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**AGENDA - REGULAR MEETING
COWETA PLANNING COMMISSION
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, OCTOBER 20, 2025 6:00 PM**

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Chair and keep your comments as brief as possible. Individuals addressing the Commissioners must identify themselves by name prior to making any comments. The Commission will consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the Commission have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Jessica Morris ____ Joanna Jones ____ Linda Dyer ____ Vacant ____ Vacant ____

IV. CONSENT

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

1. **MINUTES OF REGULAR MEETING**

Approval of the minutes of the Coweta Planning Commission Meeting held on August 18, 2025. *Meghan Bendabout, Community Development Administrative Assistant.*

2. **MINUTES OF REGULAR MEETING**

Approval of the minutes of the Coweta Planning Commission Meeting held on September 15, 2025. *Meghan Bendabout, Community Development Administrative Assitant*

V. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

VI. PUBLIC HEARING(S)

1. **PRELIMINARY PLAT- THE WOODS IV BLOCKS 18-24**

Public Hearing to receive public comment on a request for Preliminary Plat re-approval for The Woods Phase IV Blocks 18-24, a proposed subdivision within the City of Coweta, as part of a Planned Unit Development (PUD-R 13-02). The proposed subdivision is approximately 33.487 acres with 97 lots located in Section 34, Township 18 North, Range 15 East, of the

Indian Base and Meridian, Wagoner County, State of Oklahoma. The land is zoned Residential Single-Family (RS-2).

Tom E Young Jr, City Planner

2. **FINAL PLAT- THE WOODS IV BLOCKS 18-24**

Public Hearing to receive public comment on a request for Final Plat approval of the Woods IV Blocks 18-24, a subdivision within the City of Coweta, as part of a Planned Unit Development (PUD-R 13-02). The proposed subdivision is approximately 33.487 acres, more or less with 97 lots located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma. The land is zoned Residential Single-Family (RS-2).

Tom E Young Jr, City Planner

3. **FINAL PLAT - THE WOODS V BLOCKS 25-31**

Public Hearing to receive public comment on a request for Final Plat approval of the Woods V Blocks 25-31, a subdivision within the City of Coweta, as part of a Planned Unit Development (PUD-R 13-02). The proposed subdivision is 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. The land is zoned Residential Single-Family (RS-2).

Tom E Young Jr, City Planner

4. **PRELIMINARY PLAT - THE WOODS VI BLOCKS 32-35**

Public Hearing to receive public comment on a request for Preliminary Plat approval of the Woods VI Blocks 32-35, a subdivision within the City of Coweta, as part of a Planned Unit Development (PUD-R 13-02). The proposed subdivision is approximately 24.716 acres, more or less with 93 lots located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma. The land is zoned Residential Single-Family (RS-2).

Tom E Young Jr, City Planner

VII. ADMINISTRATION

1. **PRELIMINARY PLAT — THE WOODS IV BLOCKS 18-24**

Discuss and consider possible action on the approval, approval with conditions, or denial of a request for Preliminary Plat re-approval of The Woods IV Blocks 18-24, a subdivision of approximately 33.487 acres more or less with 97 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. R 13-02, with RS-2 Residential Single-Family zoning.

Tom E Young Jr, City Planner

2. **FINAL PLAT - THE WOODS IV BLOCKS 18-24**

Discussion and possible action a recommendation of approval, approval with conditions, or denial of a request for Preliminary Plat approval of The Woods IV Blocks 18-24, a subdivision of approximately 33.487 acres more or less with 97 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. R 13-02, with RS-2 Residential Single-Family

zoning.

Tom E Young Jr, City Planner

3. FINAL PLAT - THE WOODS V BLOCKS 25-31

Discussion and possible action a recommended 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, Wagoner County, State of Oklahoma. Part of Planned Unit Development PUD No. R 13-02, with RS-2 Residential Single-Family zoning.

Tom E Young Jr, City Planner

4. PRELIMINARY PLAT - THE WOODS VI BLOCKS 32-35

Discuss and consider possible action on the approval, approval with conditions, or denial of a request for Preliminary Plat approval of The Woods VI Blocks 32-35, a subdivision of approximately 24.716 acres more or less with 93 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. R 13-02, with RS-2 Residential Single-Family zoning.

Tom E Young Jr, City Planner

VIII. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL AT LEAST 24 HOURS BEFORE THE MEETING.



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**REGULAR MEETING - MEETING MINUTES
COWETA PLANNING COMMISSION
COWETA CITY HALL, 310 S. BROADWAY, COWETA, OKLAHOMA
MONDAY, AUGUST 18, 2025, 6:00 PM**

COMMISSIONERS PRESENT: Jessica Morris, Donald Vieth, Joanna Jones, Linda Dyer

COMMISSIONERS ABSENT: None

I. PLEDGE OF ALLEGIANCE

II. CALL TO ORDER

The meeting was called to order by Chairperson Jessica Morris at 6:02 PM following a Board of Adjustment adjournment.

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 August 18, 2025.

Donald Vieth made a motion to approve the minutes, Jessica Morris seconded the motion.

Aye: Donald Vieth
Joanna Jones
Linda Dyer

V. PUBLIC HEARINGS

1. PUD-R 25-02 COURTYARDS OF COWETA

Public hearing to receive public comment on a request by Tanner Consulting for a Planned Unit Development (PUD) to allow the development and construction of “Courtyards of Coweta”, a Residential Single-Family subdivision within the city limits of Coweta. Located on the Southeast corner of East 151st Street South and South 289th East Avenue in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

Jessica Morris opened the public hearing at 6:10 p.m.

Eric Enyert with Tanner Consulting, the presenter for the applicant, stated that the property is already zoned RS-3. He solicited information on concerns from various city departments including the Fire Department, Police Department, and Public Works Authority – No objections.

Comments: Julie Casteen read comments from the Police and Fire Chief. Police Chief Bell stated he was not worried about increased accidents and leaving the road open would be best. Fire Chief agreed. Does not support road closure.

Public Works Authority – There would be no issues with water pressure or capacity.

Members from the public spoke about concerns about increased traffic on the road, the speed limit on the existing road, water pressure/sewer related concerns, blind spots, the need for streetlights, and not enough parking with the new housing leading to parking on the sides of the small road.

Jessica Morris closed public hearing at 7:04 p.m.

2. TSW SUBDIVISION REGULATION UPDATES

Jessica Morris opened the public hearing at 7:06 p.m.

Jill Ferenc with TSW presented proposed updates to the City of Coweta's subdivision regulations.

Jessica Morris closed the public hearing at 7:13 p.m.

VI. ADMINISTRATION

3. PUD-R 25-02 COURTYARDS OF COWETA

Discuss and consider possible action on a request from Tanner Consulting for a Planned Unit Development (PUD) to allow the development and construction of "Courtyards of Coweta", a Residential Single-Family subdivision within the city limits of Coweta. Located on the Southeast corner of East 151st Street South and South 289th East Avenue in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

Board Members discussed options for lowering speed limits, installing speed bumps, large trucks and parking concerns. Eric Enyert with Tanner Consulting voiced that the Courtyards at Jenks is a bigger project with the same density. Traffic related concerns should be the Police Department's responsibility. Justin Morgan with Tanner Consulting also addressed concerns, stating houses will sit 40-50 feet back from road. They will consider adding parking spaces and streetlights. Some homes will have a rear entrance for parking.

MOTION:

Jessica Morris made a motion to APPROVE PUD-R 25-02 with the stipulations discussed.

The motion died for the lack of a second.

Jessica Morris made a motion to table the item until next meeting. Linda Dyer seconded the motion.

Aye: Jessica Morris
Linda Dyer
Donald Vieth
Joanna Jones

2. TSW SUBDIVISION REGULATION UPDATES

Jill Ferenc with TSW presented proposed changes to Coweta’s Subdivision regulations, including possible changes to the process for minor plats, lot line adjustments, maintenance bond requirements, park dedications, sidewalks, landscaping requirements, block design, and street design.

MOTION:

Donald Vieth made a motion to APPROVE the TSW Subdivision Regulation Updates. Jessica Morris seconded the motion.

Aye: Donald Vieth
Jessica Morris
Linda Dyer
Joanna Jones

VII. ADJOURNMENT

The meeting was adjourned by Chairperson Jessica Morris at 7:42 PM.

Chairperson

Secretary

Date

Date



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**REGULAR MEETING - MEETING MINUTES
COWETA PLANNING COMMISSION
COWETA CITY HALL, 310 S. BROADWAY, COWETA, OKLAHOMA
MONDAY, SEPTEMBER 15, 2025, 6:00 PM**

COMMISSIONERS PRESENT: Jessica Morris, Joanna Jones, Linda Dyer

COMMISSIONERS ABSENT: None

I. PLEDGE OF ALLEGIANCE

II. CALL TO ORDER

The meeting was called to order by Chairperson Jessica Morris at 6:00 PM following a Board of Adjustment adjournment.

III. ROLL CALL

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

IV. CONSENT

There were no consent items.

V. PUBLIC HEARINGS

Jessica Morris opened the public hearing at 6:01 p.m.

1. SPRADLIN ESTATES PHASE III – PRELIMINARY PLAT

Public hearing to receive public comment on a request by Abundant Rain Ministries Inc., Developer; RK & Associates PLC, Engineer; for Preliminary Plat approval of Spradlin Estates Phase III, a subdivision of approximately 2.43 acres more or less with 8 lots. located in Section 1, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, with RS-2 Residential Single-Family zoning. Located south 273rd East Avenue and East 125th Place South.

There were no public comments.

2. SAVANNAH LANDING – PRELIMINARY PLAT

Public hearing to receive public comment on a request by Jake Salyer, Developer; Gridline Engineering, Engineer; for Preliminary Plat approval of Savannah Landing, a subdivision of approximately 19.05 acres more or less with 25 lots. Located in Section 19, Township 17 North, Range 16 East, of the Indian Base and Meridian, Wagoner County, State of

Oklahoma, with RS-2 Residential Single-Family zoning. Located on the West side of 305th East Avenue, between East 151st and East 161st Street South.

There were no public comments.

Jessica Morris closed the public hearings at 6:02 p.m.

VI. **ADMINISTRATION**

1. SPRADLIN ESTATES PHASE III – PRELIMINARY PLAT

Discuss and consider possible action, on the approval, approval with conditions, or denial of a request by Abundant Rain Ministries Inc., Developer; RK & Associates PLC, Engineer; for Preliminary Plat approval of Spradlin Estates Phase III, a subdivision of approximately 2.43 acres more or less with 8 lots. Located in Section 1, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, with RS-2 Residential Single-Family zoning. Located south 273rd East Avenue and East 125th Place South.

City Planner Tom Young presented information on the request for approval of a preliminary plat for Spradlin Estates Phase III. He stated that Phase III is the final phase and would be the same as the phases already approved. Staff recommended approval.

Jessica Morris made a motion to APPROVE the Spradlin Estates Phase III Preliminary plat with the requirement that the developer meet the TAC recommendation and City Engineer comments.

Joanna Jones seconded the motion.

Aye: Jessica Morris
Joanna Jones
Linda Dyer

2. SAVANNAH LANDING – PRELIMINARY PLAT

Tom Young discussed the application and indicated there were no comments from Public Works or the Fire Marshal. City engineer comments were passed to the developer for changes requested. Staff recommended approval.

Jessica Morris made a motion to APPROVE the Savannah Landing Preliminary plat with the requirement that the developer meet the TAC recommendations and City Engineer comments.

Joanna Jones seconded the motion.

