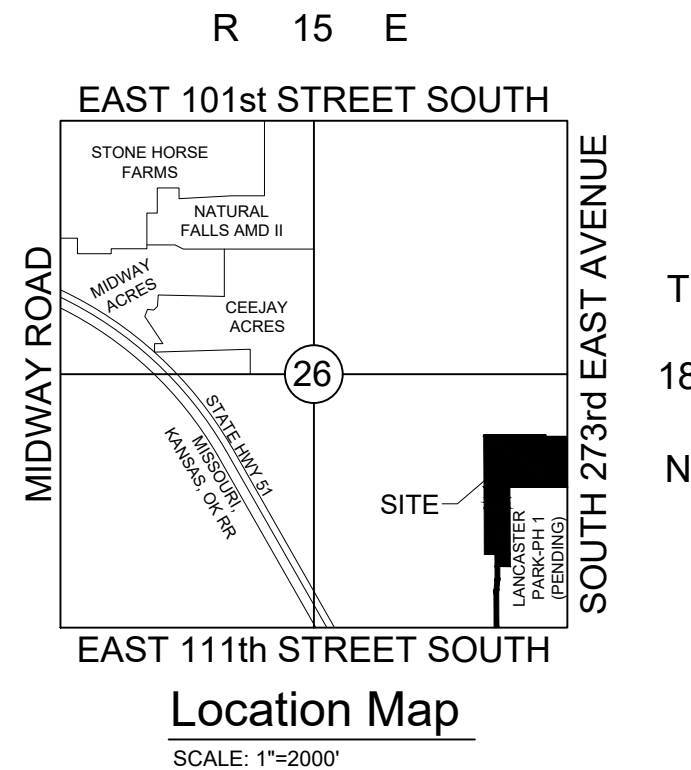
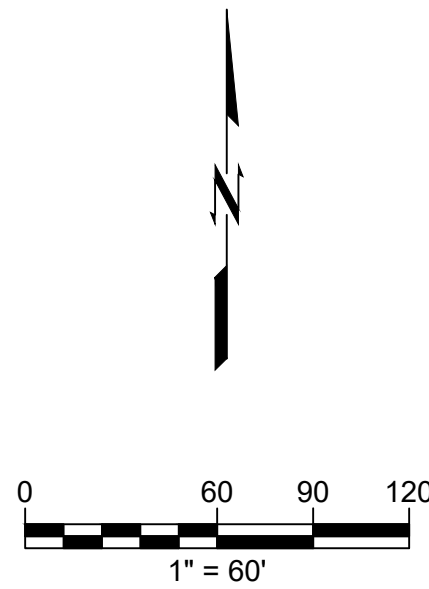
LANCASTER PARK-PHASE 2
PUD #R19-01

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

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A. NICOLE WATTS P.E.
nicole.watts@wallace.design

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ORIG SIZE: 24"X36"

PLOT: 11/4/24

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PRELIMINARY PLAT
LANCASTER PARK-PHASE 2

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GLEN WOOD HOMES, LP, AN OKLAHOMA LIMITED PARTNERSHIP, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF COWETA, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (18.8M.), CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO- WIT:

COMMENCING (P.O.C.) AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY-SIX (26); THENCE S88°49'39"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-SIX (26) FOR A DISTANCE OF 711.99 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING S88°49'39"W ALONG THE SAID SOUTH LINE FOR A DISTANCE OF 50.00 FEET; THENCE N01°28'10"W FOR A DISTANCE OF 385.14 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, A LENGTH OF 13.06 FEET, A CHORD DISTANCE OF 13.06 FEET WITH A CHORD BEARING N01°31'29"E; THENCE N04°31'08"E FOR A DISTANCE OF 104.56 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A LENGTH OF 7.84 FEET, A CHORD DISTANCE OF 7.84 FEET WITH A CHORD BEARING N01°31'29"E; THENCE N01°28'10"W FOR A DISTANCE OF 254.82 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 110.00 FEET; THENCE N01°28'10"W FOR A DISTANCE OF 478.41 FEET; THENCE N01°28'36"W FOR A DISTANCE OF 222.22 FEET; THENCE N01°28'10"W FOR A DISTANCE OF 540.00 FEET; THENCE N89°00'17"E FOR A DISTANCE OF 650.03 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 12.28 FEET; THENCE N89°00'17"E FOR A DISTANCE OF 210.00 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 530.00 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 160.00 FEET; THENCE N01°28'10"W FOR DISTANCE OF 2.28 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 430.00 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 110.00 FEET; THENCE S00°59'43"E FOR A DISTANCE OF 50.00 FEET; THENCE N89°00'17"E FOR A DISTANCE OF 0.41 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 670.00 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 110.00 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 125.04 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, A LENGTH OF 13.06 FEET, A CHORD DISTANCE OF 13.06 FEET WITH A CHORD BEARING S01°31'29"W; THENCE S04°31'08"W FOR A DISTANCE OF 104.56 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A LENGTH OF 7.84 FEET, A CHORD DISTANCE OF 7.84 FEET WITH A CHORD BEARING S01°31'29"W; THENCE S01°28'10"E FOR A DISTANCE OF 385.40 FEET TO THE POINT OF BEGINNING (P.O.B.) AREA CONTAINS 16.16 ACRES, MORE OR LESS

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS 'U/E' OR 'UTILITY EASEMENT', FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC AND POWER LINES, AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, SAID COVENANT STATES THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION MAY INTERFERE WITH THE USES AND PURPOSES OF THE EASEMENT. SAID COVENANT DOES PROHIBIT OBSTRUCTIONS WITHIN THE EASEMENTS HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.2 UNDERGROUND & OVERHEAD SERVICES

1.2.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE WEST, NORTH AND SOUTH PERIMETER EASEMENT OF THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION.

1.2.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.2.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.2.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY

MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

1.3.1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS LOCATED ON THEIR LOT.

1.3.2 WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT THE ALTERATION OF GRADE IN EXCESS OF A FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

1.3.3 THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS: THE CITY OF COWETA, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO GENERAL UTILITY EASEMENTS AND DRAINAGE 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 STORM SEWER FACILITIES.

1.3.4 CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF WATER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS - THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE 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 WATER AND SANITARY SEWER FACILITIES.

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS 'RWd4 EASEMENT' OR 'RWd4 R/W EASE' ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

C. WHERE WATERLINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS.

D. WHERE SANITARY SEWER LINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS.

1.3.5 THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.3 SHALL BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. FENCING IS PERMITTED SUCH THAT THE CONSTRUCTION OF SUCH DOES NOT RESTRICT OR CONFINE THE FLOW OF SURFACE WATER. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY CITY OF COWETA, OKLAHOMA.

1.5 GAS SERVICE

1.5.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.5.2 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, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.5.3 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.6.1 NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY.

1.6.2 THE GOVERNMENT WILL REMOVE OBSTRUCTIONS FROM THE RIGHT-OF-WAY THAT ARE DEEMED TO BE A DANGER TO PUBLIC SAFETY WITHOUT NOTICE.

1.6.3 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR LANDSCAPING AND PAVING DAMAGED OR REMOVED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. IT SHALL BE NOTED THAT CITY OF COWETA, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.7 SIDEWALKS

1.7.1 SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE ABUTTING LOT AT SUCH OWNER'S EXPENSE. THE SIDEWALK ABUTTING A LOT SHALL BE COMPLETED ACCORDING TO CITY OF COWETA'S SPECIFICATIONS PRIOR TO INITIAL OCCUPANCY OF THE STRUCTURE OF THE ABUTTING LOT.

1.7.2 THIS RESTRICTIVE COVENANT MAY BE ENFORCED BY ANY OWNER OF A LOT IN THE SUBDIVISION, THE HOMEOWNERS ASSOCIATION OR THE CITY OF COWETA.

1.8 FENCE AND LANDSCAPE EASEMENT

1.8.1 THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERCT AND MAINTAIN FENCING, WALLS AND LANDSCAPING WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS 'FENCE & LANDSCAPE EASEMENT' OR 'F/E'.

1.9 DRAINAGE EASEMENT (D/E)

1.9.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS 'DRAINAGE EASEMENT' FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.

A. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS.

B. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF COWETA, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF COWETA.

C. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA.

SECTION II. PRIVATE RESTRICTIONS AND COVENANTS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

2.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

2.1.1 PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERCTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING; AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

2.1.2 COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IS

REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE COLOR SCHEME, THE SITE UPON WHICH IT IS PROPOSED TO BE ERCTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

2.1.3 TRANSFER OF DUTIES. THE OWNER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER, BY A WRITTEN INSTRUMENT. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVES, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

2.2 LOT RESTRICTIONS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS.

2.2.1 USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

2.2.2 FLOOR AREA

A SINGLE STORY DWELLING SHALL HAVE A MINIMUM OF 1,100 SQUARE FEET OF LIVING FLOOR AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE BASEMENTS, ATTICS, GARAGES, OPEN SPACE AND BREEZEWAYS.

2.2.3 ORIENTATION OF DWELLINGS

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

2.2.4 GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO (2) PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. RAISED PANEL GARAGE DOORS SHALL BE CONSTRUCTED AND GLASS IN GARAGE DOORS IS PROHIBITED.

2.2.5 FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

2.2.6 EXTERIOR WALLS

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE A MINIMUM OF 50% BRICK, STONE OR STUCCO. NO STEEL, ALUMINUM, VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH.

2.2.7 WINDOWS

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

2.2.8 ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6/12.

2.2.9 ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY-YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED 'WEATHERED WOOD' SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. IN NO EVENT SHALL WOOD SHINGLES BE PERMITTED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONS AND SOLAR EQUIPMENT IS PROHIBITED.

2.2.10 CHIMNEYS

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

2.2.11 DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION. PROVIDED, HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

2.2.12 FENCING

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF WOOD OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVES AND GREEN BELTS SHALL BE 4 FOOT RANCH RAIL STYLE FENCE.

2.2.13 LANDSCAPING OF LOTS; IRRIGATION SYSTEMS

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

2.2.14 ON-SITE CONSTRUCTION

NO DWELLING OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

2.2.15 OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

2.2.16 SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

2.2.17 ANTENNAS

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED, HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AND IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

2.2.18 LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

2.2.19 RECREATIONAL VEHICLES AND EQUIPMENT

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKING ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

2.2.20 TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3 TONS).

2.2.21 ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES

NO ALL-TERRAIN VEHICLES (ATVs) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

2.2.22 BASKETBALL GOALS

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

2.2.23 ON-STREET PARKING PROHIBITED

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATED MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

2.2.24 CLOTHESLINES AND GARBAGE RECEPTACLES

CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

2.2.25 MAILBOXES

MAILBOXES SHALL BE CONSTRUCTED OF BRICK AND A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNATED BY THE ARCHITECTURAL COMMITTEE.

2.2.26 ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES, EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00 P.M. AND 7:00 A.M.

2.2.27 NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

2.2.28 SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW OF ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

2.2.29 MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITON.

2.2.30 TEMPORARY TRASH RE

PRELIMINARY PLAT

LANCASTER PARK-PHASE 2

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

SECTION IV. HOMEOWNER'S ASSOCIATION

4.1 FORMATION OF HOMEOWNER'S ASSOCIATION: THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE 'LANCASTER PARK' HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE 'ASSOCIATION'), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF LANCASTER PARK.

4.2 MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

4.3 COVENANT FOR ASSESSMENTS: THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN LANCASTER PARK. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE OF THE LIEN OF ANY FIRST MORTGAGE.

4.4 ENFORCEMENT RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION 1 HEREOF MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE ENFORCED BY APPROPRIATE ACTION IN ANY COURT OF COGNIZANT JURISDICTION, IN SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.