Aye: Jessica Morris
Joanna Jones
Linda Dyer

3. PUD-R 25-02 COURTYARDS OF COWETA

Discuss and consider possible action on a request from Tanner Consulting for a Planned Unit Development (PUD) to allow the development and construction of "Courtyards of Coweta", a Residential Single-Family subdivision within the city limits of Coweta. Located on the Southeast corner of East 151st Street South and South 289th East Avenue in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.

City Manager Julie Casteen discussed the PUD and pointed out how the project corelates with various sections of the Comprehensive Plan, including the need for affordable housing and a variety of housing types. She stated that the City will be addressing some of the traffic safety concerns raised by surrounding residents.

Justin Morgan with Tanner Consulting stated that the site plans will be looked at for additional public parking, and they will meet the City requirements for two parking spots per lot. They will coordinate with PSO to add the streetlights for safety concerns.

Jessica Morris made a motion to APPROVE PUD-R 25-02 with the requirement that the developer coordinate additional lighting as suggested.

Linda Dyer seconded the motion.

Aye: Jessica Morris
Linda Dyer
Joanna Jones

VII. ADJOURNMENT

The meeting was adjourned by Chairperson Jessica Morris at 6:27 PM.

Chairperson

Secretary

Date

Date



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Memorandum

To: Honorable Chair and Planning Commissioners
From: Tom E Young Jr, City Planner
Re: **PRELIMINARY PLAT- THE WOODS IV BLOCKS 18-24**
Date: October 20, 2025

BACKGROUND

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Preliminary Plat approval of The Woods Phase IV (Blocks 18-24), a subdivision of approximately 33.487 acres (more or less) with 97 lots.

Location: Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

PUD No.: PUD-R 13-02, with Residential Single-Family (RS-2) zoning.

Legal Description: Part of the North Half of the Southwest Quarter (NE/2 SW/4) and part of the Southeast Quarter (SE/4) of Section Thirty-Four (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Utilities/Site Area:

Sewer: City of Coweta

Water: Rural Water District #5

Gas: ONG

Power: AEP/PSO

Internet/Phone: Windstream/Kinetic

Internet/Phone: Cox

All Utility Purveyors were notified and a Technical Advisory Committee (TAC) meeting was held on April 11, 2025.

TAC Comments received were:

Coweta Fire Marshal Jeff Waller asked about the second entrance/exit at South 244th East Avenue, where there is currently a detached garage sitting in the middle of the Wagoner

County maintained road.

TITLE 13 – Subdivisions

CHAPTER 13-4-3 Preliminary Plat:

E. Review of Preliminary Plat.

5. The Planning Commission shall hold a public hearing on the preliminary plat.

The Planning Commission reviews the preliminary plat for conformity with the subdivision regulations and comprehensive land use plan of the City and for compliance with all applicable additional requirements of all governmental authorities and agencies, and with all applicable regulations of public utilities.

STAFF RECOMMENDATION

ATTACHMENTS

- 1. Tiger Trails Blocks 1-8_Preliminary Plat

Preliminary Plat
PUD-R 24.03

Tiger Trails

Blocks 1-8

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION THIRTY-FOUR (34), 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" 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 THAT IS A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID S/2 NW/4, THENCE NORTH 1°10'00" WEST AND ALONG THE WEST LINE OF THE S/2 NW/4, FOR A DISTANCE OF 460.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°10'00" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 858.01 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF "PRAIRIE DALE III", A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF RECORDED IN PLAT BOOK 5 AT PAGE 29, COUNTY OF WAGONER RECORDS; THENCE NORTH 88°47'08" EAST AND ALONG THE SOUTH LINE OF SAID "PRAIRIE DALE III", FOR A DISTANCE OF 1126.00 FEET; THENCE SOUTH 1°11'01" EAST FOR A DISTANCE OF 182.26 FEET; THENCE ALONG A 25.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 59°51'05" WEST, A CENTRAL ANGLE OF 31°19'56", A CHORD BEARING AND DISTANCE OF NORTH 75°31'03" WEST FOR 13.50 FEET, FOR AN ARC DISTANCE OF 13.67 FEET; THENCE SOUTH 88°48'59" WEST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 1°11'01" EAST FOR A DISTANCE OF 680.00 FEET; THENCE SOUTH 88°48'59" WEST FOR A DISTANCE OF 105.00 FEET; THENCE SOUTH 1°11'01" EAST FOR A DISTANCE OF 120.00 FEET; THENCE SOUTH 88°46'16" WEST FOR A DISTANCE OF 728.50 FEET; THENCE NORTH 1°11'01" WEST FOR A DISTANCE OF 95.58 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°11'01" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°48'59" WEST FOR A DISTANCE OF 154.75 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 977,310 SQUARE FEET, OR 22.436 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) MAGNETIC NAIL FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 34;

(B) MAGNETIC NAIL FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 34;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°10'10" WEST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO NINETY-SEVEN (97) LOTS IN EIGHT (8) 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 "TIGER TRAILS BLOCKS 1-8", 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 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 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, WAGONER COUNTY RURAL WATER DISTRICT #4 OR THE CITY OF COWETA, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT #4 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER FACILITIES AND PUBLIC SANITARY SEWER FACILITIES, AND THE CITY OF COWETA SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC 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 #4 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 PURPOSES 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 #4, 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 STREET RIGHT-OF-WAY OF SOUTH 241ST EAST AVENUE AS DEDICATED BY THIS PLAT AND WITHIN 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 PURPOSES OF INSTALLING, MAINTAINING, REMOVING, OR

REPLACING ANY PORTION OF THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

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.

E. SURFACE DRAINAGE

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.

F. LIMITS OF NO ACCESS

THE OWNER/DECLARANT HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE LOT OR RESERVE AREA OWNER AND COWETA PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

G. RESERVE AREAS; STORMWATER DRAINAGE & DETENTION EASEMENTS

1. RESERVE A, 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 A IS DESIGNATED FOR STORMWATER DRAINAGE AND DETENTION AND 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. RESERVES B, D, AND E ARE 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.

H. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES WITHIN THE STORMWATER DRAINAGE & DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

1. RESERVE A, 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 A IS DESIGNATED FOR STORMWATER DRAINAGE AND DETENTION AND 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. RESERVES B, D, AND E ARE 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.

4. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THAT PORTION OF RESERVE A AS DESIGNATED ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE & DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

5. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES WITHIN THE STORMWATER DRAINAGE & DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

6. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORMWATER DRAINAGE & DETENTION EASEMENT SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III. HEREOF) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOME OWNERS ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

- THE EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AS PER CITY CODE OR THE SCHEDULE APPROVED WITH THE DETENTION DESIGN PLANS.
- IN THE EVENT OF THE HOME OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE RESERVE AREA OWNER, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF THE RESERVE AREA TO THE ASSOCIATION.
- IN THE EVENT THE RESERVE AREA OWNER, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, SHOULD FAIL TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BECOME A LIEN ON THE 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 PRORATED UPON THE WATER BILL OF EACH LOT WITHIN THE SUBDIVISION OR EACH LOT WITHIN THE HOME OWNERS ASSOCIATION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

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

8. 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "TIGER TRAILS BLOCKS 1-8" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 24.03 ("COWETA CROSSING") AS PROVIDED WITHIN CHAPTER 16 OF THE ZONING CODE OF THE CITY OF COWETA, OKLAHOMA, AND

WHEREAS, PUD NO. PUD-R 24.03 WAS RECOMMENDED UPON BY THE CITY OF COWETA PLANNING COMMISSION ON DECEMBER 16, 2024, AND APPROVED BY THE COWETA CITY COUNCIL ON JANUARY 6, 2025, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 895) APPROVED JANUARY 6, 2025, 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 24.03, 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 24.03 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 OCTOBER 02, 2024 (DATE OF APPLICATION).

B. DEVELOPMENT STANDARDS FOR PUD-R 24.03 DEVELOPMENT AREA A (ALL OF "TIGER TRAILS BLOCKS 1-8" IS WITHIN DEVELOPMENT AREA A)

GROSS LAND AREA:	2,422,166 SF	55.605 AC
NET LAND AREA:	2,422,166 SF	55.605 AC
PERMITTED USES:	USES PERMITTED BY RIGHT IN THE RS-3 DISTRICT (EXCEPTING NEIGHBORHOOD GROUP HOMES) AND CUSTOMARY ACCESSORY USES AND STRUCTURES, PLUS PRIVATE NEIGHBORHOOD RECREATIONAL FACILITIES SUCH AS NEIGHBORHOOD PARK, PLAYGROUND, AND RECREATIONAL OPEN SPACE, AND NEIGHBORHOOD SIGNAGE	
MAXIMUM NUMBER OF LOTS:	315	

MINIMUM LOT WIDTH*:	40 FT
MINIMUM LOT SIZE:	4,400 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT
MINIMUM OFF-STREET PARKING:	TWO (2) ENCLOSED OR UNENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT
MINIMUM YARD SETBACKS:	
FRONT YARD:	20 FT
REAR YARD:	15 FT
SIDE YARD (INTERIOR):	5 FT
SIDE YARD ABUTTING A NON-ARTERIAL STREET:	15 FT; 20 FT FOR GARAGE FACING SIDE STREET
ANY YARD ABUTTING AN ARTERIAL STREET:	20 FT

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RS-3 DISTRICT * DEFINED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES, WHICH IS AS IT IS PRESENTLY DEFINED IN THE COWETA ZONING CODE.

C. DEVELOPMENT STANDARDS FOR PUD-R 24.03 DEVELOPMENT AREA B (NO PORTION OF TIGER TRAILS BLOCKS 1-8 IS LOCATED WITHIN DEVELOPMENT AREA B)

D. DEVELOPMENT STANDARDS FOR ALL DEVELOPMENT AREAS

AMENITIES: EXHIBIT B OF THE PUD REPRESENTS INITIAL CONCEPTS FOR NEIGHBORHOOD AMENITIES, WHICH SHALL BE MAINTAINED AS COMMON AREAS BY A MANDATORY PROPERTY OWNERS' ASSOCIATION TO BE FORMED BY THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF A SUBDIVISION PLAT FOR AREAS CONTAINING SUCH COMMON AREAS. NOT LESS THAN 10% OF THE GROSS LAND AREA WILL BE PRESERVED AS COMMON OPEN SPACE FOR THE ENJOYMENT OF RESIDENTS. A LANDSCAPED ENTRANCE SHALL BE CONSTRUCTED AT THE ONETA ROAD ENTRANCE.

STREETS: ALL STREETS WITHIN THE PROPOSED DEVELOPMENT WILL BE DEDICATED TO THE PUBLIC AND WILL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE STANDARDS, EXCEPT AS PERMITTED BY THE VARIANCES REQUESTED BELOW.

FENCING: ALL FENCES WITHIN THE PROPOSED DEVELOPMENT WILL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COWETA ZONING CODE.

VARIANCE REQUESTS: DUE TO THE LOW-DENSITY AND DESIRED NATURAL FEELING OF DEVELOPMENT AREA B, VARIANCES FROM THE CITY OF COWETA SUBDIVISION REGULATIONS ARE REQUESTED. OTHER THAN THE VARIANCES REQUESTED, THE DEVELOPMENT WILL OTHERWISE COMPLY WITH THE CITY OF COWETA SUBDIVISION REGULATIONS.

4.3.22 PAVING WIDTH & 4.15 CURB AND GUTTER STREETS A VARIANCE IS REQUESTED TO ALLOW OPEN DITCHES ON EITHER SIDE OF THE STREET WITHIN DEVELOPMENT AREA B IN-LIEU OF CURB AND GUTTER. ADDITIONALLY, A VARIANCE IS REQUESTED TO ALLOW 24' WIDE STREETS WITH A 2' SHOULDER ON EITHER SIDE, AS IS CUSTOMARY WITH OPEN DITCH STREETS, WITHIN DEVELOPMENT AREA B.