5.2 VALIDITY

VIOLATION OF OR FAILURE TO COMPLY WITH THESE COVENANTS AND RESTRICTIONS SHALL NOT AFFECT THE VALIDITY OF ANY MORTGAGE, BONA FIDE LIEN OR OTHER SIMILAR SECURITY INSTRUMENT WHICH MAY BE THEN EXISTING ON ANY LOT. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTION, OR ANY PORTIONS THEREOF, BY A JUDGEMENT, DECREE, OR COURT ORDER SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS OR COVENANTS HEREIN CONTAINED WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT ANY PORTION OF THESE COVENANTS CONFLICT WITH ANY ORDINANCE OR REGULATION PROMULGATED BY A GOVERNMENTAL AUTHORITY, THEN THE GOVERNMENTAL PROVISIONS SHALL CONTROL.

5.3 DURATION

THESE COVENANTS SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2035, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2030, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION 5.4.

5.4 AMENDMENT OR TERMINATION

ANY AND ALL OF THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

5.5 SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS ____ DAY OF _____, 2025.

GLEN WOOD HOMES, L.P.
an OKLAHOMA LIMITED PARTNERSHIP

BY: _____
HAMID VALAD KHANI, GENERAL PARTNER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED HAMID VALAD KHANI TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

[SEAL]

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2025.



BY: _____
R. WESLEY BENNETT, PLS
OK PLS 1562

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

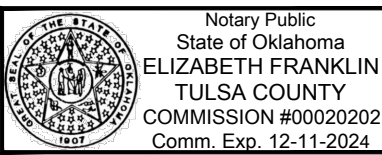
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME R. WESLEY BENNETT KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-20XX
MY COMMISSION NUMBER: 00020202

[SEAL]



CITY OF COWETA APPROVALS

APPROVED: _____
COWETA PLANNING COMMISSION CHAIRMAN

APPROVED: _____
MAYOR

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

CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2025 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS SUBDIVISION CALLED LANCASTER PARK - PHASE 2.

CHASITY LEVI, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED LANCASTER PARK - PHASE 2 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK



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: Preliminary Plat, The Woods Phase V Blocks 25-31
Date: 11-18-2024

BACKGROUND

Applicant

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Preliminary Plat approval of The Woods Phase V Blocks 25-31, a subdivision of approximately 20.475 acres more or less with 107 lots.

Case Facts

- The property is located in located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is Part of Planned Unit Development PUD No. PUD-R 13-02, with RS-2 Residential Single Family and RM-1 Residential Multi-Family zoning.
- The property legal description: Part of the South Half (S/2) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

Utilities/Site Area: The 20.475 acre more or less, subdivision is proposed to be served by City of Coweta Sewer and Water served by Wagoner Rural Water District Number 5., with the Developer extension of the utility lines. Windstream, ONG, AEP, and Cox have all been notified and a Technical Advisory Committee meeting was held on November 12, 2024.

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 Woods Phase V Blocks 25-31 on the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

ATTACHMENTS

1. Preliminary Plat The Woods Phase V Blocks 18-24

Preliminary Plat
PUD-R 13-02
The Woods
BLOCKS 25-31

PART OF THE SOUTH HALF (S/2) OF SECTION THIRTY-SIX (36),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN TWO (2) PARTS THAT IS PART OF THE SOUTH HALF OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, COUNTY OF WAGONER, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED IN PARTS AS FOLLOWS:

PART 1 BEGINNING AT THE SOUTHEAST CORNER LOT ONE (1), BLOCK SIXTEEN (16) OF "THE WOODS BLOCKS 10-17," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (DOCUMENT NO. 2024-8925);

THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 373.84 FEET; THENCE SOUTH 74°56'23" EAST FOR A DISTANCE OF 221.72 FEET; THENCE SOUTH 62°00'00 EAST FOR A DISTANCE OF 727.15 FEET; THENCE NORTH 28°00'00" EAST FOR A DISTANCE OF 109.80 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A 160.00 FOOT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 59°08'30" EAST, A CENTRAL ANGLE OF 9°25'34", WITH A CHORD BEARING AND DISTANCE OF SOUTH 54°25'43" EAST FOR 26.29 FEET, FOR AN ARC DISTANCE OF 26.32 FEET; THENCE NORTH 40°17'04" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 49°42'56" WEST, A CENTRAL ANGLE OF 77°42'56", WITH A CHORD BEARING AND DISTANCE OF NORTH 10°51'28" WEST FOR 31.37 FEET, FOR AN ARC DISTANCE OF 33.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°00'00" EAST FOR A DISTANCE 71.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00-FOOT-RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 99°26'07", WITH A CHORD BEARING AND DISTANCE OF NORTH 77°43'03" EAST FOR 38.14 FEET, FOR AN ARC DISTANCE OF 43.39 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 330 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°10'49", WITH A CHORD BEARING AND DISTANCE OF SOUTH 26°58'29" EAST FOR 285.07 FEET, FOR AN ARC DISTANCE OF 294.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°23'04" EAST FOR A DISTANCE OF 327.00 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING A POINT ON THE NORTHERLY AND EASTERLY LINES OF THE "THE WOODS BLOCK 10-17";

THENCE ALONG SAID NORTHERLY AND EASTERLY LINES FOR THE REMAINING FOURTEEN (14) COURSES:

ALONG A 25.00 RADIUS TANGENT CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF SOUTH 43°36'56" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'56" WEST FOR A DISTANCE OF 70.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF NORTH 46°23'04" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 1°23'04" WEST FOR A DISTANCE OF 85.00 FEET; THENCE SOUTH 88°36'56" WEST FOR A DISTANCE OF 164.78 FEET; THENCE NORTH 75°31'01" WEST FOR A DISTANCE OF 134.01 FEET; THENCE NORTH 62°00'00" WEST FOR A DISTANCE OF 660.08 FEET; THENCE NORTH 70°12'36" WEST FOR A DISTANCE OF 107.38 FEET; THENCE NORTH 75°57'37" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 81°04'24" WEST FOR A DISTANCE OF 105.35 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 298.50 FEET; THENCE NORTH 1°13'50" WEST FOR A DISTANCE OF 110.00 FEET; THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 1°13'50" WEST FOR A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING OF PART 1;

PART 1 CONTAINING 496,482 SQUARE FEET OR 11.398 ACRES.

PART 2 BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4); THENCE SOUTH 1°23'04" EAST AND ALONG THE EAST LINE OF W/2 SE/4, FOR A DISTANCE OF 1221.57 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE MOST EASTERLY LINE OF THE OF "THE WOODS BLOCK 18-24," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (DOCUMENT NO. XXXX-XXXX), FOR THE FOLLOWING SEVEN (7) COURSES:

ALONG A 322.22 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°23'04" WEST, A CENTRAL ANGLE OF 35°02'09", WITH CHORD BEARING AND DISTANCE OF NORTH 18°54'09" WEST FOR 193.98 FEET, FOR AN ARC DISTANCE OF 197.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°25'13" WEST FOR A DISTANCE OF 47.52 FEET TO A POINT OF CURVATURE; THENCE ALONG 390.00 FOOT RADIUS CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 18°39'35", WITH A CHORD BEARING AND DISTANCE OF NORTH 45°45'01" WEST FOR A DISTANCE OF 126.45 FEET, FOR AN ARC DISTANCE OF 127.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°04'48", WITH A CHORD BEARING AND DISTANCE OF NORTH 13°32'24" WEST FOR 33.16 FEET, FOR AN ARC DISTANCE OF 36.25 FEET; THENCE NORTH 58°32'24" WEST FOR 50.09 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 28°00'00" WEST, A CENTRAL ANGLE OF 90°00'00", WITH CHORD BEARING AND DISTANCE OF SOUTH 73°00'00" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 62°00'00" WEST FOR A DISTANCE OF 440.87 FEET; THENCE NORTH 28°00'00" EAST 297.72 FEET; THENCE NORTH 59°13'51" EAST FOR 229.84 FEET; THENCE NORTH 1°23'04" WEST FOR A DISTANCE OF 269.37 FEET TO A POINT ON THE NORTH LINE OF THE W/2 SE/4; THENCE NORTH 88°44'44" EAST AND ALONG SAID NORTH LINE, FOR 295.00 FEET TO THE POINT OF BEGINNING;

PART 2 CONTAINING 395,398 SQUARE FEET OR 9.077 ACRES;

TOGETHER, BOTH PARTS CONTAIN 891,879 SQUARE FEET OR 20.475 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) ODOT BRASS CAP FOUND AT THE NORTHWEST CORNER OF SECTION 36;
(B) ODOT BRASS CAP FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE HUNDRED SEVEN (107) LOTS IN SEVEN (7) BLOCKS ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "THE WOODS BLOCKS 25-31," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS, AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREINAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OR RESERVE AREA OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF COWETA, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER FACILITIES, AND THE CITY OF COWETA OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER AND STORM SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 AND THE CITY OF COWETA, OR THEIR RESPECTIVE SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. 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, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (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, TERMINATING AT THE PLANE FORMED BY THE FINISHED EXTERIOR BUILDING WALL.

3. EACH SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF COWETA OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF COWETA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT STREETS AND EASEMENTS. NO LOT OR RESERVE AREA 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 SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND THE CITY OF COWETA, OKLAHOMA.

F. RESERVE AREAS

1. RESERVE J, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS ESTABLISHED BY THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND IS HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.

2. RESERVE J IS DESIGNATED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, ENTRY FEATURES, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF COWETA, AND FOR UTILITIES.

3. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE J, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVE J TO THE ASSOCIATION, THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE J.

4. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF COWETA, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF COWETA NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

F. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE", FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF COWETA, OKLAHOMA, PROVIDED THAT, WHERE COINCIDENT WITH UTILITY EASEMENTS, NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF COWETA, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OR RESERVE AREA OWNER CONTAINING SUCH EASEMENT, AT SUCH OWNER'S EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA, OR, ABSENT SUCH PRESCRIPTIONS, IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER SUBJECT TO THE OVERLAND DRAINAGE EASEMENT FAILS TO PROPERLY MAINTAIN THE EASEMENT AREAS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, THE ALTERATION OF GRADE THEREIN, OR THE FAILURE TO REMOVE SILTATION, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF COWETA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING UPON THE LOT OR RESERVE AREA OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 25-31" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 13-02 ("COWETA CROSSING") AS PROVIDED WITHIN CHAPTER 16 OF THE ZONING CODE OF THE CITY OF COWETA, OKLAHOMA, AND

WHEREAS, PUD NO. PUD-R 13-02 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF COWETA PLANNING COMMISSION ON FEBRUARY 24, 2014, AND APPROVED BY THE COWETA CITY COUNCIL ON MARCH 3, 2014, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 744) APPROVED MARCH 3, 2014, WITH EMERGENCY CLAUSE ATTACHED, MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE COWETA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF COWETA, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO AND DOES HEREBY ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND ALL PROPERTY THEREIN AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS, AND THE CITY OF COWETA, OKLAHOMA.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD-R 13-02, AS APPROVED BY THE CITY OF COWETA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD-R 13-02 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE THE DEVELOPMENT OF THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF COWETA ZONING CODE AS SUCH PROVISIONS EXISTED ON MARCH 3, 2014.

B. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA B (RESIDENTIAL SINGLE-FAMILY- SCHOOL SITE- MUNICIPAL COMMUNITY CENTER, GOLF COURSE/ DRIVING RANGE) (ALL OF "THE WOODS BLOCKS 25-31", AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*		
GROSS:	276.735 ACRES	12,054,576 SQUARE FEET
NET:	276.735 ACRES	12,054,576 SQUARE FEET

* LAND AREA CALCULATIONS MAY DIFFER BETWEEN ORIGINAL PUD (QUOTED HERE) AND THIS PLAT. DEVELOPMENT AREA B OF ORIGINAL PUD INCLUDED AREAS NOT A PART OF THIS PLAT.

PERMITTED USES (TO BE ALLOWED BY RIGHT): THOSE PERMITTED PRINCIPAL USES, PERMITTED ACCESSORY USES AND USES PERMITTED BY SPECIAL EXCEPTION IN THE RS ZONING DISTRICT, IN ACCORDANCE WITH SECTIONS 410, 420, 430, 440 IN THE ZONING CODE. PROVIDED, BARS, TAVERNS, NIGHT CLUBS AND ADULT ENTERTAINMENT ESTABLISHMENTS SHALL BE PROHIBITED, EXCEPT THAT ANY RESTAURANT OR EATING ESTABLISHMENT CONSTRUCTED ON THE SITE SHALL BE PERMITTED TO SERVE ALCOHOLIC BEVERAGES AND HAVE A SEPARATE BAR AREA AS PART OF THE ESTABLISHMENT, SUBJECT TO COMPLIANCE WITH STATE LAW REGULATING THE SALE OF ALCOHOLIC BEVERAGES.

THE MINIMUM YARD REQUIREMENTS FOR RS-2 WILL APPLY TO ALL SINGLE FAMILY RESIDENTIAL ZONED LOTS. AT THE TIME OF THE FILING OF THIS PLAT, THE SAME ARE:

FRONT:	25 FEET (NO HOUSES WILL FRONT 121ST STREET SOUTH)
REAR:	20 FEET
REAR:	25 FEET (BACKING TO 121ST STREET SOUTH)
SIDE (INTERIOR):	5 FEET
SIDE (STREET):	15 FEET
SIDE (STREET):	20 FEET (ALONG 121ST STREET SOUTH)
MAXIMUM BUILDING HEIGHT:	THREE STORY**
	45 FEET IN HEIGHT
** (THREE STORY HEIGHT MAY VARY DEPENDING ON TYPE OF FINISH.)	
MINIMUM LOT AREA	5,000 SQUARE FEET
MINIMUM LOT WIDTH	50 FEET

C. DEVELOPMENT STANDARDS FOR ALL PROPERTY

1. LANDSCAPED AREA AND SCREENING ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH CHAPTER 24 OF THE ZONING CODE.

2. SIGNS SIGNAGE SHALL COMPLY WITH CHAPTER 18 OF THE ZONING CODE, WITH THE MAXIMUM SURFACE AREA OF A TEMPORARY OR PERMANENT SIGN SIZE BEING 192 SQUARE FEET.

NO SIGN PERMITS SHALL BE ISSUED FOR ERECTION OF A SIGN WITHIN THE PUD UNTIL A DETAIL SIGN PLAN FOR THE PROPERTY HAS BEEN SUBMITTED TO THE CITY OF COWETA OFFICIAL (WHO HAS AUTHORITY TO ISSUE SIGN PERMITS) AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PUD DEVELOPMENT STANDARDS.

EACH AND EVERY SIGN WILL BE ARCHITECTURALLY PLEASING AND WELL LANDSCAPED.

3. LIGHTING FLASHING SIGNS, CHANGEABLE COPY SIGNS, RUNNING LIGHT OR TWINKLE SIGNS, ANIMATED SIGNS REVOLVING OR ROTATING SIGNS WITH MOVEMENT SHALL BE PROHIBITED, EXCEPT AS MAY BE PERMITTED BY THE COWETA ZONING CODE AS PART OF THE APPROVED DETAIL SIGN PLAN.

LIGHTING USED TO ILLUMINATE THE DEVELOPMENT AREA SHALL BE SO ARRANGED AS TO SHIELD AND DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL AREAS AND RESIDENTIAL USES WITHIN THE PUD. NO LIGHT STANDARD OR BUILDING-MOUNTED LIGHT SHALL EXCEED FIVE STORIES IN HEIGHT.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS THERE SHALL BE NO STORAGE OF RECYCLABLE MATERIALS, TRASH OR SIMILAR MATERIAL OUTSIDE A SCREENED RECEPTACLE. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS, INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN FROM A PUBLIC STREET.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES DRAINAGE. ALL STORM WATER DRAINAGE STRUCTURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA ORDINANCES AND REGULATIONS.

A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA SHALL CERTIFY TO THE APPROPRIATE CITY OFFICIAL THAT ALL REQUIRED STORMWATER DRAINAGE STRUCTURES SERVING THE SITE HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT ON THAT PROPERTY.

DURING CONSTRUCTION ON THE PROPERTY, THE OWNER WILL PROVIDE ADEQUATE AND REASONABLE EROSION CONTROL, AND, AFTER CONSTRUCTION, THEY WILL PROVIDE AND MAINTAIN VEGETATIVE, LANDSCAPED GROUND COVER SO THAT SOIL DOES NOT ERODE ON OR FROM THE PROPERTY.

6. ACCESS, CIRCULATION AND PARKING ACCESS, TRAFFIC CIRCULATION AND PARKING AREAS ARE DEPICTED ON EXHIBIT F OF THE PUD. SOME OF THE DRIVES AND PARKING AREAS WITHIN THE PUD MAY BE PRIVATELY OWNED AND MAINTAINED. PUBLIC STREETS THROUGH DEVELOPMENT AREA B WILL BE PUBLICLY OWNED AND MAINTAINED. MUTUAL ACCESS BETWEEN AND ACROSS INDIVIDUAL PROPERTIES AND MUTUAL PARKING PRIVILEGES WITHIN THE PUD SHALL BE PROVIDED BY A MUTUAL ACCESS AGREEMENT TO BE RECORDED IN OFFICE OF THE WAGONER COUNTY CLERK BY THE OWNER/DEVELOPER.

PEDESTRIAN ACCESS AND CIRCULATION SHALL BE DEPICTED ON THE DETAILED SITE PLAN DRAWING AND/OR LANDSCAPE PLAN REQUIRED BY THE CITY OF COWETA, AS STATED ABOVE; ALL MUTUAL ACCESS DRIVES IN THE PUD MAY BE PRIVATE DRIVES, WHICH SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA CODES, REGULATIONS AND STANDARDS.

Preliminary Plat
PUD-R 13-02
The Woods
BLOCKS 25-31

PART OF THE SOUTH HALF (S/2) OF SECTION THIRTY-SIX (36),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

SECTION III. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS ASSOCIATION ("HOA") TO GOVERN THE SUBDIVISION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION, ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER/DECLARANT SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS, A RIGHT THAT SHALL CONTINUE UNTIL THE SOONER TO OCCUR OF (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE ACCOMPLISHED BY THE DECLARANT APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT (OR VIA RESIGNATION IF NO REPLACEMENT DIRECTORS ARE AVAILABLE) OR (2) THE DECLARANT (OR AN AFFILIATED SUCCESSOR THEREOF) NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION, "THE WOODS BLOCKS 1-5", AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION THERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND THE JURISDICTION OF THE HOA, SUCH AS THE PROPERTY DESCRIBED HEREIN, IN WHICH CASE ANY SUCH LANDS/PHASES AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THEREWITH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT (AND ITS AFFILIATES), BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A CONTINUING LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, STORMWATER DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED. IN THE EVENT A MEMBER OR OWNER (EXCEPT FOR DECLARANT OR ITS AFFILIATES) FAILS TO FOLLOW OR OTHERWISE VIOLATES THE COVENANTS, CONDITIONS, AND/OR RESTRICTIONS CONTAINED HEREIN AFTER THE DECLARANT TURNS OVER CONTROL OF THE BOARD, THE CITY MAY EXERCISE ALL RIGHTS OF THE HOA CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO IMPOSE SPECIAL ASSESSMENTS AND IMPOSE LIENS AGAINST INDIVIDUAL MEMBERS/OWNERS (EXCEPT FOR DECLARANT OR ITS AFFILIATES), SUBJECT TO APPLICABLE LAW.

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED, SUBDIVIDED, OR OTHERWISE SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY REGULATIONS. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY (INCLUDING OIL/GAS PRODUCTION), BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

- EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS TO THE PROPERTY SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES, TO INCLUDE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF (2) AUTOMOBILES (PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO RESIDENCES CONSTRUCTED BY DECLARANT OR ITS AFFILIATES). NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES

NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE STREET SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT,

PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO PORTIONS OF FENCES CONSTRUCTED ON INTERIOR (NON-STREET FACING) COMMON LOT LINES SHARED BY OWNERS/MEMBERS. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE, AND SUBJECT TO APPLICABLE LAW, ALL PARKING SHALL BE IN DRIVEWAYS OR GARAGES AND SHALL NOT BE ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED OVERNIGHT ON A STREET. NO PARKING OF VEHICLES SHALL INTERFERE WITH ANY CONSTRUCTION ACTIVITIES OF THE DECLARANT OR A HOMEHOLDER DURING DEVELOPMENT OF THE SUBDIVISION OR CONSTRUCTION OF RESIDENCES THEREIN. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT INCLUDING IMPROVEMENTS AND SIDEWALKS THEREON IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF ANY LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS' WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION III.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY ARE STORED IN A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING/PETS

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. OWNERS SHALL KEEP ANIMALS AND PETS ON A LEASH AT ALL TIMES THAT THE ANIMAL AND/OR PET IS OUTSIDE OF THE OWNERS HOME OR FENCED IN LOT (INCLUDING WHILE ON ANY OTHER LOT OR THE COMMON AREAS). OWNERS SHALL IMMEDIATELY PICK UP AND DISPOSE OF ANY ANIMAL OR PET WASTE THAT OCCURS ON A LOT OR THE COMMON AREAS.

Q. MODEL HOME AND CONSTRUCTION FACILITIES

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. A TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

R. NUISANCES

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OR LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2041. AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY. EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2025.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON) SS

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED _____, TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT _____ WAS THE MANAGER OF TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND _____ ACKNOWLEDGED TO ME THAT _____ HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS _____ DAY OF _____, 2025.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE WOODS BLOCKS 25-31", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2025.

BY:
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)

COUNTY OF TULSA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

FINAL PLAT CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA PLANNING COMMISSION.

PLANNING COMMISSION CHAIR OR VICE-CHAIR APPROVAL DATE

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

MAYOR OR VICE-MAYOR

APPROVAL DATE

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

CITY CLERK

DATE



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: Case Number: CZ 24-08
Date: 11-18-2024

BACKGROUND

Applicant

Jessi Robertson, for the property owner, is seeking to rezone the subject property and amend the zoning map. The request is to rezone from a General Commercial (CG) district to a Medium Density Residential Multi-Family (RM-1) district.

Case Facts

- The subject property is in Post Oak Second Addition, in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is currently zoned General Commercial (CG).
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for Commercial Medium use.
- The Post Oak Second Addition has two (2) parcels on the cul-de-sac that were previously rezoned to RM-1.
- The subject parcel does not abut the RM-1 zoned parcels; however, it is in the same cul-de-sac.
- Staff requested the structure to have an aesthetic pleasing side that faces Highway 72.

Existing Land Use	Existing Zoning
Vacant	Commercial General - CG
Abutting Land Use	Abutting Zoning
North: Commercial	Commercial General - CG
East: Vacant	Commercial General - CG
South: Vacant	Commercial General - CG
West: State Highway 72	Commercial General - CG

- Legal description: Lot 3, Block 2, Post Oak Second, an addition to the City of Coweta, located in part of E1/2 of NW1/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

12-3C-1-1 City Policy

It is the policy of the City that in the consideration of proposed amendments to this title:

Amendments will be adopted to recognize changes in the Comprehensive Plan, to correct errors, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally.

A rezoning request must determine whether the proposed land use, if implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

Staff finds this rezone request not to be in accordance with the objectives of the City of Coweta Comprehensive Plan, Proposed Land Use 2020-2030 Map. A Residential Multi-Family (RM-1) district used as a transition between the Low Intensity areas and adjacent High Intensity areas would be an example of a Multi-Family district that could be held in accordance with the Low Intensity plan category. Further, if implemented, the zoning change would be compatible with the surrounding area, especially the two (2) Multi-Family parcels in the same cul-de-sac. This would be in keeping with the transitional manner contemplated by the Comprehensive Plan. Specifically, its current zoning and the location abutting General Commercial (CG) zoning are factors which were considered.