4.16A SIDEWALKS A VARIANCE IS REQUESTED TO NOT REQUIRE SIDEWALKS WITHIN DEVELOPMENT AREA B DUE TO THE PROPOSED OPEN DITCHES. 2' SHOULDERS WILL BE PROVIDED ON EITHER SIDE OF THE ROAD TO ALLOW FOR WALKING. ADDITIONALLY, A TRAIL WILL BE PROVIDED WITHIN THE RESERVE AREA IN-LIEU OF SIDEWALKS.

4.9A SEWAGE DISPOSAL AND WATER SUPPLY DUE TO A NATURAL RIDGE ON THE PROPERTY, SANITARY SEWER IS NOT ACCESSIBLE FOR DEVELOPMENT AREA B WITHOUT THE INSTALLATION OF A FORCE MAIN AND LIFT STATION. A VARIANCE IS REQUESTED TO PERMANENTLY ALLOW ONSITE SANITARY SEWER DISPOSAL SYSTEMS FOR DEVELOPMENT AREA B, PER OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY RULES AND REGULATIONS.

Preliminary Plat
PUD-R 24.03

Tiger Trails

Blocks 1-8

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION THIRTY-FOUR (34),
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, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE SUBDIVISION 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 HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, 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.

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 THEREFOR, 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 ERRECTED, 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 ERRECTED 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 COMMON AREA. FURTHER, THE 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 HOMEOWNER 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. ONE 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 OR ASSOCIATION.

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, 2046, 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: LENNAR HOMES OF OKLAHOMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS AGENT UNDER THAT CERTAIN POWER OF ATTORNEY, DATED EFFECTIVE FEBRUARY 21, 2025

BY: U.S. HOME, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

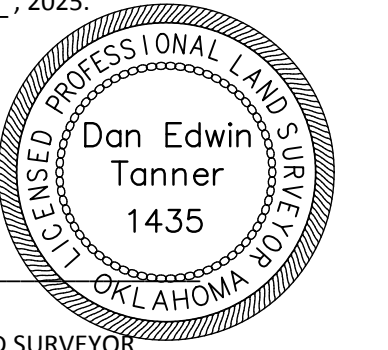
ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED _____, TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT _____ WAS THE _____ OF U.S. HOME, LLC, AS GENERAL PARTNER OF LENNAR HOMES OF OKLAHOMA, LLC, AS AGENT FOR 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 "TIGER TRAILS BLOCKS 1-8", 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)
) 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 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 _____



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Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Final Plat - The Woods Phase IV Blocks 18-24
Date: 10-20-2024

BACKGROUND

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Final Plat approval of The Woods Phase IV Blocks 18-24, a subdivision of approximately 33.487 acres more or less with 97 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 zoning.
- The property legal description: Part of the North Half of the Southwest Quarter (NE/2 SW/4) and part of the Southeast Quarter (SE/4) 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: A Technical Advisory Committee meeting was held on October 9, 2025. The subdivision will be served by Rural Water District No. 5 for Water and the City of Coweta for Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

PLANNING COMMISSION ACTION

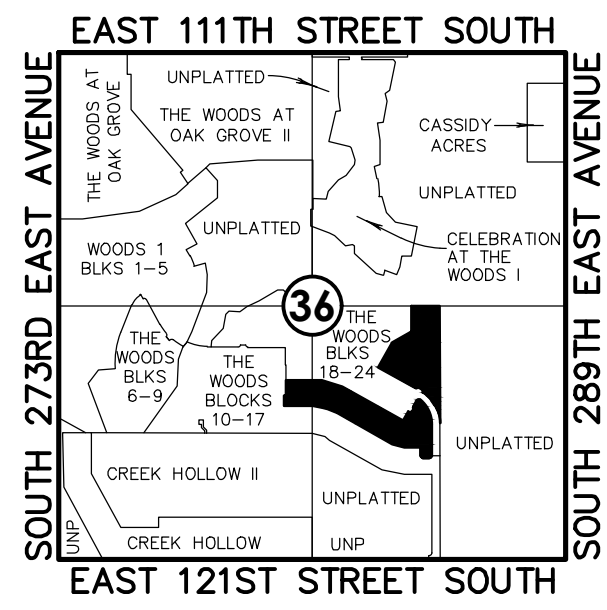
The Planning Commission may make a recommendation to City Council to approve or deny the Final Plat. The Planning Commission may continue the case and require the subdivider to submit a revised final plat before making recommendation to City Council for approval. The subdivider shall be advised of any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

Staff recommends the Planning Commission make a recommendation to the City Council for approval of the Final Plat - The Woods Phase IV Blocks 18-24.

ATTACHMENTS

1. Final Plat – The Woods Phase IV Blocks 18-24

R 15 E



Location Map

Scale: 1"= 2000'



SUBDIVISION CONTAINS:

- ONE-HUNDRED SEVEN (107) LOTS
- IN SEVEN (7) BLOCKS
- WITH ONE (1) RESERVE AREA
- GROSS SUBDIVISION AREA: 20.475 ACRES

Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORD(BRG)(CB)	CHORDDIS(CD)
A	26.32'	160.00'	9°25'34"	S54°25'43"E	26.29'
B	33.91'	25.00'	77°42'56"	N10°51'28"W	31.37'
C	43.39'	330.00'	99°26'07"	N77°43'24"E	38.14'
D	294.77'	330.00'	51°10'40"	S28°58'29"E	285.07'
E	39.27'	25.00'	90°00'00"	S43°36'56"W	35.36'
F	39.27'	25.00'	90°00'00"	N46°23'04"W	35.36'
G	197.04'	322.22'	35°02'09"	N18°54'09"W	193.98'
H	127.01'	390.00'	18°39'35"	N45°45'01"W	126.45'
I	36.25'	25.00'	83°04'48"	N13°32'24"W	33.16'
J	39.27'	25.00'	90°00'00"	S73°00'00"W	35.36'

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORD(BRG)(CB)	CHORDDIS(CD)
1	153.50'	770.00'	11°25'19"	N85°31'10"W	153.25'
2	40.95'	25.00'	93°50'54"	N32°53'04"W	36.52'
3	418.34'	820.00'	29°13'50"	N76°36'55"W	413.82'
4	40.95'	25.00'	93°50'54"	N60°57'50"E	36.52'
5	135.90'	770.00'	10°06'43"	N67°03'22"W	135.72'
6	39.27'	25.00'	90°00'00"	N73°00'00"E	35.36'
7	39.27'	25.00'	90°00'00"	N17°00'00"W	35.36'
8	179.50'	350.00'	29°23'04"	N76°41'32"W	177.54'
9	153.86'	300.00'	29°23'04"	N76°41'32"W	152.18'
10	39.27'	25.00'	90°00'00"	N46°23'04"W	35.36'
11	39.27'	25.00'	90°00'00"	N43°36'56"E	35.36'
12	177.14'	210.00'	48°19'52"	N25°33'00"W	171.94'
13	134.97'	160.00'	48°19'52"	N25°33'00"W	131.00'
14	58.54'	225.00'	14°54'25"	N20°32'47"E	58.37'
15	141.04'	275.00'	29°23'05"	N13°18'28"E	139.50'
16	45.59'	25.00'	104°28'39"	N39°08'45"W	39.53'
17	89.75'	175.00'	29°23'04"	N76°41'32"W	88.77'
18	64.11'	125.00'	29°23'05"	N76°41'32"W	63.41'
19	243.33'	115.00'	121°13'51"	N1°23'04"W	200.41'
20	137.53'	65.00'	121°13'51"	N1°23'04"W	113.28'
21	89.75'	175.00'	29°23'04"	N73°55'24"E	88.77'
22	64.11'	125.00'	29°23'05"	N73°55'23"E	63.41'
23	21.03'	25.00'	48°11'23"	N25°28'46"W	20.41'
24	241.19'	50.00'	276°22'46"	N88°36'56"E	66.67'
25	21.03'	25.00'	48°11'23"	N22°42'37"E	20.41'

Notes:

- THIS PLAN MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- 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) FOUND ODOT BRASS CAP STEM AT THE NORTHWEST CORNER OF SECTION 36;
 - (B) FOUND ODOT BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
 THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.
- ADDRESSES SHOWN ON THIS PLAN WERE PROVIDED BY THE CITY OF COWETA AND WERE ACCURATE AT THE TIME THE PLAN WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAN WAS PROVIDED BY EAST 117TH STREET SOUTH, EAST 117TH PLACE SOUTH, AND SOUTH 285TH EAST AVENUE, ALL BEING PUBLIC STREETS.

DATE OF PREPARATION: September 11, 2025

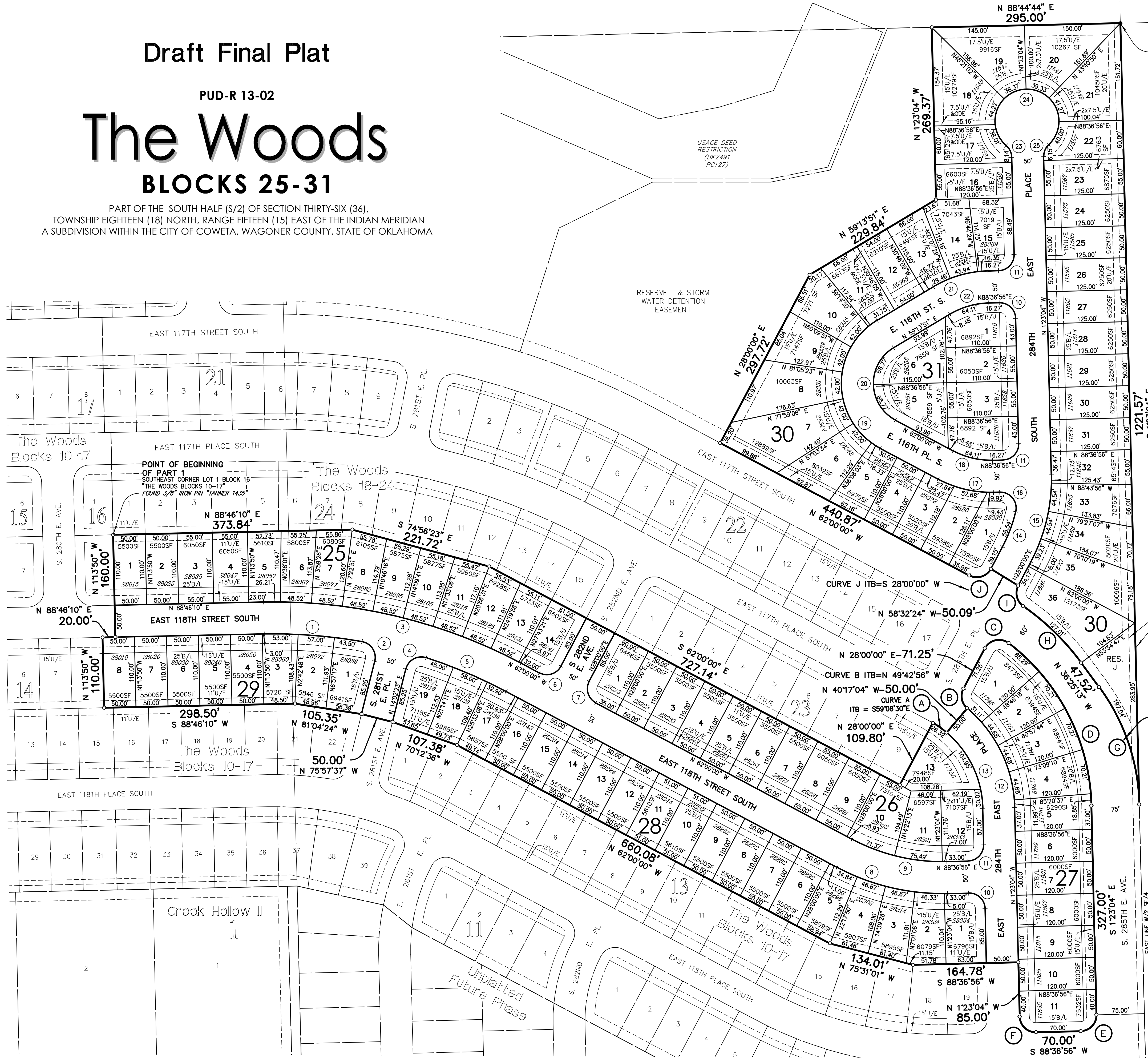
Draft Final Plat

PUD-R 13-02

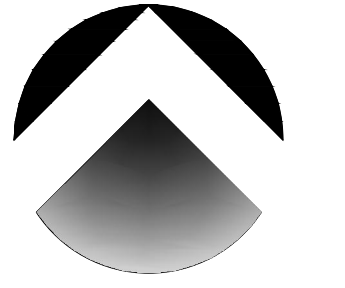
The Woods

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



POINT OF BEGINNING
OF PART 2
NORTHEAST CORNER W/2 SE/4
SECTION 36, T-18-N, R-15-E



NORTH
0 40 80 120
Scale: 1"= 80'
Tanner Consulting

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV/T GOVERNMENT
- ITB INITIAL TANGENT BEARING
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES RESERVE
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- U/E UTILITY EASEMENT
- 1234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2027
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