Should the Planning Commission approve this rezone request, a revision to the current (2020-2030) Coweta Comprehensive Plan Future Land Use Maps will be required, from Commercial Medium to Residential Medium Density.

12-3C-2-3 Planning Commission Action

1. After notice and public hearing, the Planning Commission shall vote to:
 1. Recommend to the City Council that the application be approved as submitted, or as amended, or be approved subject to modification; or
 2. Recommend to the City Council that the application be denied.

PLANNING COMMISSION ACTION

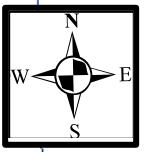
The Planning Commission can make a recommendation of approval, approval with conditions, or denial of the rezone request to the Coweta City Council.

Staff recommends the Planning Commission make a recommendation of approval to the Coweta City Council, of the rezone request from General Commercial (CG) district to the Residential Multi-Family (RM-1) district.

ATTACHMENTS

1. Location Map
2. Aerial View Map
3. Zoning Map

CZ 24-08 REZONE FROM (CG) GENERAL COMMERCIAL TO (RM-1) RESIDENTIAL MULTI- FAMILY



16E17N18

BRISTOW

BROADWAY

Chissoe Addition

151ST

SUBJECT PROPERTY

Post Oak II

293RD EAST

STATE HIGHWAY 72

16E17N19

Darr Addition

Claxton's II

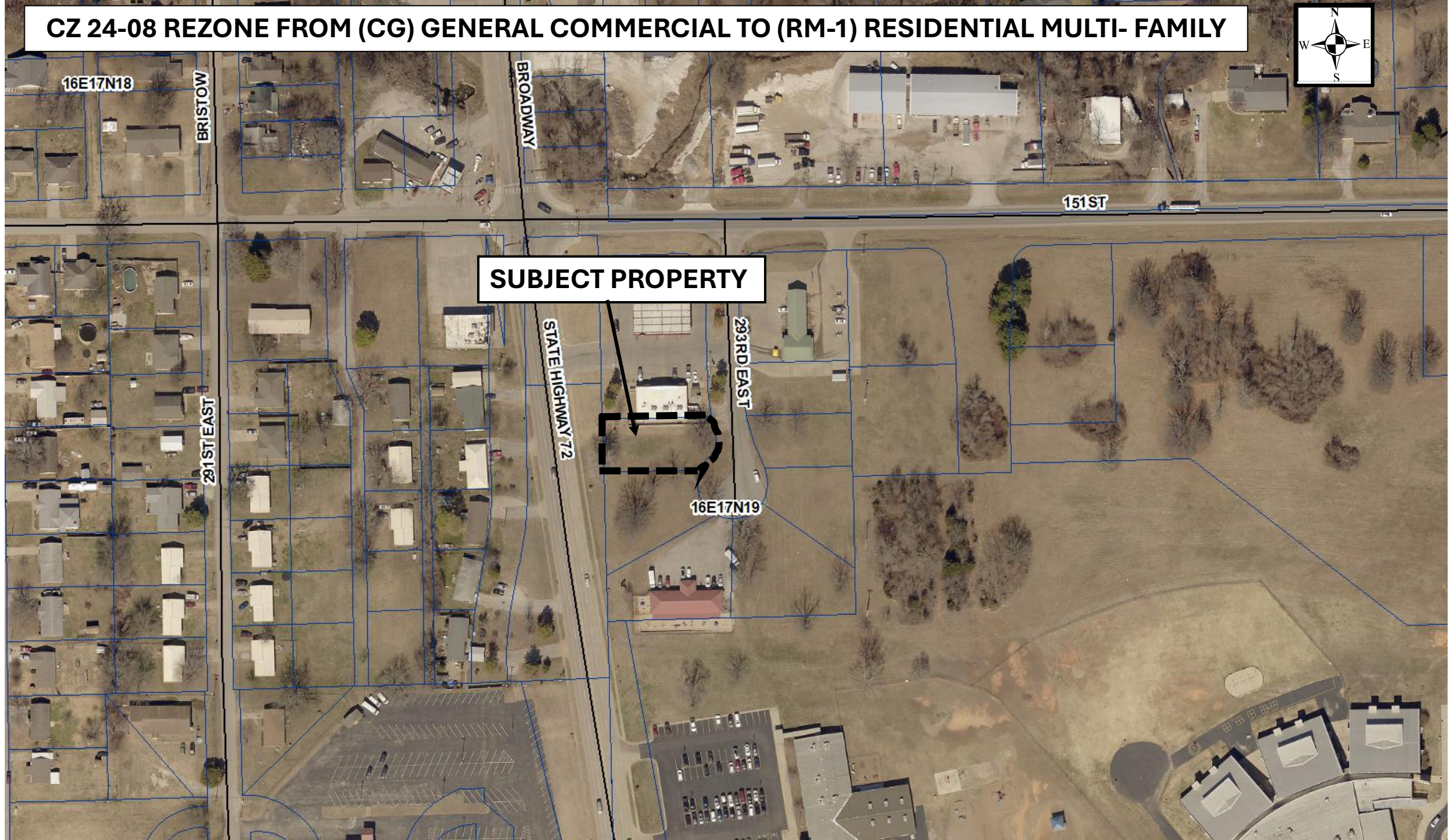
291ST EAST

Reynolds Addition II

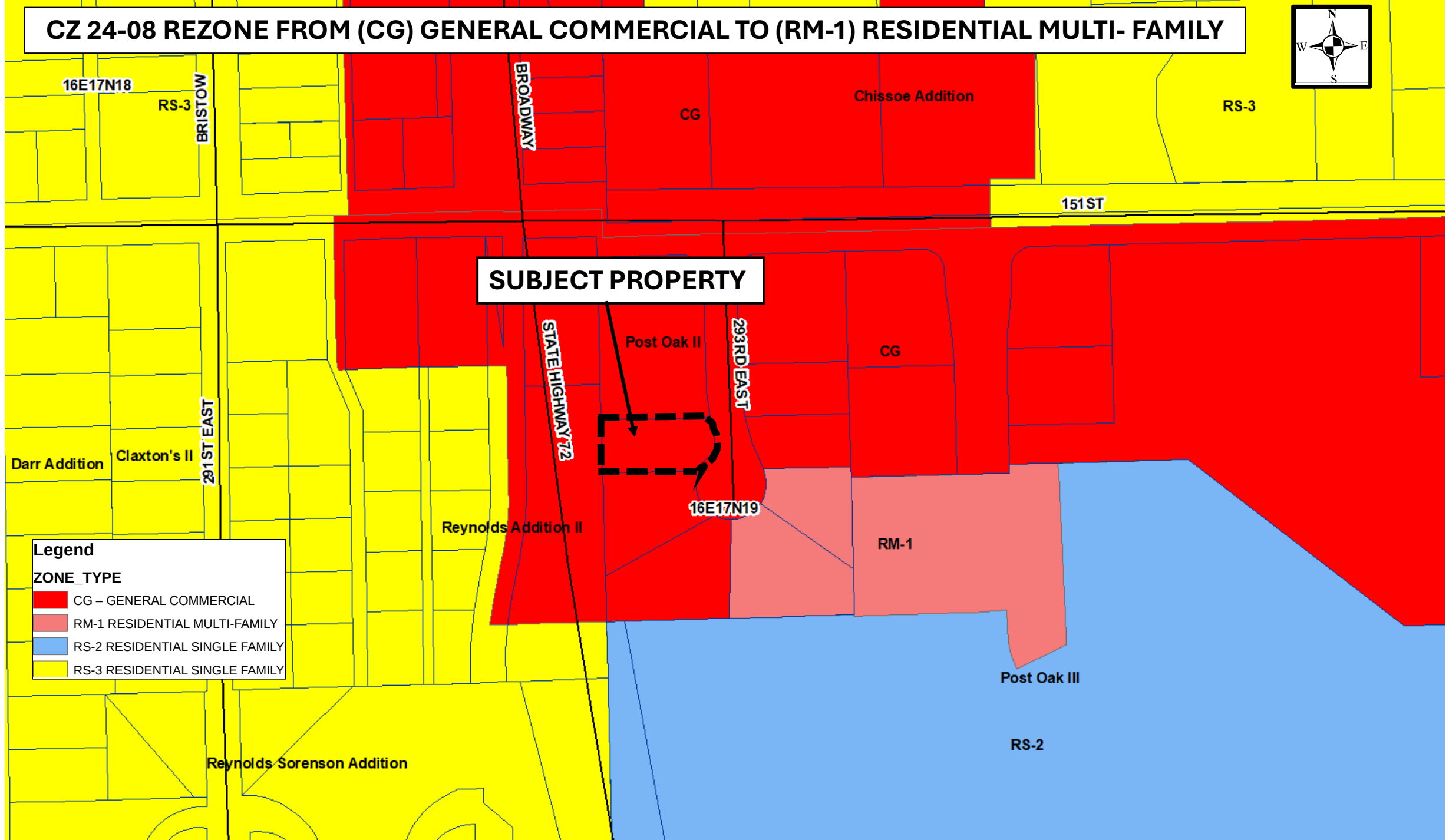
Post Oak III

Reynolds Sorenson Addition

CZ 24-08 REZONE FROM (CG) GENERAL COMMERCIAL TO (RM-1) RESIDENTIAL MULTI- FAMILY



CZ 24-08 REZONE FROM (CG) GENERAL COMMERCIAL TO (RM-1) RESIDENTIAL MULTI- FAMILY





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Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Preliminary Plat - Lancaster Park Phase II
Date: 11-18-2024

BACKGROUND

Applicant

The applicants, Glenwood Homes, L.P. Developer; Wallace Design Collective; for Preliminary Plat approval of Lancaster Park Phase II, a subdivision of approximately 16.16 acres, more or less, with 80 lots.

Case Facts

- The property is located in Section 26, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The Phase II property is zoned via a Planned Unit Development (PUD-R 19-01), with only High-Intensity Residential Single-Family (RS-3) in this phase.
- The property legal description: A Tract of Land lying in the Southeast Quarter (SE/4) of Section 26, Township 18 North, Range 15 East of The Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

Utilities/Site Area: The 16.16 acre, more or less, subdivision is proposed to be served by Rural Water District No. 4 Water and City of Coweta Sanitary Sewer with the developer extension of the utility lines. Windstream, ONG, AEP and Cox have all been. A Technical Advisory Committee (TAC) Agenda was held on November 12, 2024.

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 met with the developer and their engineering firm during the Technical Advisory Committee meeting on November 12, 2024. The City Engineer provided written comments requesting modifications to the plat. The updated Preliminary Plat is before Planning Commission for review and approval.

Staff recommends approval of the Preliminary Plat for Lancaster Park Phase II.

ATTACHMENTS

1. Preliminary Plat - Lancaster Park Phase II

LANCASTER PARK-PHASE 2

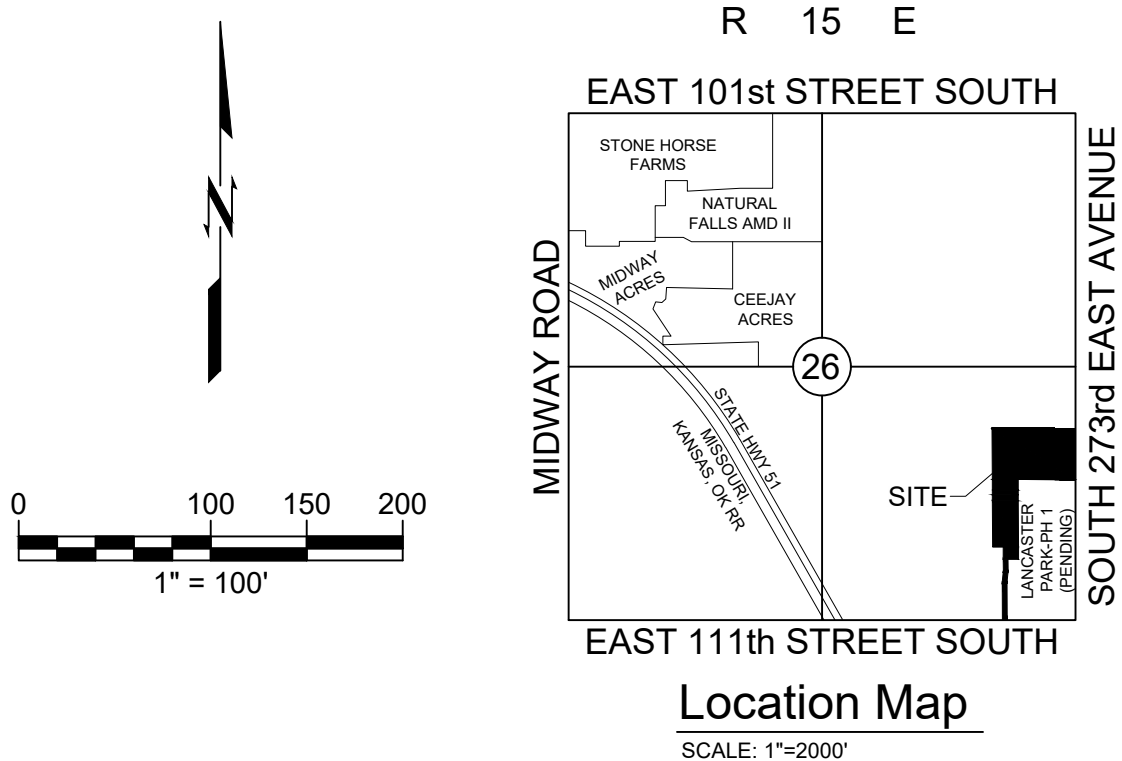
PUD #R19-01

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
Glenwood Homes, L.P.
5705 E. 71st St. South, Suite 220
Tulsa, Oklahoma, 74126
CONTACT: HAMID VALAD KHANI,
valad@homecreations.com

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
A. NICOLE WATTS P.E.
nicole.watts@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
ACC	= ACCESS
LNA	= LIMITS OF NO ACCESS
R/W	= RIGHT-OF-WAY
D/E	= DRAINAGE EASEMENT
F/E	= FENCE EASEMENT
U/E	= UTILITY EASEMENT
BK./PG.	= BOOK/PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
XXXX	ADDRESS
①	BLOCK NUMBER
2	LOT NUMBER
●	IRON PIN SET
○	IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS EIGHTY (80) LOTS IN SIX (6) BLOCKS AND ONE (1) RESERVE AREA.
RESERVE AREA A CONTAINS 13,315 SF (0.31 ACRES)
SUBDIVISION CONTAINS 719,863 SF (16.53 ACRES)
R/W DEDICATED BY PLAT CONTAINS 31,645 SF (0.73 ACRES)

ZONING REQUIREMENTS:

- SIDE LOT: 5 FEET
- FRONT SETBACK: 20 FEET (PER PUD-R-19-01)
- REAR SETBACK: 15 FEET

*NOTE: UNLESS OTHERWISE NOTED AS BL & U/E, ALL SIDE LOT BUILDING SETBACKS SHALL BE 5 FEET

MONUMENTATION
MONUMENTATION FOUND AS NOTED.
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK
BRASS CAP
NORTHING=373254.6810
EASTING=2656885.1150
ELEV=672.71

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501. THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 26, T-18-N, R-15-E, AS BEING N88°49'39"E. VERTICAL DATUM NAVD 1988

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE
THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40145C00120H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS A PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (A) WHICH IS CLASSIFIED AS AREAS DETERMINED AS SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH NO BASE FLOOD ELEVATION DETERMINED.

SURVEYOR'S LAST SITE VISIT:
XXXXXXXXXXXXXXXXXXXX

NOTES:
1. SEE SHEETS 2 & 3 FOR INTERIOR DIMENSIONS AND LABELS.

UTILITY CONTACTS

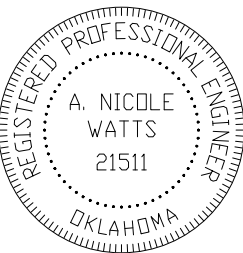
WATER	-	WAGONER COUNTY RURAL WATER DISTRICT NO. 4
SEWER	-	CITY OF COWETA
ELECTRIC	-	PUBLIC SERVICE COMPANY OF OKLAHOMA
TELEPHONE	-	WINDSTREAM COMMUNICATIONS
GAS	-	OKLAHOMA NATURAL GAS
CABLE	-	COX COMMUNICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PLAT DESIGNATED HEREIN AS 'LANCASTER PARK-PHASE 2' HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF COWETA, OKLAHOMA, AS RELATED TO SAID REGULATIONS AND REQUIREMENTS THAT ARE SPECIFICALLY REQUIRED OF THE OWNER, OR OF THE ENGINEER, OR OF THE SURVEYOR.

HAMID VALAD KHANI, MANAGING MEMBER
GLENWOOD HOMES, L.P.
AN OKLAHOMA LIMITED PARTNERSHIP

A. NICOLE WATTS
OKLAHOMA REGISTERED PROFESSIONAL ENGINEER #21511
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025

R. WESLEY BENNETT
OKLAHOMA REGISTERED LAND SURVEYOR #1562
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025



LOT AREA TABLE (BLOCK 1)			
LOT #	AREA (SF)	(ACRE)	
1	5,500	0.13	
2	6,465	0.15	
3	6,001	0.14	
4	5,501	0.13	
5	5,501	0.13	
6	5,501	0.13	
7	5,501	0.13	
8	5,501	0.13	
9	5,500	0.13	
10	5,221	0.12	
11	7,673	0.18	
12	7,672	0.18	
13	5,769	0.13	
14	6,600	0.15	
15	5,500	0.13	
16	5,500	0.13	
17	6,600	0.15	
18	5,500	0.13	
19	6,600	0.15	
20	6,550	0.15	
21	7,563	0.17	

LOT AREA TABLE (BLOCK 2)			
LOT #	AREA (SF)	(ACRE)	
1	6,413	0.15	
2	5,500	0.13	
3	5,500	0.13	
4	5,500	0.13	
5	5,500	0.13	
6	5,500	0.13	
7	5,500	0.13	
8	6,600	0.15	
9	6,650	0.15	

LOT AREA TABLE (BLOCK 3)			
LOT #	AREA (SF)	(ACRE)	
1	7,563	0.17	
2	6,600	0.15	
3	6,600	0.15	
4	6,600	0.15	
5	5,500	0.13	
6	6,600	0.15	
7	6,600	0.15	
8	7,568	0.17	
9	7,563	0.17	
10	6,600	0.15	
11	6,600	0.15	
12	5,500	0.13	
13	6,600	0.15	
14	6,600	0.15	
15	6,600	0.15	
16	7,568	0.17	

LOT AREA TABLE (BLOCK 4)			
LOT #	AREA (SF)	(ACRE)	
1	5,500	0.13	
2	6,468	0.15	
3	4,479	0.10	
4	5,233	0.12	
5	5,500	0.13	
6	5,500	0.13	
7	6,600	0.15	
8	6,600	0.15	
9	6,600	0.15	
10	5,500	0.13	
11	7,618	0.17	

LOT AREA TABLE (BLOCK 5)			
LOT #	AREA (SF)	(ACRE)	
1	6,537	0.15	
2	5,500	0.13	
3	6,050	0.14	
4	5,500	0.13	
5	6,050	0.14	
6	5,500	0.13	
7	6,050	0.14	
8	5,500	0.13	
9	6,050	0.14	
10	6,600	0.15	

LOT AREA TABLE (BLOCK 6)			
LOT #	AREA (SF)	(ACRE)	
1	6,463	0.15	
2	5,500	0.13	
3	5,500	0.13	
4	5,500	0.13	
5	5,500	0.13	
6	5,500	0.13	
7	5,500	0.13	
8	5,500	0.13	
9	5,500	0.13	
10	5,500	0.13	
11	5,500	0.13	
12	6,050	0.14	
13	6,050	0.14	

PLACE HOLDER CO
RECORDING STAMP

PRELIMINARY PLAT

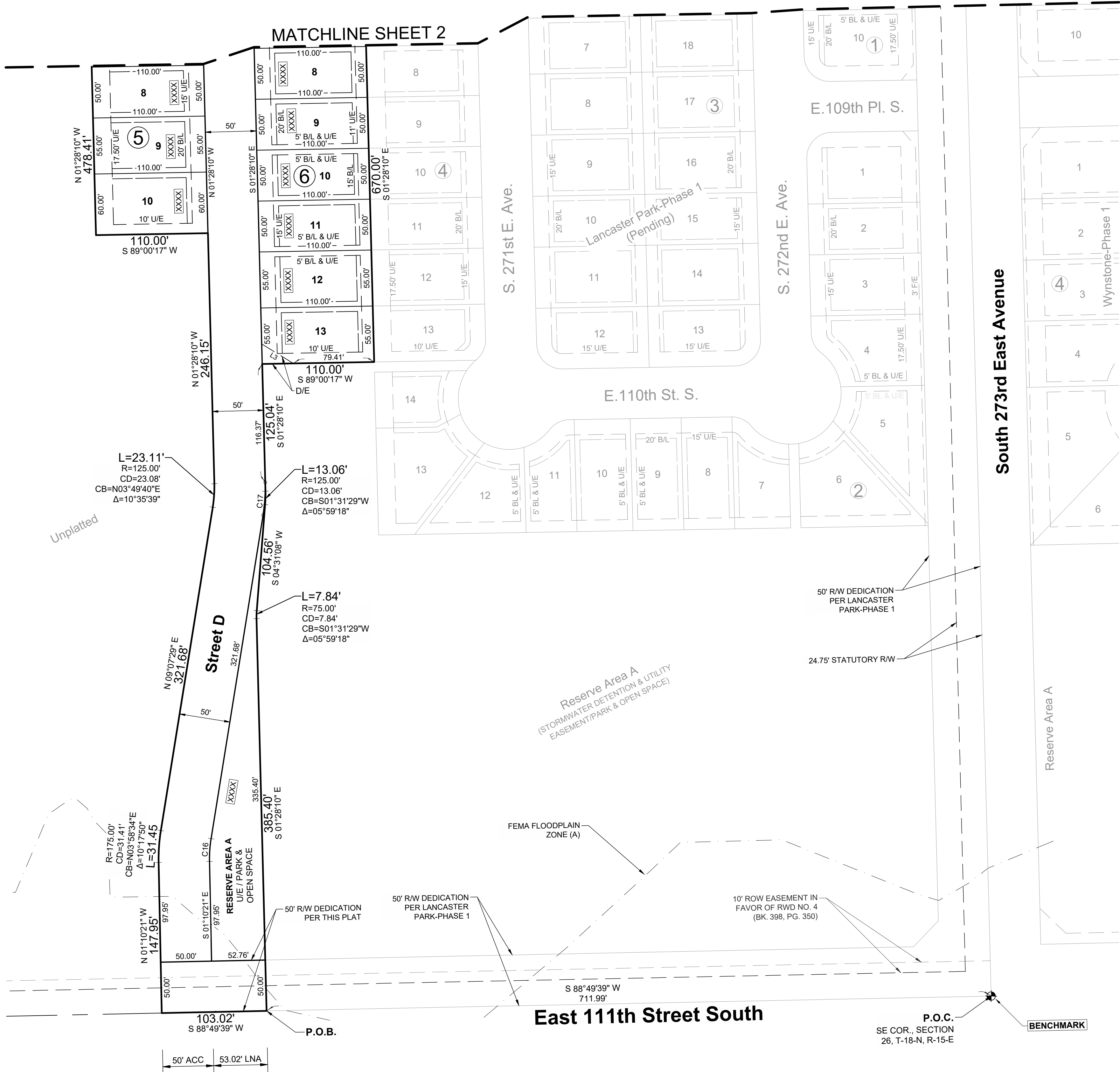
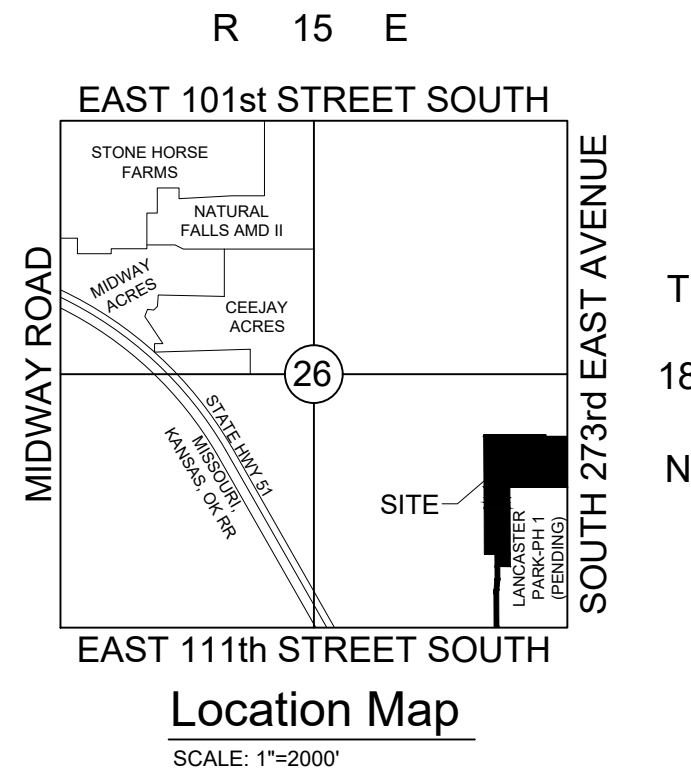
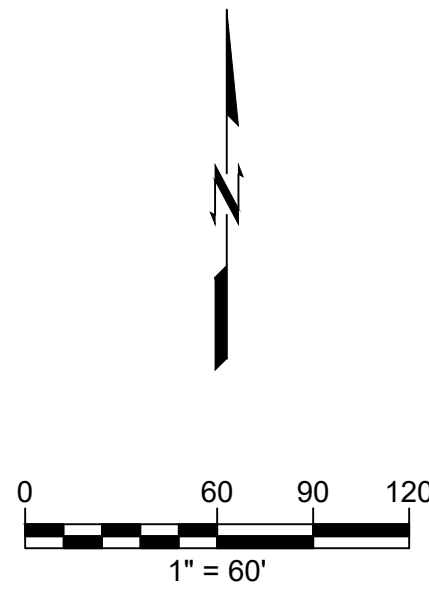
LANCASTER PARK-PHASE 2
PUD #R19-01