OWNER:
Tulsa I Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RCH.COM
4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

The Woods Blocks 25-31
SHEET 1 OF 3

Draft Final 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" 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; THENCE NORTH 45°45'01" WEST FOR A DISTANCE OF 126.45 FEET; 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; THENCE NORTH 45°45'01" WEST FOR A 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 LOCALY 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 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 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. HEREBY.

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 SHOULD FAIL 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 SHOULD THEN FAIL 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) ADOPTED 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
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 DETAILED 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 PLEASANT 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 DETAILED 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.

Draft Final 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

TO GOVERN THE SUBDIVISION, THE OWNER HAS FORMED AND ESTABLISHED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND THOSE CERTAIN BYLAWS FILED AT BOOK 2861 AT PAGE 341, COUNTY OF WAGONER RECORDS, "THE WOODS PROPERTY OWNERS ASSOCIATION, INC.", AN OKLAHOMA NON-PROFIT CORPORATION, A HOMEOWNERS ASSOCIATION ("HOA") FORMED AND ESTABLISHED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, WITHIN THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION "THE WOODS BLOCKS 1-9", FILED AT BOOK 2852, PAGE 876, COUNTY OF WAGONER RECORDS, "THE WOODS BLOCKS 6-9" (BOOK 2892, PAGE 761), "THE WOODS BLOCKS 10-17" (BOOK 2894, PAGE 622), "THE WOODS BLOCKS 18-24" (BOOK PAGE), AND THIS SUBDIVISION, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND ANY AND ALL 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 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 HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEED FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, SUCH AS THE PROPERTY DESCRIBED HEREIN, IN WHICH CASE ANY SUCH LANDS/PHASES AND ALL SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, IN ACCORDANCE WITH THE BYLAWS OF THE HOA. 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 OWNERS 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 ERRECTED, 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

- 1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. 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 ERRECTED 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 HOME/BUILDER 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. ONE 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 OR ASSOCIATION.

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, 2046, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREOF.

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 ___, 202_.

TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: LENNAR HOMES OF OKLAHOMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS AGENT UNDER THAT CERTAIN POWER OF ATTORNEY, DATED EFFECTIVE FEBRUARY 21, 2025

BY: U.S. HOME, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS ___ DAY OF ___, 202_ ___, 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 ___ OF U.S. HOME, LLC, AS GENERAL PARTNER OF LENNAR HOMES OF OKLAHOMA, LLC, AS AGENT FOR 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 ___, 202_ ___.

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 ___, 2026.



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

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 ___, 2026, 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

Preliminary Plat

PUD-R 13-02

The Woods

BLOCKS 32-35

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" 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 THAT IS A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4 SE/4; THENCE SOUTH 88°47'20" WEST AND ALONG THE SOUTH LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 143.51 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°47'20" WEST AND CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 516.37 FEET; THENCE NORTH 1°22'36" WEST FOR A DISTANCE OF 330.09 FEET; THENCE SOUTH 88°47'01" WEST FOR A DISTANCE OF 659.83 FEET TO A POINT ON THE WEST LINE OF THE SW4 SE/4; THENCE NORTH 1°22'07" WEST, AND ALONG SAID WEST LINE, FOR A DISTANCE OF 990.07 FEET TO THE NORTHWEST CORNER OF THE SW/4 SE/4, SAID POINT BEING A BOUNDARY CORNER OF "THE WOODS BLOCKS 10-17", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (BOOK 2984 PAGE 622-626);

THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION FOR THE REMAINING TEN (10) COURSES:

SOUTH 77°40'57" EAST FOR A DISTANCE OF 138.33 FEET; THENCE SOUTH 51°23'51" EAST FOR A DISTANCE OF 57.03 FEET; THENCE SOUTH 62°00'00" EAST FOR A DISTANCE OF 627.02 FEET; THENCE SOUTH 79°23'46" EAST FOR A DISTANCE OF 237.81 FEET; THENCE NORTH 88°36'56" EAST FOR A DISTANCE OF 287.32 FEET;

THENCE SOUTH 1°23'04" EAST FOR A DISTANCE OF 627.62 FEET TO A POINT OF CURVATURE; THENCE ALONG A 217.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°24'34", A CHORD BEARING AND DISTANCE OF SOUTH 9°49'13" WEST FOR 84.33 FEET, FOR AN ARC DISTANCE OF 84.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 283.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°13'06", A CHORD BEARING AND DISTANCE OF SOUTH 9°54'57" WEST FOR 109.06 FEET, FOR AN ARC DISTANCE OF 109.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°59'56", A CHORD BEARING AND DISTANCE OF SOUTH 43°47'52" WEST FOR 42.42 FEET, FOR AN ARC DISTANCE OF 47.12 FEET; THENCE SOUTH 0°37'33" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,076,642 SQUARE FEET OR 24.716 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO NINETY-THREE (93) LOTS IN FOUR (4) 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 35-38," 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 II. 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 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 WITHIN 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 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 SUBDIVISION AND WITHIN THE STREET RIGHT-OF-WAY OF EAST 121ST STREET SOUTH AS DEDICATED BY THIS PLAT. 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 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.

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 K; STORMWATER DETENTION EASEMENT

1. RESERVE K, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS ESTABLISHED BY THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNER 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 K IS DESIGNATED FOR STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, AQUATIC ECOSYSTEM PRESERVE, AND PRIVATE AMENITIES AND RECREATIONAL FACILITIES 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. RESERVE K IS HEREBY IDENTIFIED AND DEDICATED AS A PERPETUAL AQUATIC ECOSYSTEM PRESERVE AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN RESERVE K, INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC., SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF COWETA, OKLAHOMA. IT SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO PROPERLY POST AND MONITOR ALL ACTIVITIES WITHIN RESERVE K TO ENSURE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

4. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS RESERVE K, DESIGNATED ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

5. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

6. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III. HEREOF) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOME OWNERS ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
- THE EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AS PER CITY CODE OR THE SCHEDULE APPROVED WITH THE DETENTION DESIGN PLANS.
- IN THE EVENT OF THE HOME OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF RESERVE K, AS SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVE K TO THE ASSOCIATION.
- IN THE EVENT THE OWNER OF RESERVE K, AS SUBJECT TO THE EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, SHOULD FAIL TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BECOME A LIEN ON RESERVE K, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILL OF EACH LOT WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

7. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE K, 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 K TO THE ASSOCIATION. THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE K.

8. EACH LOT AND RESERVE AREA OWNER AND 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 35-38" 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 35-38", AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*	276.735 ACRES	12,054,576 SQUARE FEET
GROSS:		
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 32-35

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 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 HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE 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 WITH THE FOREGOING, 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 OWNERS 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 ERRECTED, 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 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

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. 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 ERRECTED 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 HOMEBUILDER 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. ONE 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 OR ASSOCIATION.

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, 2046, 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 _____, 2027.

TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: LENNAR HOMES OF OKLAHOMA, LLC, A
DELAWARE LIMITED LIABILITY COMPANY, ITS AGENT
UNDER THAT CERTAIN POWER OF ATTORNEY, DATED
EFFECTIVE FEBRUARY 21, 2025

BY: U.S. HOME, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____, 2027, 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 OF U.S. HOME, LLC, AS GENERAL PARTNER OF LENNAR HOMES OF OKLAHOMA, LLC, AS AGENT FOR 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.

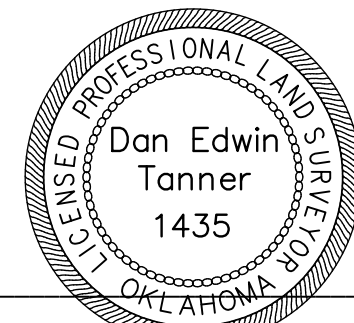
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS _____ DAY OF _____, 2027.

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 32-35", 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 _____, 2027.



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

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 _____, 2027, 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 _____



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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 IV Blocks 18-24
Date: 10-20-2025

BACKGROUND

Applicant

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Preliminary Plat re-approval of The Woods Phase IV Blocks 18-24, a subdivision of approximately 33.487 acres more or less with 97 lots. The preliminary plat was approved by the planning commission 10-16-2023.

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 zoning.
- The property legal description: Part of the North Half of the Southwest Quarter (NE/2 SW/4) and part of the Southeast Quarter (SE/4) 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 33.487 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 October 9, 2025.

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 re-approval of The Woods Phase IV Blocks 18-24 on the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

ATTACHMENTS

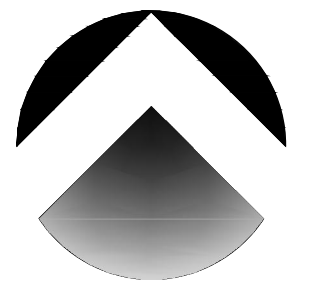
1. Preliminary Plat The Woods Phase IV Blocks 18-24

Preliminary Plat

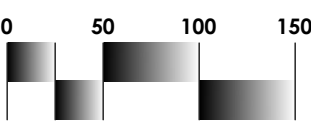
PUD-R 13-02

The Woods BLOCKS 18-24

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) AND PART OF THE SOUTHEAST QUARTER, ALL IN 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

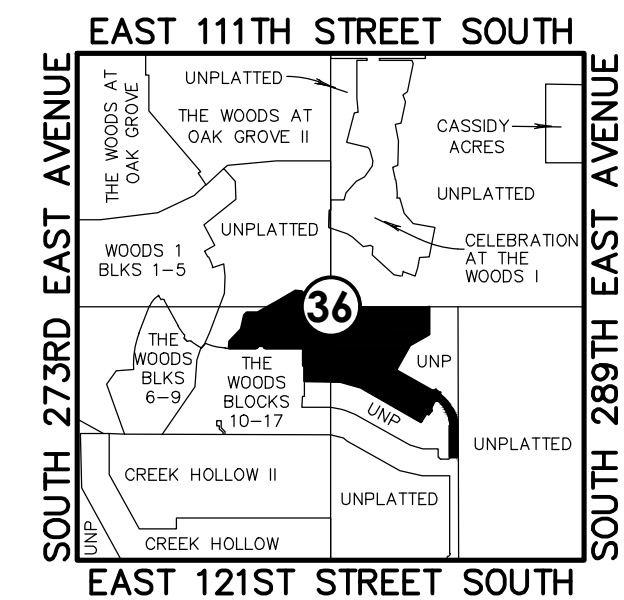


NORTH



Scale: 1"= 100'
Tanner Consulting

R 15 E



Location Map
Scale: 1"= 2000'