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
Glenwood Homes, L.P.
5705 E. 71st St. South, Suite 220
Tulsa, Oklahoma, 74126
CONTACT: HAMID VALAD KHANI,
valad@homecreations.com

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
A. NICOLE WATTS P.E.
nicole.watts@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



ORIG SIZE: 24"X36"

PLOT: 11/4/24

\\civil-server\projects\240110 Lancaster Park I\DWG\PRODUCTION\Plat\240110 Preliminary Plat.dwg

PRELIMINARY PLAT

LANCASTER PARK-PHASE 2

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GLEN WOOD HOMES, LP, AN OKLAHOMA LIMITED PARTNERSHIP, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF COWETA, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (18.8M.), CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO- WIT:

COMMENCING (P.O.C.) AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY-SIX (26); THENCE S88°49'39"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-SIX (26) FOR A DISTANCE OF 711.99 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING S88°49'39"W ALONG THE SAID SOUTH LINE FOR A DISTANCE OF 50.00 FEET; THENCE N01°28'10"W FOR A DISTANCE OF 385.14 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, A LENGTH OF 13.06 FEET, A CHORD DISTANCE OF 13.06 FEET WITH A CHORD BEARING N01°31'29"E; THENCE N04°31'08"E FOR A DISTANCE OF 104.56 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A LENGTH OF 7.84 FEET, A CHORD DISTANCE OF 7.84 FEET WITH A CHORD BEARING N01°31'29"E; THENCE N01°28'10"W FOR A DISTANCE OF 254.82 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 110.00 FEET; THENCE N01°28'10"W FOR A DISTANCE OF 478.41 FEET; THENCE N01°28'36"W FOR A DISTANCE OF 222.22 FEET; THENCE N01°28'10"W FOR A DISTANCE OF 540.00 FEET; THENCE N89°00'17"E FOR A DISTANCE OF 650.03 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 12.28 FEET; THENCE N89°00'17"E FOR A DISTANCE OF 210.00 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 530.00 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 160.00 FEET; THENCE N01°28'10"W FOR DISTANCE OF 2.28 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 430.00 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 110.00 FEET; THENCE S00°59'43"E FOR A DISTANCE OF 50.00 FEET; THENCE N89°00'17"E FOR A DISTANCE OF 0.41 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 670.00 FEET; THENCE S89°00'17"W FOR A DISTANCE OF 110.00 FEET; THENCE S01°28'10"E FOR A DISTANCE OF 125.04 FEET; THENCE AROUND A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, A LENGTH OF 13.06 FEET, A CHORD DISTANCE OF 13.06 FEET WITH A CHORD BEARING S01°31'29"W; THENCE S04°31'08"W FOR A DISTANCE OF 104.56 FEET; THENCE AROUND A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A LENGTH OF 7.84 FEET, A CHORD DISTANCE OF 7.84 FEET WITH A CHORD BEARING S01°31'29"W; THENCE S01°28'10"E FOR A DISTANCE OF 385.40 FEET TO THE POINT OF BEGINNING (P.O.B.) AREA CONTAINS 16.16 ACRES, MORE OR LESS

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS 'U/E' OR 'UTILITY EASEMENT', FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC AND POWER LINES, AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, SAID COVENANT STATES THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION MAY INTERFERE WITH THE USES AND PURPOSES OF THE EASEMENT. SAID COVENANT DOES PROHIBIT OBSTRUCTIONS WITHIN THE EASEMENTS HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.2 UNDERGROUND & OVERHEAD SERVICES

1.2.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE WEST, NORTH AND SOUTH PERIMETER EASEMENT OF THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION.

1.2.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.2.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.2.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY

MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

1.3.1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS LOCATED ON THEIR LOT.

1.3.2 WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT THE ALTERATION OF GRADE IN EXCESS OF A FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

1.3.3 THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS: THE CITY OF COWETA, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO GENERAL UTILITY EASEMENTS AND DRAINAGE 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 STORM SEWER FACILITIES.

1.3.4 CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF WATER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS - THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE 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 WATER AND SANITARY SEWER FACILITIES.

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS 'RWd4 EASEMENT' OR 'RWd4 R/W EASE' ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

C. WHERE WATERLINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS.

D. WHERE SANITARY SEWER LINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS.

1.3.5 THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.3 SHALL BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. FENCING IS PERMITTED SUCH THAT THE CONSTRUCTION OF SUCH DOES NOT RESTRICT OR CONFINE THE FLOW OF SURFACE WATER, THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY CITY OF COWETA, OKLAHOMA.

1.5 GAS SERVICE

1.5.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

1.5.2 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, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.5.3 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.6.1 NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY.

1.6.2 THE GOVERNMENT WILL REMOVE OBSTRUCTIONS FROM THE RIGHT-OF-WAY THAT ARE DEEMED TO BE A DANGER TO PUBLIC SAFETY WITHOUT NOTICE.

1.6.3 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR LANDSCAPING AND PAVING DAMAGED OR REMOVED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. IT SHALL BE NOTED THAT CITY OF COWETA, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.7 SIDEWALKS

1.7.1 SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE ABUTTING LOT AT SUCH OWNER'S EXPENSE, THE SIDEWALK ABUTTING A LOT SHALL BE COMPLETED ACCORDING TO CITY OF COWETA'S SPECIFICATIONS PRIOR TO INITIAL OCCUPANCY OF THE STRUCTURE OF THE ABUTTING LOT.

1.7.2 THIS RESTRICTIVE COVENANT MAY BE ENFORCED BY ANY OWNER OF A LOT IN THE SUBDIVISION, THE HOMEOWNERS ASSOCIATION OR THE CITY OF COWETA.

1.8 FENCE AND LANDSCAPE EASEMENT

1.8.1 THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERCT AND MAINTAIN FENCING, WALLS AND LANDSCAPING WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS 'FENCE & LANDSCAPE EASEMENT' OR 'F/E'.

1.9 DRAINAGE EASEMENT (D/E)

1.9.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS 'DRAINAGE EASEMENT' FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.

A. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS.

B. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF COWETA, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF COWETA.

C. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OWNER. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA.

SECTION II. PRIVATE RESTRICTIONS AND COVENANTS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

2.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

2.1.1 PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERCTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING; AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH, NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

2.1.2 COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IS

REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE COLOR SCHEME, THE SITE UPON WHICH IT IS PROPOSED TO BE ERCTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

2.1.3 TRANSFER OF DUTIES. THE OWNER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER, BY A WRITTEN INSTRUMENT. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVES, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

2.2 LOT RESTRICTIONS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS.

2.2.1 USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

2.2.2 FLOOR AREA

A SINGLE STORY DWELLING SHALL HAVE A MINIMUM OF 1,100 SQUARE FEET OF LIVING FLOOR AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE BASEMENTS, ATTICS, GARAGES, OPEN SPACE AND BREEZEWAYS.

2.2.3 ORIENTATION OF DWELLINGS

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

2.2.4 GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO (2) PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. RAISED PANEL GARAGE DOORS SHALL BE CONSTRUCTED AND GLASS IN GARAGE DOORS IS PROHIBITED.

2.2.5 FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

2.2.6 EXTERIOR WALLS

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE A MINIMUM OF 50% BRICK, STONE OR STUCCO. NO STEEL, ALUMINUM, VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH.

2.2.7 WINDOWS

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

2.2.8 ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6/12.

2.2.9 ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY-YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED 'WEATHERED WOOD' SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. IN NO EVENT SHALL WOOD SHINGLES BE PERMITTED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONS AND SOLAR EQUIPMENT IS PROHIBITED.

2.2.10 CHIMNEYS

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

2.2.11 DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION. PROVIDED, HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

2.2.12 FENCING

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF WOOD OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVES AND GREEN BELTS SHALL BE 4 FOOT RANCH RAIL STYLE FENCE.

2.2.13 LANDSCAPING OF LOTS; IRRIGATION SYSTEMS

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

2.2.14 ON-SITE CONSTRUCTION

NO DWELLING OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

2.2.15 OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

2.2.16 SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

2.2.17 ANTENNAS

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED, HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AND IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

2.2.18 LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

2.2.19 RECREATIONAL VEHICLES AND EQUIPMENT

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKING ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

2.2.20 TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3 TONS).

2.2.21 ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES

NO ALL-TERRAIN VEHICLES (ATVs) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

2.2.22 BASKETBALL GOALS

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

2.2.23 ON-STREET PARKING PROHIBITED

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATED MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

2.2.24 CLOTHESLINES AND GARBAGE RECEPTACLES

CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

2.2.25 MAILBOXES

MAILBOXES SHALL BE CONSTRUCTED OF BRICK AND A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNATED BY THE ARCHITECTURAL COMMITTEE.

2.2.26 ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES, EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00 P.M. AND 7:00 A.M.

2.2.27 NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

2.2.28 SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW OF ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

2.2.29 MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITON.

2.2.30 TEMP

PRELIMINARY PLAT

LANCASTER PARK-PHASE 2

PART OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

SECTION IV. HOMEOWNER'S ASSOCIATION

4.1 FORMATION OF HOMEOWNER'S ASSOCIATION: THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE 'LANCASTER PARK' HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE 'ASSOCIATION'), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF LANCASTER PARK.