SUBDIVISION CONTAINS:
NINETY-SEVEN (97) LOTS
IN SEVEN (7) BLOCKS
WITH THREE (3) RESERVE AREAS

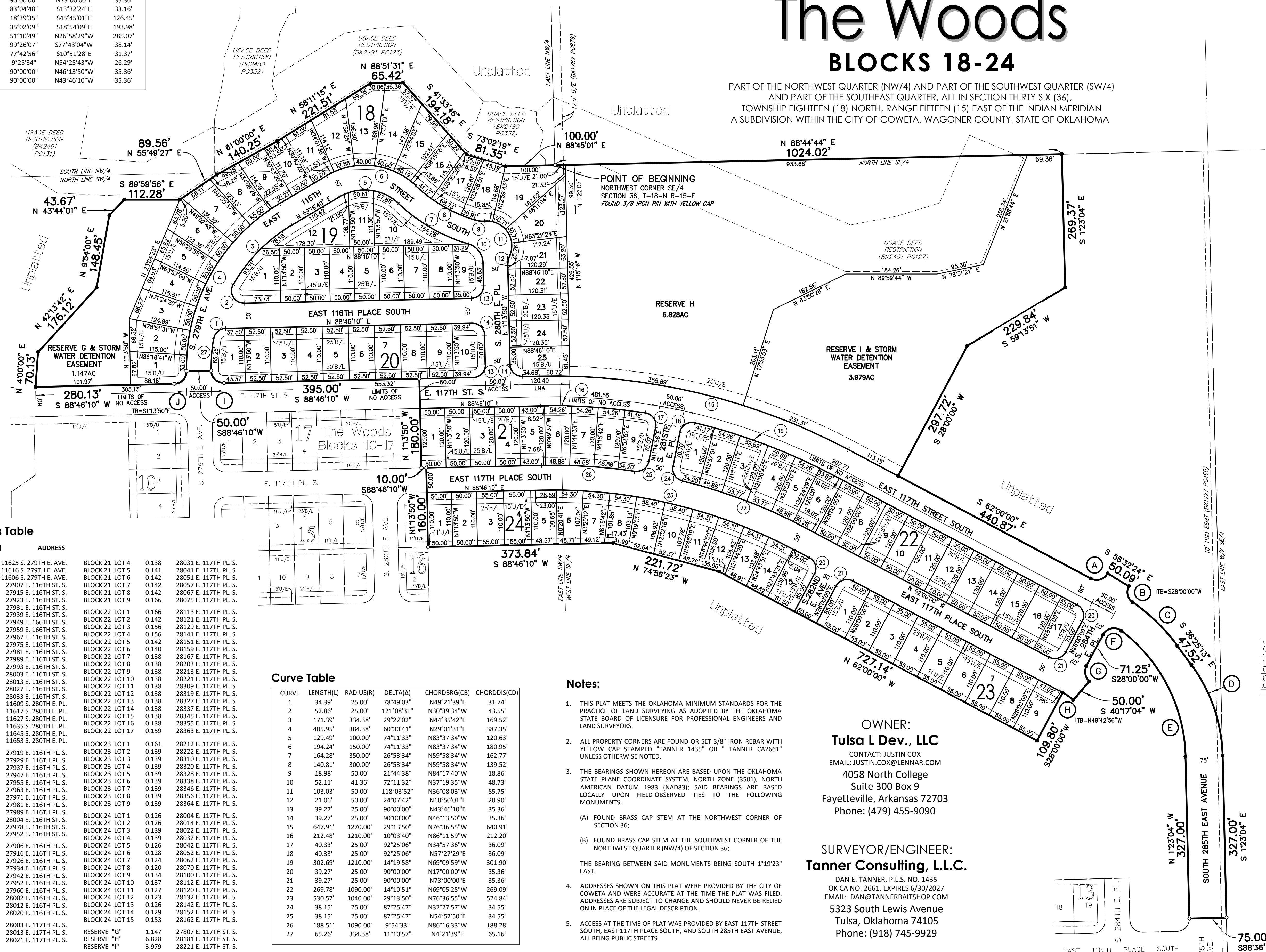
GROSS SUBDIVISION AREA: 33.487 ACRES

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV/T GOVERNMENT
- ITB INITIAL TANGENT BEARING
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- USACE U.S. ARMY CORPS OF ENGINEERS
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD(BR)(CB)	CHORDDIS(CD)
A	39.27'	25.00'	90°00'00"	N73°00'00"E	35.36'
B	36.25'	25.00'	83°04'48"	S13°32'24"E	33.16'
C	127.01'	390.00'	18°39'35"	S45°45'01"E	126.45'
D	197.04'	322.22'	35°02'09"	S18°54'09"E	193.98'
E	294.78'	330.00'	51°10'49"	N26°58'29"W	285.07'
F	43.39'	25.00'	99°26'07"	S77°43'04"W	38.14'
G	33.91'	25.00'	77°42'56"	S10°51'28"E	31.37'
H	26.32'	160.00'	9°25'34"	N54°25'43"W	26.29'
I	39.27'	25.00'	90°00'00"	N46°13'50"W	35.36'
J	39.27'	25.00'	90°00'00"	N43°46'10"W	35.36'



Lot Area & Address Table

AREA LABEL	AREA(ACRES)	ADDRESS
BLOCK 18 LOT 1	0.161	11625 S. 279TH E. AVE.
BLOCK 18 LOT 2	0.158	11616 S. 279TH E. AVE.
BLOCK 18 LOT 3	0.159	11606 S. 279TH E. AVE.
BLOCK 18 LOT 4	0.151	27907 E. 116TH ST. S.
BLOCK 18 LOT 5	0.156	27915 E. 116TH ST. S.
BLOCK 18 LOT 6	0.174	27923 E. 116TH ST. S.
BLOCK 18 LOT 7	0.173	27931 E. 116TH ST. S.
BLOCK 18 LOT 8	0.157	27939 E. 116TH ST. S.
BLOCK 18 LOT 9	0.146	27949 E. 116TH ST. S.
BLOCK 18 LOT 10	0.128	27959 E. 116TH ST. S.
BLOCK 18 LOT 11	0.140	27967 E. 116TH ST. S.
BLOCK 18 LOT 12	0.171	27975 E. 116TH ST. S.
BLOCK 18 LOT 13	0.218	27981 E. 116TH ST. S.
BLOCK 18 LOT 14	0.236	27989 E. 116TH ST. S.
BLOCK 18 LOT 15	0.180	27993 E. 116TH ST. S.
BLOCK 18 LOT 16	0.140	28003 E. 116TH ST. S.
BLOCK 18 LOT 17	0.149	28013 E. 116TH ST. S.
BLOCK 18 LOT 18	0.151	28027 E. 116TH ST. S.
BLOCK 18 LOT 19	0.244	28033 E. 116TH ST. S.
BLOCK 18 LOT 20	0.211	11609 S. 280TH E. PL.
BLOCK 18 LOT 21	0.154	11617 S. 280TH E. PL.
BLOCK 18 LOT 22	0.145	11627 S. 280TH E. PL.
BLOCK 18 LOT 23	0.145	11635 S. 280TH E. PL.
BLOCK 18 LOT 24	0.145	11645 S. 280TH E. PL.
BLOCK 18 LOT 25	0.163	11653 S. 280TH E. PL.
BLOCK 19 LOT 1	0.196	27919 E. 116TH PL. S.
BLOCK 19 LOT 2	0.126	27929 E. 116TH PL. S.
BLOCK 19 LOT 3	0.126	27937 E. 116TH PL. S.
BLOCK 19 LOT 4	0.126	27947 E. 116TH PL. S.
BLOCK 19 LOT 5	0.126	27955 E. 116TH PL. S.
BLOCK 19 LOT 6	0.126	27963 E. 116TH PL. S.
BLOCK 19 LOT 7	0.126	27971 E. 116TH PL. S.
BLOCK 19 LOT 8	0.126	27981 E. 116TH PL. S.
BLOCK 19 LOT 9	0.142	27989 E. 116TH PL. S.
BLOCK 19 LOT 10	0.228	28004 E. 116TH ST. S.
BLOCK 19 LOT 11	0.139	27978 E. 116TH ST. S.
BLOCK 19 LOT 12	0.244	27952 E. 116TH ST. S.
BLOCK 20 LOT 1	0.161	27906 E. 116TH PL. S.
BLOCK 20 LOT 2	0.133	27916 E. 116TH PL. S.
BLOCK 20 LOT 3	0.133	27926 E. 116TH PL. S.
BLOCK 20 LOT 4	0.133	27934 E. 116TH PL. S.
BLOCK 20 LOT 5	0.133	27942 E. 116TH PL. S.
BLOCK 20 LOT 6	0.133	27952 E. 116TH PL. S.
BLOCK 20 LOT 7	0.133	27960 E. 116TH PL. S.
BLOCK 20 LOT 8	0.133	28002 E. 116TH PL. S.
BLOCK 20 LOT 9	0.133	28012 E. 116TH PL. S.
BLOCK 20 LOT 10	0.158	28020 E. 116TH PL. S.
BLOCK 21 LOT 1	0.138	28003 E. 117TH PL. S.
BLOCK 21 LOT 2	0.138	28013 E. 117TH PL. S.
BLOCK 21 LOT 3	0.138	28021 E. 117TH PL. S.
BLOCK 22 LOT 1	0.138	28031 E. 117TH PL. S.
BLOCK 22 LOT 2	0.141	28041 E. 117TH PL. S.
BLOCK 22 LOT 3	0.142	28051 E. 117TH PL. S.
BLOCK 22 LOT 4	0.142	28057 E. 117TH PL. S.
BLOCK 22 LOT 5	0.142	28067 E. 117TH PL. S.
BLOCK 22 LOT 6	0.166	28075 E. 117TH PL. S.
BLOCK 22 LOT 7	0.166	28085 E. 117TH PL. S.
BLOCK 22 LOT 8	0.166	28095 E. 117TH PL. S.
BLOCK 22 LOT 9	0.166	28105 E. 117TH PL. S.
BLOCK 22 LOT 10	0.166	28115 E. 117TH PL. S.
BLOCK 22 LOT 11	0.166	28125 E. 117TH PL. S.
BLOCK 22 LOT 12	0.166	28135 E. 117TH PL. S.
BLOCK 22 LOT 13	0.166	28145 E. 117TH PL. S.
BLOCK 22 LOT 14	0.166	28155 E. 117TH PL. S.
BLOCK 22 LOT 15	0.166	28165 E. 117TH PL. S.
BLOCK 22 LOT 16	0.166	28175 E. 117TH PL. S.
BLOCK 22 LOT 17	0.166	28185 E. 117TH PL. S.
BLOCK 22 LOT 18	0.166	28195 E. 117TH PL. S.
BLOCK 22 LOT 19	0.166	28205 E. 117TH PL. S.
BLOCK 22 LOT 20	0.166	28215 E. 117TH PL. S.
BLOCK 22 LOT 21	0.166	28225 E. 117TH PL. S.
BLOCK 22 LOT 22	0.166	28235 E. 117TH PL. S.
BLOCK 22 LOT 23	0.166	28245 E. 117TH PL. S.
BLOCK 22 LOT 24	0.166	28255 E. 117TH PL. S.
BLOCK 22 LOT 25	0.166	28265 E. 117TH PL. S.
BLOCK 22 LOT 26	0.166	28275 E. 117TH PL. S.
BLOCK 22 LOT 27	0.166	28285 E. 117TH PL. S.
BLOCK 22 LOT 28	0.166	28295 E. 117TH PL. S.
BLOCK 22 LOT 29	0.166	28305 E. 117TH PL. S.
BLOCK 22 LOT 30	0.166	28315 E. 117TH PL. S.
BLOCK 22 LOT 31	0.166	28325 E. 117TH PL. S.
BLOCK 22 LOT 32	0.166	28335 E. 117TH PL. S.
BLOCK 22 LOT 33	0.166	28345 E. 117TH PL. S.
BLOCK 22 LOT 34	0.166	28355 E. 117TH PL. S.
BLOCK 22 LOT 35	0.166	28365 E. 117TH PL. S.
BLOCK 22 LOT 36	0.166	28375 E. 117TH PL. S.
BLOCK 22 LOT 37	0.166	28385 E. 117TH PL. S.
BLOCK 22 LOT 38	0.166	28395 E. 117TH PL. S.
BLOCK 22 LOT 39	0.166	28405 E. 117TH PL. S.
BLOCK 22 LOT 40	0.166	28415 E. 117TH PL. S.
BLOCK 22 LOT 41	0.166	28425 E. 117TH PL. S.
BLOCK 22 LOT 42	0.166	28435 E. 117TH PL. S.
BLOCK 22 LOT 43	0.166	28445 E. 117TH PL. S.
BLOCK 22 LOT 44	0.166	28455 E. 117TH PL. S.
BLOCK 22 LOT 45	0.166	28465 E. 117TH PL. S.
BLOCK 22 LOT 46	0.166	28475 E. 117TH PL. S.
BLOCK 22 LOT 47	0.166	28485 E. 117TH PL. S.
BLOCK 22 LOT 48	0.166	28495 E. 117TH PL. S.
BLOCK 22 LOT 49	0.166	28505 E. 117TH PL. S.
BLOCK 22 LOT 50	0.166	28515 E. 117TH PL. S.
BLOCK 22 LOT 51	0.166	28525 E. 117TH PL. S.
BLOCK 22 LOT 52	0.166	28535 E. 117TH PL. S.
BLOCK 22 LOT 53	0.166	28545 E. 117TH PL. S.
BLOCK 22 LOT 54	0.166	28555 E. 117TH PL. S.
BLOCK 22 LOT 55	0.166	28565 E. 117TH PL. S.
BLOCK 22 LOT 56	0.166	28575 E. 117TH PL. S.
BLOCK 22 LOT 57	0.166	28585 E. 117TH PL. S.
BLOCK 22 LOT 58	0.166	28595 E. 117TH PL. S.
BLOCK 22 LOT 59	0.166	28605 E. 117TH PL. S.
BLOCK 22 LOT 60	0.166	28615 E. 117TH PL. S.
BLOCK 22 LOT 61	0.166	28625 E. 117TH PL. S.
BLOCK 22 LOT 62	0.166	28635 E. 117TH PL. S.
BLOCK 22 LOT 63	0.166	28645 E. 117TH PL. S.
BLOCK 22 LOT 64	0.166	28655 E. 117TH PL. S.
BLOCK 22 LOT 65	0.166	28665 E. 117TH PL. S.
BLOCK 22 LOT 66	0.166	28675 E. 117TH PL. S.
BLOCK 22 LOT 67	0.166	28685 E. 117TH PL. S.
BLOCK 22 LOT 68	0.166	28695 E. 117TH PL. S.
BLOCK 22 LOT 69	0.166	28705 E. 117TH PL. S.
BLOCK 22 LOT 70	0.166	28715 E. 117TH PL. S.
BLOCK 22 LOT 71	0.166	28725 E. 117TH PL. S.
BLOCK 22 LOT 72	0.166	28735 E. 117TH PL. S.
BLOCK 22 LOT 73	0.166	28745 E. 117TH PL. S.
BLOCK 22 LOT 74	0.166	28755 E. 117TH PL. S.
BLOCK 22 LOT 75	0.166	28765 E. 117TH PL. S.
BLOCK 22 LOT 76	0.166	28775 E. 117TH PL. S.
BLOCK 22 LOT 77	0.166	28785 E. 117TH PL. S.
BLOCK 22 LOT 78	0.166	28795 E. 117TH PL. S.
BLOCK 22 LOT 79	0.166	28805 E. 117TH PL. S.
BLOCK 22 LOT 80	0.166	28815 E. 117TH PL. S.
BLOCK 22 LOT 81	0.166	28825 E. 117TH PL. S.
BLOCK 22 LOT 82	0.166	28835 E. 117TH PL. S.
BLOCK 22 LOT 83	0.166	28845 E. 117TH PL. S.
BLOCK 22 LOT 84	0.166	28855 E. 117TH PL. S.
BLOCK 22 LOT 85	0.166	28865 E. 117TH PL. S.
BLOCK 22 LOT 86	0.166	28875 E. 117TH PL. S.
BLOCK 22 LOT 87	0.166	28885 E. 117TH PL. S.
BLOCK 22 LOT 88	0.166	28895 E. 117TH PL. S.
BLOCK 22 LOT 89	0.166	28905 E. 117TH PL. S.
BLOCK 22 LOT 90	0.166	28915 E. 117TH PL. S.
BLOCK 22 LOT 91	0.166	28925 E. 117TH PL. S.
BLOCK 22 LOT 92	0.166	28935 E. 117TH PL. S.
BLOCK 22 LOT 93	0.166	28945 E. 117TH PL. S.
BLOCK 22 LOT 94	0.166	28955 E. 117TH PL. S.
BLOCK 22 LOT 95	0.166	28965 E. 117TH PL. S.
BLOCK 22 LOT 96	0.166	28975 E. 117TH PL. S.
BLOCK 22 LOT 97	0.166	28985 E. 117TH PL. S.
BLOCK 22 LOT 98	0.166	28995 E. 117TH PL. S.
BLOCK 22 LOT 99	0.166	29005 E. 117TH PL. S.
BLOCK 22 LOT 100	0.166	29015 E. 117TH PL. S.
BLOCK 22 LOT 101	0.166	29025 E. 117TH PL. S.
BLOCK 22 LOT 102	0.166	29035 E. 117TH PL. S.
BLOCK 22 LOT 103	0.166	29045 E. 117TH PL. S.
BLOCK 22 LOT 104	0.166	29055 E. 117TH PL. S.
BLOCK 22 LOT 105	0.166	29065 E. 117TH PL. S.
BLOCK 22 LOT 106	0.166	29075 E. 117TH PL. S.
BLOCK 22 LOT 107	0.166	29085 E. 117TH PL. S.
BLOCK 22 LOT 108	0.166	29095 E. 117TH PL. S.
BLOCK 22 LOT 109	0.166	29105 E. 117TH PL. S.
BLOCK 22 LOT 110	0.166	29115 E. 117TH PL. S.
BLOCK 22 LOT 111	0.166	29125 E. 117TH PL. S.
BLOCK 22 LOT 112	0.166	29135 E. 117TH PL. S.
BLOCK 22 LOT 113	0.166	29145 E. 117TH PL. S.
BLOCK 22 LOT 114	0.166	29155 E. 117TH PL. S.
BLOCK 22 LOT 115	0.166	29165 E. 117TH PL. S.
BLOCK 22 LOT 116	0.166	29175 E. 117TH PL. S.
BLOCK 22 LOT 117	0.166	29185 E. 117TH PL. S.
BLOCK 22 LOT 118	0.166	29195 E. 117TH PL. S.
BLOCK 22 LOT 119	0.166	29205 E. 117TH PL. S.
BLOCK 22 LOT 120	0.166	29215 E. 117TH PL. S.
BLOCK 22 LOT 121	0.166	29225 E. 117TH PL. S.
BLOCK 22 LOT 122	0.166	29235 E. 117TH PL. S.
BLOCK 22 LOT 123	0.166	29245 E. 117TH PL. S.
BLOCK 22 LOT 124	0.166	29255 E. 117TH PL. S.
BLOCK 22 LOT 125	0.166	29265 E. 117TH PL. S.
BLOCK 22 LOT 126	0.166	29275 E. 117TH PL. S.
BLOCK 22 LOT 127	0.166	29285 E. 117TH PL. S.
BLOCK 22 LOT 128	0.166	29295 E. 117TH PL. S.
BLOCK 22 LOT 129	0.166	29305 E. 117TH PL. S.
BLOCK 22 LOT 130	0.166	29315 E. 117TH PL. S.
BLOCK 22 LOT 131	0.166	29325 E. 117TH PL. S.
BLOCK 22 LOT 132	0.166	29335 E. 117TH PL. S.
BLOCK 22 LOT 133	0.166	29345 E. 117TH PL. S.
BLOCK 22 LOT 134	0.166	29355 E. 117TH PL. S.
BLOCK 22 LOT 135	0.166	29365 E. 117TH PL. S.
BLOCK 22 LOT 136	0.166	29375 E. 117TH PL. S.
BLOCK 22 LOT 137	0.166	29385 E. 117TH PL. S.
BLOCK 22 LOT 138	0.166	29395 E. 117TH PL. S.
BLOCK 22 LOT 139	0.166	29405 E. 117TH PL. S.
BLOCK 22 LOT 140	0.166	29415 E. 117TH PL. S.
BLOCK 22 LOT 141	0.166	29425 E. 117TH PL. S.
BLOCK 22 LOT 142	0.166	29435 E. 117TH PL. S.
BLOCK 22 LOT 143	0.166	29445 E. 117TH PL. S.
BLOCK 22 LOT 144	0.166	29455 E. 117TH PL. S.
BLOCK 22 LOT 145	0.166	29465 E. 117TH PL. S.
BLOCK 22 LOT 146	0.166	29475 E. 117TH PL. S.
BLOCK 22 LOT 147	0.166	29485 E. 117TH PL. S.
BLOCK 2		

Preliminary Plat

PUD-R 13-02

The Woods

BLOCKS 18-24

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) AND PART OF THE SOUTHEAST QUARTER, ALL IN 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" 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 THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), A PART OF THE SOUTHWEST QUARTER (SW/4), AND A PART OF THE NORTHWEST QUARTER (NW/4), ALL IN SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE/4; THENCE NORTH 88°44'44" EAST AND ALONG THE NORTH LINE OF THE SE/4, FOR A DISTANCE OF 1024.02 FEET; THENCE SOUTH 1°23'04" EAST FOR A DISTANCE OF 269.37 FEET; THENCE SOUTH 59°13'51" WEST FOR A DISTANCE OF 229.84 FEET; THENCE SOUTH 28°00'00" WEST FOR A DISTANCE OF 297.72; THENCE SOUTH 62°00'00" EAST FOR A DISTANCE OF 440.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 73°00'00" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 58°32'24" EAST FOR A DISTANCE OF 50.09 FEET; THENCE SOUTHEASTERLY ALONG A 25.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 28°00'00" WEST, A CENTRAL ANGLE OF 83°04'48", A CHORD BEARING AND DISTANCE OF SOUTH 13°32'24" EAST FOR 33.16 FEET, FOR AN ARC DISTANCE OF 36.25 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A 390.00-FOOT-RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°39'35", A CHORD BEARING AND DISTANCE OF SOUTH 45°45'01" EAST FOR 126.45 FEET, FOR AN ARC DISTANCE OF 127.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH 36°25'13" EAST FOR A DISTANCE OF 47.52 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A 322.22-FOOT-RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 35°02'09", A CHORD BEARING AND DISTANCE OF SOUTH 18°54'09" EAST FOR 193.98 FEET, FOR AN ARC DISTANCE OF 197.04 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE EAST LINE OF THE WEST HALF OF THE SE/4; THENCE SOUTH 1°23'04" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 327.00 FEET TO A POINT ON THE NORTHERLY LINE OF "THE WOODS BLOCKS 10-17", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (BOOK 2988 PAGE 622-626); THENCE SOUTH 88°36'56" WEST, PERPENDICULAR TO THE EAST LINE, AND ALONG SAID NORTHERLY LINE OF "THE WOODS BLOCKS 10-17", FOR A DISTANCE OF 75.00 FEET; THENCE NORTH 1°23'04" WEST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 327.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 330.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51°10'49", A CHORD BEARING AND DISTANCE OF NORTH 26°58'29" WEST FOR 285.07 FEET, FOR AN ARC DISTANCE OF 294.78 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 99°26'07", A CHORD BEARING AND DISTANCE OF SOUTH 77°43'04" WEST FOR 38.14 FEET, FOR AN ARC DISTANCE OF 43.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°00'00" WEST FOR A DISTANCE OF 71.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 25.00-FOOT-RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 77°42'56", A CHORD BEARING AND DISTANCE OF SOUTH 10°51'28" EAST FOR 31.37 FEET, FOR AN ARC DISTANCE OF 33.91 FEET; THENCE SOUTH 40°17'04" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY ALONG A 160.00-FOOT-RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 49°42'56" WEST, A CENTRAL ANGLE OF 9°25'34", A CHORD BEARING AND DISTANCE OF NORTH 54°25'43" WEST FOR 26.29 FEET, FOR AN ARC DISTANCE OF 26.32 FEET; THENCE SOUTH 28°00'00" WEST FOR A DISTANCE OF 109.80 FEET;