4.2 MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

4.3 COVENANT FOR ASSESSMENTS: THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN LANCASTER PARK. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE OF THE LIEN OF ANY FIRST MORTGAGE.

4.4 ENFORCEMENT RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION 1 HEREOF MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE ENFORCED BY APPROPRIATE ACTION IN ANY COURT OF COGNIZANT JURISDICTION, IN SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.

5.2 VALIDITY

VIOLATION OF OR FAILURE TO COMPLY WITH THESE COVENANTS AND RESTRICTIONS SHALL NOT AFFECT THE VALIDITY OF ANY MORTGAGE, BONA FIDE LIEN OR OTHER SIMILAR SECURITY INSTRUMENT WHICH MAY BE THEN EXISTING ON ANY LOT. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTION, OR ANY PORTIONS THEREOF, BY A JUDGEMENT, DECREE, OR COURT ORDER SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS OR COVENANTS HEREIN CONTAINED WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT ANY PORTION OF THESE COVENANTS CONFLICT WITH ANY ORDINANCE OR REGULATION PROMULGATED BY A GOVERNMENTAL AUTHORITY, THEN THE GOVERNMENTAL PROVISIONS SHALL CONTROL.

5.3 DURATION

THESE COVENANTS SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2035, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2030, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION 5.4.

5.4 AMENDMENT OR TERMINATION

ANY AND ALL OF THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

5.5 SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS ____ DAY OF _____, 2025.

GLEN WOOD HOMES, L.P.
an OKLAHOMA LIMITED PARTNERSHIP

BY: _____
HAMID VALAD KHANI, GENERAL PARTNER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED HAMID VALAD KHANI TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

[SEAL]

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2025.



BY: _____
R. WESLEY BENNETT, PLS
OK PLS 1562

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

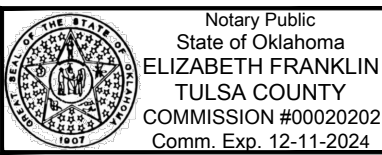
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME R. WESLEY BENNETT KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-20XX
MY COMMISSION NUMBER: 00020202

[SEAL]



CITY OF COWETA APPROVALS

APPROVED: _____
COWETA PLANNING COMMISSION CHAIRMAN

APPROVED: _____
MAYOR

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

CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2025 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS SUBDIVISION CALLED LANCASTER PARK - PHASE 2.

CHASITY LEVI, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED LANCASTER PARK - PHASE 2 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK



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Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Preliminary Plat, The Woods Phase V Blocks 25-31
Date: 11-18-2024

BACKGROUND

Applicant

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Preliminary Plat approval of The Woods Phase V Blocks 25-31, a subdivision of approximately 20.475 acres more or less with 107 lots.

Case Facts

- The property is located in located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is Part of Planned Unit Development PUD No. PUD-R 13-02, with RS-2 Residential Single Family and RM-1 Residential Multi-Family zoning.
- The property legal description: Part of the South Half (S/2) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

Utilities/Site Area: The 20.475 acre more or less, subdivision is proposed to be served by City of Coweta Sewer and Water served by Wagoner Rural Water District Number 5., with the Developer extension of the utility lines. Windstream, ONG, AEP, and Cox have all been notified and a Technical Advisory Committee meeting was held on November 12, 2024.

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 Woods Phase V Blocks 25-31 on the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

ATTACHMENTS

1. Preliminary Plat The Woods Phase V Blocks 18-24

Preliminary Plat
PUD-R 13-02
The Woods
BLOCKS 25-31

PART OF THE SOUTH HALF (S/2) OF SECTION THIRTY-SIX (36),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN TWO (2) PARTS THAT IS PART OF THE SOUTH HALF OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, COUNTY OF WAGONER, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED IN PARTS AS FOLLOWS:

PART 1 BEGINNING AT THE SOUTHEAST CORNER LOT ONE (1), BLOCK SIXTEEN (16) OF "THE WOODS BLOCKS 10-17," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (DOCUMENT NO. 2024-8925);

THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 373.84 FEET; THENCE SOUTH 74°56'23" EAST FOR A DISTANCE OF 221.72 FEET; THENCE SOUTH 62°00'00 EAST FOR A DISTANCE OF 727.15 FEET; THENCE NORTH 28°00'00" EAST FOR A DISTANCE OF 109.80 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A 160.00 FOOT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 59°08'30" EAST, A CENTRAL ANGLE OF 9°25'34", WITH A CHORD BEARING AND DISTANCE OF SOUTH 54°25'43" EAST FOR 26.29 FEET, FOR AN ARC DISTANCE OF 26.32 FEET; THENCE NORTH 40°17'04" EAST FOR A DISTANCE OF 50.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING NORTH 49°42'56" WEST, A CENTRAL ANGLE OF 77°42'56", WITH A CHORD BEARING AND DISTANCE OF NORTH 10°51'28" WEST FOR 31.37 FEET, FOR AN ARC DISTANCE OF 33.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°00'00" EAST FOR A DISTANCE 71.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00-FOOT-RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 99°26'07", WITH A CHORD BEARING AND DISTANCE OF NORTH 77°43'03" EAST FOR 38.14 FEET, FOR AN ARC DISTANCE OF 43.39 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 330 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°10'49", WITH A CHORD BEARING AND DISTANCE OF SOUTH 26°58'29" EAST FOR 285.07 FEET, FOR AN ARC DISTANCE OF 294.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°23'04" EAST FOR A DISTANCE OF 327.00 FEET TO A POINT OF CURVATURE, SAID POINT ALSO BEING A POINT ON THE NORTHERLY AND EASTERLY LINES OF THE "THE WOODS BLOCK 10-17";

THENCE ALONG SAID NORTHERLY AND EASTERLY LINES FOR THE REMAINING FOURTEEN (14) COURSES:

ALONG A 25.00 RADIUS TANGENT CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF SOUTH 43°36'56" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'56" WEST FOR A DISTANCE OF 70.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF NORTH 46°23'04" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 1°23'04" WEST FOR A DISTANCE OF 85.00 FEET; THENCE SOUTH 88°36'56" WEST FOR A DISTANCE OF 164.78 FEET; THENCE NORTH 75°31'01" WEST FOR A DISTANCE OF 134.01 FEET; THENCE NORTH 62°00'00" WEST FOR A DISTANCE OF 660.08 FEET; THENCE NORTH 70°12'36" WEST FOR A DISTANCE OF 107.38 FEET; THENCE NORTH 75°57'37" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 81°04'24" WEST FOR A DISTANCE OF 105.35 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 298.50 FEET; THENCE NORTH 1°13'50" WEST FOR A DISTANCE OF 110.00 FEET; THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 1°13'50" WEST FOR A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING OF PART 1;

PART 1 CONTAINING 496,482 SQUARE FEET OR 11.398 ACRES.

PART 2 BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4); THENCE SOUTH 1°23'04" EAST AND ALONG THE EAST LINE OF W/2 SE/4, FOR A DISTANCE OF 1221.57 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE MOST EASTERLY LINE OF THE OF "THE WOODS BLOCK 18-24," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (DOCUMENT NO. XXXX-XXXX), FOR THE FOLLOWING SEVEN (7) COURSES:

ALONG A 322.22 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 1°23'04" WEST, A CENTRAL ANGLE OF 35°02'09", WITH CHORD BEARING AND DISTANCE OF NORTH 18°54'09" WEST FOR 193.98 FEET, FOR AN ARC DISTANCE OF 197.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°25'13" WEST FOR A DISTANCE OF 47.52 FEET TO A POINT OF CURVATURE; THENCE ALONG 390.00 FOOT RADIUS CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 18°39'35", WITH A CHORD BEARING AND DISTANCE OF NORTH 45°45'01" WEST FOR A DISTANCE OF 126.45 FEET, FOR AN ARC DISTANCE OF 127.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°04'48", WITH A CHORD BEARING AND DISTANCE OF NORTH 13°32'24" WEST FOR 33.16 FEET, FOR AN ARC DISTANCE OF 36.25 FEET; THENCE NORTH 58°32'24" WEST FOR 50.09 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 28°00'00" WEST, A CENTRAL ANGLE OF 90°00'00", WITH CHORD BEARING AND DISTANCE OF SOUTH 73°00'00" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 62°00'00" WEST FOR A DISTANCE OF 440.87 FEET; THENCE NORTH 28°00'00" EAST 297.72 FEET; THENCE NORTH 59°13'51" EAST FOR 229.84 FEET; THENCE NORTH 1°23'04" WEST FOR A DISTANCE OF 269.37 FEET TO A POINT ON THE NORTH LINE OF THE W/2 SE/4; THENCE NORTH 88°44'44" EAST AND ALONG SAID NORTH LINE, FOR 295.00 FEET TO THE POINT OF BEGINNING;

PART 2 CONTAINING 395,398 SQUARE FEET OR 9.077 ACRES;

TOGETHER, BOTH PARTS CONTAIN 891,879 SQUARE FEET OR 20.475 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) ODOT BRASS CAP FOUND AT THE NORTHWEST CORNER OF SECTION 36;
(B) ODOT BRASS CAP FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE HUNDRED SEVEN (107) LOTS IN SEVEN (7) BLOCKS ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "THE WOODS BLOCKS 25-31," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS, AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREINAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSES OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OR RESERVE AREA OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF COWETA, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER FACILITIES, AND THE CITY OF COWETA OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER AND STORM SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 AND THE CITY OF COWETA, OR THEIR RESPECTIVE SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. 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, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AND ONE-HALF (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, TERMINATING AT THE PLANE FORMED BY THE FINISHED EXTERIOR BUILDING WALL.

3. EACH SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF COWETA OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF COWETA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT STREETS AND EASEMENTS. NO LOT OR RESERVE AREA 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 SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND THE CITY OF COWETA, OKLAHOMA.

F. RESERVE AREAS

1. RESERVE J, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS ESTABLISHED BY THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND IS HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.

2. RESERVE J IS DESIGNATED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, ENTRY FEATURES, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF COWETA, AND FOR UTILITIES.

3. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE J, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVE J TO THE ASSOCIATION, THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE J.

4. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF COWETA, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF COWETA NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

F. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE", FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

2. DRAINAGE FACILITIES WITHIN THE OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF COWETA, OKLAHOMA, PROVIDED THAT, WHERE COINCIDENT WITH UTILITY EASEMENTS, NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF COWETA, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OR RESERVE AREA OWNER CONTAINING SUCH EASEMENT, AT SUCH OWNER'S EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA, OR, ABSENT SUCH PRESCRIPTIONS, IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER SUBJECT TO THE OVERLAND DRAINAGE EASEMENT FAILS TO PROPERLY MAINTAIN THE EASEMENT AREAS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, THE ALTERATION OF GRADE THEREIN, OR THE FAILURE TO REMOVE SILTATION, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF COWETA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING UPON THE LOT OR RESERVE AREA OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 25-31" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 13-02 ("COWETA CROSSING") AS PROVIDED WITHIN CHAPTER 16 OF THE ZONING CODE OF THE CITY OF COWETA, OKLAHOMA, AND

WHEREAS, PUD NO. PUD-R 13-02 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF COWETA PLANNING COMMISSION ON FEBRUARY 24, 2014, AND APPROVED BY THE COWETA CITY COUNCIL ON MARCH 3, 2014, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 744) APPROVED MARCH 3, 2014, WITH EMERGENCY CLAUSE ATTACHED, MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE COWETA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF COWETA, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO AND DOES HEREBY ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND ALL PROPERTY THEREIN AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS, AND THE CITY OF COWETA, OKLAHOMA.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD-R 13-02, AS APPROVED BY THE CITY OF COWETA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD-R 13-02 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE THE DEVELOPMENT OF THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF COWETA ZONING CODE AS SUCH PROVISIONS EXISTED ON MARCH 3, 2014.

B. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA B (RESIDENTIAL SINGLE-FAMILY- SCHOOL SITE- MUNICIPAL COMMUNITY CENTER, GOLF COURSE/ DRIVING RANGE) (ALL OF "THE WOODS BLOCKS 25-31", AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*		
GROSS:	276.735 ACRES	12,054,576 SQUARE FEET
NET:	276.735 ACRES	12,054,576 SQUARE FEET

* LAND AREA CALCULATIONS MAY DIFFER BETWEEN ORIGINAL PUD (QUOTED HERE) AND THIS PLAT. DEVELOPMENT AREA B OF ORIGINAL PUD INCLUDED AREAS NOT A PART OF THIS PLAT.

PERMITTED USES (TO BE ALLOWED BY RIGHT): THOSE PERMITTED PRINCIPAL USES, PERMITTED ACCESSORY USES AND USES PERMITTED BY SPECIAL EXCEPTION IN THE RS ZONING DISTRICT, IN ACCORDANCE WITH SECTIONS 410, 420, 430, 440 IN THE ZONING CODE. PROVIDED, BARS, TAVERNS, NIGHT CLUBS AND ADULT ENTERTAINMENT ESTABLISHMENTS SHALL BE PROHIBITED, EXCEPT THAT ANY RESTAURANT OR EATING ESTABLISHMENT CONSTRUCTED ON THE SITE SHALL BE PERMITTED TO SERVE ALCOHOLIC BEVERAGES AND HAVE A SEPARATE BAR AREA AS PART OF THE ESTABLISHMENT, SUBJECT TO COMPLIANCE WITH STATE LAW REGULATING THE SALE OF ALCOHOLIC BEVERAGES.

THE MINIMUM YARD REQUIREMENTS FOR RS-2 WILL APPLY TO ALL SINGLE FAMILY RESIDENTIAL ZONED LOTS. AT THE TIME OF THE FILING OF THIS PLAT, THE SAME ARE:

FRONT:	25 FEET (NO HOUSES WILL FRONT 121ST STREET SOUTH)
REAR:	20 FEET
REAR:	25 FEET (BACKING TO 121ST STREET SOUTH)
SIDE (INTERIOR):	5 FEET
SIDE (STREET):	15 FEET
SIDE (STREET):	20 FEET (ALONG 121ST STREET SOUTH)
MAXIMUM BUILDING HEIGHT:	THREE STORY**
	45 FEET IN HEIGHT
** (THREE STORY HEIGHT MAY VARY DEPENDING ON TYPE OF FINISH.)	
MINIMUM LOT AREA	5,000 SQUARE FEET
MINIMUM LOT WIDTH	50 FEET

C. DEVELOPMENT STANDARDS FOR ALL PROPERTY

1. LANDSCAPED AREA AND SCREENING ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH CHAPTER 24 OF THE ZONING CODE.

2. SIGNS SIGNAGE SHALL COMPLY WITH CHAPTER 18 OF THE ZONING CODE, WITH THE MAXIMUM SURFACE AREA OF A TEMPORARY OR PERMANENT SIGN SIZE BEING 192 SQUARE FEET.

NO SIGN PERMITS SHALL BE ISSUED FOR ERECTION OF A SIGN WITHIN THE PUD UNTIL A DETAIL SIGN PLAN FOR THE PROPERTY HAS BEEN SUBMITTED TO THE CITY OF COWETA OFFICIAL (WHO HAS AUTHORITY TO ISSUE SIGN PERMITS) AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PUD DEVELOPMENT STANDARDS.

EACH AND EVERY SIGN WILL BE ARCHITECTURALLY PLEASING AND WELL LANDSCAPED.

3. LIGHTING FLASHING SIGNS, CHANGEABLE COPY SIGNS, RUNNING LIGHT OR TWINKLE SIGNS, ANIMATED SIGNS REVOLVING OR ROTATING SIGNS WITH MOVEMENT SHALL BE PROHIBITED, EXCEPT AS MAY BE PERMITTED BY THE COWETA ZONING CODE AS PART OF THE APPROVED DETAIL SIGN PLAN.

LIGHTING USED TO ILLUMINATE THE DEVELOPMENT AREA SHALL BE SO ARRANGED AS TO SHIELD AND DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL AREAS AND RESIDENTIAL USES WITHIN THE PUD. NO LIGHT STANDARD OR BUILDING-MOUNTED LIGHT SHALL EXCEED FIVE STORIES IN HEIGHT.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS THERE SHALL BE NO STORAGE OF RECYCLABLE MATERIALS, TRASH OR SIMILAR MATERIAL OUTSIDE A SCREENED RECEPTACLE. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS, INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN FROM A PUBLIC STREET.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES DRAINAGE. ALL STORM WATER DRAINAGE STRUCTURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA ORDINANCES AND REGULATIONS.

A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA SHALL CERTIFY TO THE APPROPRIATE CITY OFFICIAL THAT ALL REQUIRED STORMWATER DRAINAGE STRUCTURES SERVING THE SITE HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT ON THAT PROPERTY.

DURING CONSTRUCTION ON THE PROPERTY, THE OWNER WILL PROVIDE ADEQUATE AND REASONABLE EROSION CONTROL, AND, AFTER CONSTRUCTION, THEY WILL PROVIDE AND MAINTAIN VEGETATIVE, LANDSCAPED GROUND COVER SO THAT SOIL DOES NOT ERODE ON OR FROM THE PROPERTY.

6. ACCESS, CIRCULATION AND PARKING ACCESS, TRAFFIC CIRCULATION AND PARKING AREAS ARE DEPICTED ON EXHIBIT F OF THE PUD. SOME OF THE DRIVES AND PARKING AREAS WITHIN THE PUD MAY BE PRIVATELY OWNED AND MAINTAINED. PUBLIC STREETS THROUGH DEVELOPMENT AREA B WILL BE PUBLICLY OWNED AND MAINTAINED. MUTUAL ACCESS BETWEEN AND ACROSS INDIVIDUAL PROPERTIES AND MUTUAL PARKING PRIVILEGES WITHIN THE PUD SHALL BE PROVIDED BY A MUTUAL ACCESS AGREEMENT TO BE RECORDED IN OFFICE OF THE WAGONER COUNTY CLERK BY THE OWNER/DEVELOPER.

PEDESTRIAN ACCESS AND CIRCULATION SHALL BE DEPICTED ON THE DETAILED SITE PLAN DRAWING AND/OR LANDSCAPE PLAN REQUIRED BY THE CITY OF COWETA, AS STATED ABOVE; ALL MUTUAL ACCESS DRIVES IN THE PUD MAY BE PRIVATE DRIVES, WHICH SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA CODES, REGULATIONS AND STANDARDS.

Preliminary Plat
PUD-R 13-02
The Woods
BLOCKS 25-31

PART OF THE SOUTH HALF (S/2) OF SECTION THIRTY-SIX (36),
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

SECTION III. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOMEOWNERS ASSOCIATION ("HOA") TO GOVERN THE SUBDIVISION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION, ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER/DECLARANT SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS, A RIGHT THAT SHALL CONTINUE UNTIL THE SOONER TO OCCUR OF (1) THE DECLARANT FORMALLY TURNS OVER CONTROL TO THE ASSOCIATION, WHICH MAY BE ACCOMPLISHED BY THE DECLARANT APPOINTING REPLACEMENT DIRECTORS CONSISTING OF LOT OWNERS OTHER THAN DECLARANT (OR VIA RESIGNATION IF NO REPLACEMENT DIRECTORS ARE AVAILABLE) OR (2) THE DECLARANT (OR AN AFFILIATED SUCCESSOR THEREOF) NO LONGER HAS ANY OWNERSHIP INTEREST IN ANY LOTS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION, "THE WOODS BLOCKS 1-5", AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION THERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED THERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND THE JURISDICTION OF THE HOA, SUCH AS THE PROPERTY DESCRIBED HEREIN, IN WHICH CASE ANY SUCH LANDS/PHASES AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THERWITH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION, AND IS A RECORD OWNER OF THE FEE INTEREST THEREOF, SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT (AND ITS AFFILIATES), BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A CONTINUING LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, STORMWATER DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED. IN THE EVENT A MEMBER OR OWNER (EXCEPT FOR DECLARANT OR ITS AFFILIATES) FAILS TO FOLLOW OR OTHERWISE VIOLATES THE COVENANTS, CONDITIONS, AND/OR RESTRICTIONS CONTAINED HEREIN AFTER THE DECLARANT TURNS OVER CONTROL OF THE BOARD, THE CITY MAY EXERCISE ALL RIGHTS OF THE HOA CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO IMPOSE SPECIAL ASSESSMENTS AND IMPOSE LIENS AGAINST INDIVIDUAL MEMBERS/OWNERS (EXCEPT FOR DECLARANT OR ITS AFFILIATES), SUBJECT TO APPLICABLE LAW.

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED, SUBDIVIDED, OR OTHERWISE SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY REGULATIONS. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY (INCLUDING OIL/GAS PRODUCTION), BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION (THIS REQUIREMENT SHALL NOT BE APPLICABLE TO THE DECLARANT OR ANY AFFILIATES THEREOF). THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

- EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE LIKE THE ORIGINAL IN COLOR (GREY/CHARCOAL/BLACK). DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS TO THE PROPERTY SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES, TO INCLUDE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF (2) AUTOMOBILES (PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO RESIDENCES CONSTRUCTED BY DECLARANT OR ITS AFFILIATES). NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES

NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE STREET SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT,

PROVIDED, HOWEVER, THAT THIS REQUIREMENT SHALL NOT APPLY TO PORTIONS OF FENCES CONSTRUCTED ON INTERIOR (NON-STREET FACING) COMMON LOT LINES SHARED BY OWNERS/MEMBERS. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE, AND SUBJECT TO APPLICABLE LAW, ALL PARKING SHALL BE IN DRIVEWAYS OR GARAGES AND SHALL NOT BE ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED OVERNIGHT ON A STREET. NO PARKING OF VEHICLES SHALL INTERFERE WITH ANY CONSTRUCTION ACTIVITIES OF THE DECLARANT OR A HOMEHOLDER DURING DEVELOPMENT OF THE SUBDIVISION OR CONSTRUCTION OF RESIDENCES THEREIN. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT INCLUDING IMPROVEMENTS AND SIDEWALKS THEREON IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF ANY LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAYS' WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION III.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY ARE STORED IN A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING/PETS

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. OWNERS SHALL KEEP ANIMALS AND PETS ON A LEASH AT ALL TIMES THAT THE ANIMAL AND/OR PET IS OUTSIDE OF THE OWNERS HOME OR FENCED IN LOT (INCLUDING WHILE ON ANY OTHER LOT OR THE COMMON AREAS). OWNERS SHALL IMMEDIATELY PICK UP AND DISPOSE OF ANY ANIMAL OR PET WASTE THAT OCCURS ON A LOT OR THE COMMON AREAS.

Q. MODEL HOME AND CONSTRUCTION FACILITIES

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. THE TRAILER OF THE TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

R. NUISANCES

NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON PROPERTY OR EASEMENT AREAS, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE REMAINING OWNERS OR THEIR TENANTS OR LICENSEES OR ANY OF THEM, WHICH SHALL IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OF THE OWNERS, TENANTS, OR LICENSEES OF HIS RESPECTIVE RESIDENCE OR LOT OR WHICH SHALL IN ANY WAY INCREASE THE RATE OF INSURANCE FOR THE PROPERTY.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2041. AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY. EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2025.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON) SS

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED _____, TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT _____ WAS THE MANAGER OF TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND _____ ACKNOWLEDGED TO ME THAT _____ HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS _____ DAY OF _____, 2025.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE WOODS BLOCKS 25-31", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2025.

BY:
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)

COUNTY OF TULSA) SS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

FINAL PLAT CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA PLANNING COMMISSION.

PLANNING COMMISSION CHAIR OR VICE-CHAIR APPROVAL DATE

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

MAYOR OR VICE-MAYOR

APPROVAL DATE

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

CITY CLERK

DATE