THENCE NORTH 62°00'00" WEST FOR A DISTANCE OF 727.15 FEET; THENCE NORTH 74°56'23" WEST FOR A DISTANCE OF 221.72 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 373.84 FEET; THENCE NORTH 1°13'50" WEST FOR A DISTANCE OF 160.00 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 1°13'50" WEST FOR A DISTANCE OF 180.00 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 395.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 25.00-FOOT-RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°13'50" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG A 25.00-FOOT-RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 1°13'50" EAST, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF SOUTH 43°46'10" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 280.13 FEET; THENCE NORTH 4°00'00" EAST FOR A DISTANCE OF 70.13 FEET; THENCE NORTH 42°13'42" EAST FOR A DISTANCE OF 176.12 FEET; THENCE NORTH 09°54'00" EAST FOR A DISTANCE OF 148.45 FEET; THENCE NORTH 43°44'01" EAST FOR A DISTANCE OF 43.67 FEET; THENCE SOUTH 89°59'56" EAST FOR A DISTANCE OF 112.28 FEET; THENCE NORTH 55°49'27" EAST FOR A DISTANCE OF 89.56 FEET; THENCE NORTH 61°00'00" EAST FOR A DISTANCE OF 140.25 FEET; THENCE NORTH 58°11'15" EAST FOR A DISTANCE OF 221.51 FEET; THENCE NORTH 88°51'31" EAST FOR A DISTANCE OF 65.42 FEET; THENCE SOUTH 41°33'46" EAST FOR A DISTANCE OF 194.18 FEET; THENCE SOUTH 73°02'19" EAST FOR A DISTANCE OF 81.35 FEET TO A POINT ON THE SOUTH LINE OF THE SE/4 NW/4; THENCE NORTH 88°45'01" EAST AND ALONG SAID SOUTH LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,458,699 SQUARE FEET OR 33.487 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:

- ODOT BRASS CAP FOUND AT THE NORTHWEST CORNER OF SECTION 36;
- 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 NINETY-SEVEN (97) 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 18-24" 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 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 UTILITIES 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 PURPOSE OF FURNISHING WATER AND 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 PUBLIC WATER, SANITARY SEWER MAIN, OR STORM SEWERS, 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 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 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.

3. THE 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. STORM WATER DETENTION EASEMENTS

1. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS RESERVES G AND I, DESIGNATED ON THE ACCOMPANYING PLAT AS "STORM WATER DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES WITHIN THE STORM WATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

3. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III. HEREOF) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOME OWNERS ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENTS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
- THE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AS PER CITY CODE OR THE SCHEDULE APPROVED WITH THE STORMWATER DETENTION DESIGN PLANS.
- IN THE EVENT OF THE HOME OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE RESERVE G OR RESERVE I OWNER, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVE G AND I TO THE ASSOCIATION.
- IN THE EVENT THE RESERVES G OR I OWNER, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, SHOULD FAIL TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BECOME A LIEN ON RESERVES G OR I, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILL OF

EACH LOT WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

7. ALL COSTS AND EXPENSES ASSOCIATED WITH THE STORM WATER DETENTION EASEMENT AREAS AND RESERVES G AND I, 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 RESERVES G AND I TO THE ASSOCIATION. THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVES G OR I.

G. RESERVE AREAS

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

2. RESERVES G AND I ARE DESIGNATED FOR STORMWATER DRAINAGE AND DETENTION AND 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. RESERVES G AND I ARE DEDICATED AS "STORM WATER DETENTION EASEMENTS" AS PROVIDED HEREINABOVE.

3. RESERVE H IS DESIGNATED TO BE USED FOR OPEN SPACE AND AQUATIC ECOSYSTEM PRESERVE AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.

4. RESERVE H IS HEREBY IDENTIFIED AND DEDICATED AS A PERPETUAL AQUATIC ECOSYSTEM PRESERVE AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN RESERVE B, INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC. SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF COWETA, OKLAHOMA. IT SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO PROPERLY POST AND MONITOR ALL ACTIVITIES WITHIN RESERVE H TO ENSURE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

5. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, 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 THE RESERVE AREAS TO THE ASSOCIATION. THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

6. 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.

H. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE LOT OR RESERVE AREA OWNER AND COWETA PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 18-24" 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 18-24", 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. LANDSCAPING 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 RECYCLEABLE 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.

Preliminary Plat

PUD-R 13-02

The Woods

BLOCKS 18-24

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) AND PART OF THE SOUTHEAST QUARTER, ALL IN 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 II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

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.

SECTION III. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

TO GOVERN THE SUBDIVISION, THE OWNER HAS FORMED AND ESTABLISHED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND THOSE CERTAIN BYLAWS FILED AT BOOK 2861 AT PAGE 341, COUNTY OF WAGONER RECORDS, "THE WOODS PROPERTY OWNERS ASSOCIATION, INC.", AN OKLAHOMA NON-PROFIT CORPORATION, A HOMEOWNERS ASSOCIATION ("HOA") FORMED AND ESTABLISHED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, WITHIN THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION, "THE WOODS BLOCKS 1-9", FILED AT BOOK 2852, PAGE 876, COUNTY OF WAGONER RECORDS, "THE WOODS BLOCKS 6-9" (BOOK 2892, PAGE 761), "THE WOODS BLOCKS 10-17" (BOOK 2894, PAGE 622), AND THIS SUBDIVISION, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND ANY AND ALL 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 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 HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE 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 THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THE BYLAWS AND AS AMENDED AND AS APPLICABLE TO 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 ERRECTED, 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 SINGLE 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 ERRECTED 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 AND THE FRONT LOT LINE OR THE FRONT LOT LINE AND THE FRONT LOT LINE 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, REALE 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 HOME BUILDER 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. ONE 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 OR ASSOCIATION.

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, 2046, 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 _____, 2027.

TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: LENNAR HOMES OF OKLAHOMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS AGENT UNDER THAT CERTAIN POWER OF ATTORNEY, DATED EFFECTIVE FEBRUARY 21, 2025

BY: U.S. HOME, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) SS

COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____, 2027, 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 OF U.S. HOME, LLC, AS GENERAL PARTNER OF LENNAR HOMES OF OKLAHOMA, LLC, AS AGENT FOR 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 _____, 2027.

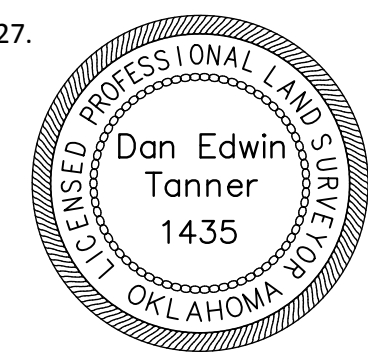
MY COMMISSION EXPIRES _____

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 18-24", 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 _____, 2027.



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

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 _____, 2027, 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



Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Final Plat - The Woods Phase IV Blocks 18-24
Date: 10-20-2024

BACKGROUND

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Final Plat approval of The Woods Phase IV Blocks 18-24, a subdivision of approximately 33.487 acres more or less with 97 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 zoning.
- The property legal description: Part of the North Half of the Southwest Quarter (NE/2 SW/4) and part of the Southeast Quarter (SE/4) 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: A Technical Advisory Committee meeting was held on October 9, 2025. The subdivision will be served by Rural Water District No. 5 for Water and the City of Coweta for Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

PLANNING COMMISSION ACTION

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

Staff recommends the Planning Commission make a recommendation to the City Council for approval of the Final Plat - The Woods Phase IV Blocks 18-24.

ATTACHMENTS

1. Final Plat – The Woods Phase IV Blocks 18-24



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

Memorandum

To: Honorable Chairman, Members of the Planning Commission
From: Tom E Young Jr, City Planner
Re: Final Plat - The Woods Phase V Blocks 25-31
Date: 10-20-2024

BACKGROUND

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Final 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 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: A Technical Advisory Committee meeting was held on October 9, 2025. The subdivision will be served by Rural Water District No. 5 for Water and the City of Coweta for Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

PLANNING COMMISSION ACTION

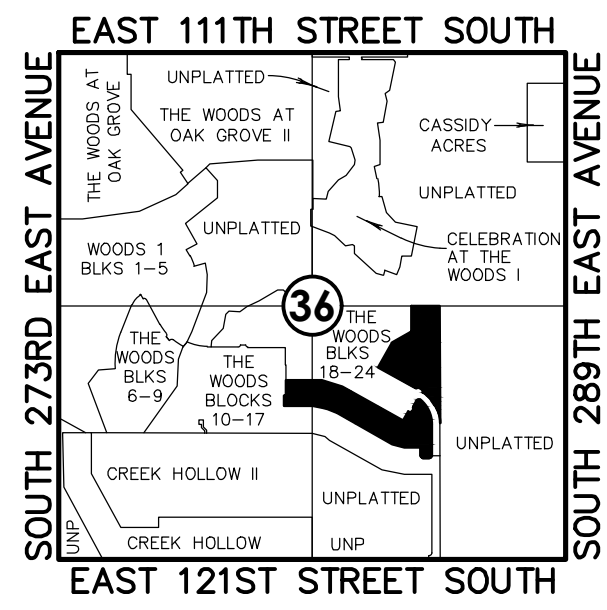
The Planning Commission may make a recommendation to City Council to approve or deny the Final Plat. The Planning Commission may continue the case and require the subdivider to submit a revised final plat before making recommendation to City Council for approval. The subdivider shall be advised of any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

Staff recommends the Planning Commission make a recommendation to the City Council for approval of the Final Plat - The Woods Phase V Blocks 25-31.

ATTACHMENTS

1. Final Plat – The Woods Phase V Blocks 25-31

R 15 E



Location Map

Scale: 1"= 200'



SUBDIVISION CONTAINS:

- ONE-HUNDRED SEVEN (107) LOTS
- IN SEVEN (7) BLOCKS
- WITH ONE (1) RESERVE AREA
- GROSS SUBDIVISION AREA: 20.475 ACRES

Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORD(BRG)(CB)	CHORDDIS(CD)
A	26.32'	160.00'	9°25'34"	S54°25'43"E	26.29'
B	33.91'	25.00'	77°42'56"	N10°51'28"W	31.37'
C	43.39'	330.00'	99°26'07"	N77°43'24"E	38.14'
D	294.77'	330.00'	51°10'40"	S28°58'29"E	285.07'
E	39.27'	25.00'	90°00'00"	S43°36'56"W	35.36'
F	39.27'	25.00'	90°00'00"	N46°23'04"W	35.36'
G	197.04'	322.22'	35°02'09"	N18°54'09"W	193.98'
H	127.01'	390.00'	18°39'35"	N45°45'01"W	126.45'
I	36.25'	25.00'	83°04'48"	N13°32'24"W	33.16'
J	39.27'	25.00'	90°00'00"	S73°00'00"W	35.36'

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(D)	CHORD(BRG)(CB)	CHORDDIS(CD)
1	153.50'	770.00'	11°25'19"	N85°31'10"W	153.25'
2	40.95'	25.00'	93°50'54"	N32°53'04"W	36.52'
3	418.34'	820.00'	29°13'50"	N76°36'55"W	413.82'
4	40.95'	25.00'	93°50'54"	N60°57'50"E	36.52'
5	135.90'	770.00'	10°06'43"	N67°03'22"W	135.72'
6	39.27'	25.00'	90°00'00"	N73°00'00"E	35.36'
7	39.27'	25.00'	90°00'00"	N17°00'00"W	35.36'
8	179.50'	350.00'	29°23'04"	N76°41'32"W	177.54'
9	153.86'	300.00'	29°23'04"	N76°41'32"W	152.18'
10	39.27'	25.00'	90°00'00"	N46°23'04"W	35.36'
11	39.27'	25.00'	90°00'00"	N43°36'56"E	35.36'
12	177.14'	210.00'	48°19'52"	N25°33'00"W	171.94'
13	134.97'	160.00'	48°19'52"	N25°33'00"W	131.00'
14	58.54'	225.00'	14°54'25"	N20°32'47"E	58.37'
15	141.04'	275.00'	29°23'05"	N13°18'28"E	139.50'
16	45.59'	25.00'	104°28'39"	N39°08'45"W	39.53'
17	89.75'	175.00'	29°23'04"	N76°41'32"W	88.77'
18	64.11'	125.00'	29°23'05"	N76°41'32"W	63.41'
19	243.33'	115.00'	121°13'51"	N1°23'04"W	200.41'
20	137.53'	65.00'	121°13'51"	N1°23'04"W	113.28'
21	89.75'	175.00'	29°23'04"	N73°55'24"E	88.77'
22	64.11'	125.00'	29°23'05"	N73°55'23"E	63.41'
23	21.03'	25.00'	48°11'23"	N25°28'46"W	20.41'
24	241.19'	50.00'	276°22'46"	N88°36'56"E	66.67'
25	21.03'	25.00'	48°11'23"	N22°42'37"E	20.41'

Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- 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) FOUND ODOT BRASS CAP STEM AT THE NORTHWEST CORNER OF SECTION 36;
 - (B) FOUND ODOT BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
 THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF COWETA AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 117TH STREET SOUTH, EAST 117TH PLACE SOUTH, AND SOUTH 285TH EAST AVENUE, ALL BEING PUBLIC STREETS.

DATE OF PREPARATION: September 11, 2025

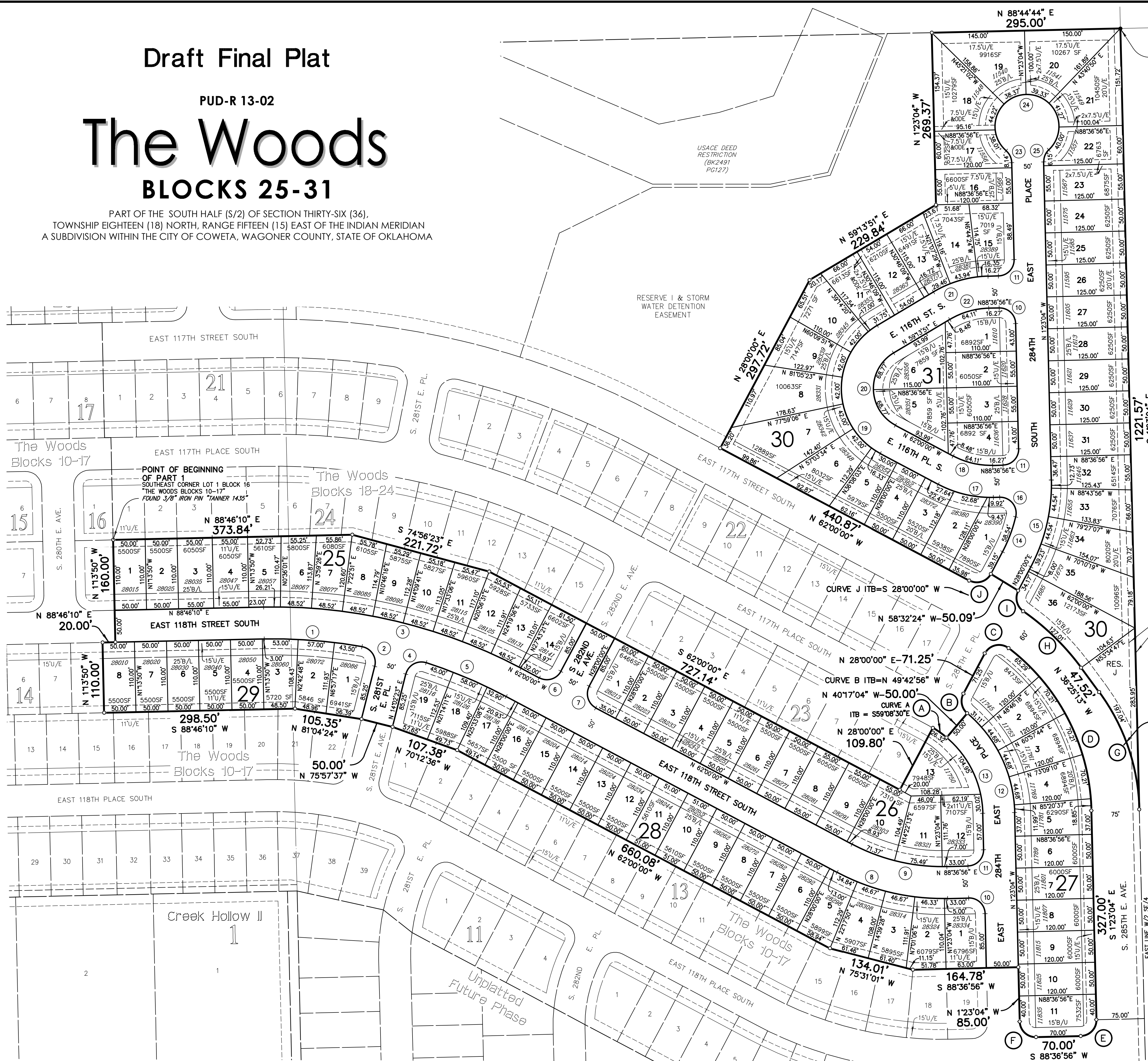
Draft Final Plat

PUD-R 13-02

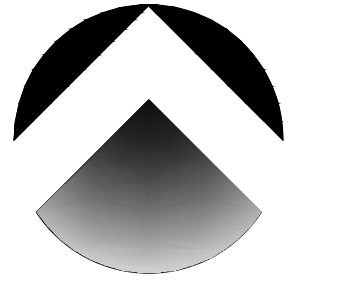
The Woods

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



POINT OF BEGINNING
OF PART 2
NORTHEAST CORNER W/2 SE/4
SECTION 36, T-18-N, R-15-E



NORTH

0 40 80 120

Scale: 1"= 80'

Tanner Consulting

LEGEND

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV/T GOVERNMENT
- ITB INITIAL TANGENT BEARING
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES RESERVE
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- U/E UTILITY EASEMENT
- 1234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2027
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

OWNER:
Tulsa I Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RCH.COM
4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

The Woods Blocks 25-31
SHEET 1 OF 3

Draft Final 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" 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; THENCE NORTH 45°45'01" WEST FOR A DISTANCE OF 126.45 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 LOCALY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- ODOT BRASS CAP FOUND AT THE NORTHWEST CORNER OF SECTION 36;
- 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 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 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

- 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.
- 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 SHOULD FAIL 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 SHOULD THEN FAIL 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) ADOPTED 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
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 DETAILED 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 PLEASANT 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 DETAILED 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.

Draft Final 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

TO GOVERN THE SUBDIVISION, THE OWNER HAS FORMED AND ESTABLISHED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND THOSE CERTAIN BYLAWS FILED AT BOOK 2861 AT PAGE 341, COUNTY OF WAGONER RECORDS, "THE WOODS PROPERTY OWNERS ASSOCIATION, INC.", AN OKLAHOMA NON-PROFIT CORPORATION, A HOMEOWNERS ASSOCIATION ("HOA") FORMED AND ESTABLISHED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, WITHIN THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION "THE WOODS BLOCKS 1-9", FILED AT BOOK 2852, PAGE 876, COUNTY OF WAGONER RECORDS, "THE WOODS BLOCKS 6-9" (BOOK 2892, PAGE 761), "THE WOODS BLOCKS 10-17" (BOOK 2894, PAGE 622), "THE WOODS BLOCKS 18-24" (BOOK _____, PAGE _____), AND THIS SUBDIVISION, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF SAID ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND ANY AND ALL 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 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 HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEED FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, SUCH AS THE PROPERTY DESCRIBED HEREIN, IN WHICH CASE ANY SUCH LANDS/PHASES AND ALL SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, IN ACCORDANCE WITH THE BYLAWS AND AS 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 OWNERS 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 ERRECTED, 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 ERRECTED 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 HOME/BUILDER 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. ONE 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 OR ASSOCIATION.

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, 2046, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREOF.

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 _____, 202__.

TULSA L. DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: LENNAR HOMES OF OKLAHOMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS AGENT UNDER THAT CERTAIN POWER OF ATTORNEY, DATED EFFECTIVE FEBRUARY 21, 2025

BY: U.S. HOME, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____, 202__ , 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 _____ OF U.S. HOME, LLC, AS GENERAL PARTNER OF LENNAR HOMES OF OKLAHOMA, LLC, AS AGENT FOR 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 _____, 202__.

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 _____, 2026.



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

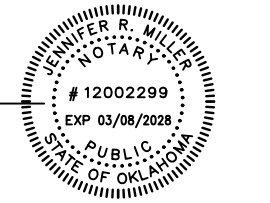
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2026, 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



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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 VI Blocks 32-35
Date: 10-20-2025

BACKGROUND

Applicant

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Preliminary Plat approval of The Woods Phase VI Blocks 32-35, a subdivision of approximately 24.716 acres more or less with 93 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 zoning.
- The property legal description: The property legal description: Part of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) 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 24.716 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 October 9, 2025.

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 - The Woods Phase VI Blocks 32-35 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 VI Blocks 32-35

Preliminary Plat

PUD-R 13-02

The Woods

BLOCKS 32-35

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" 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 THAT IS A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4 SE/4; THENCE SOUTH 88°47'20" WEST AND ALONG THE SOUTH LINE OF THE SW/4 SE/4, FOR A DISTANCE OF 143.51 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°47'20" WEST AND CONTINUING ALONG SAID SOUTH LINE, FOR A DISTANCE OF 516.37 FEET; THENCE NORTH 1°22'36" WEST FOR A DISTANCE OF 330.09 FEET; THENCE SOUTH 88°47'01" WEST FOR A DISTANCE OF 659.83 FEET TO A POINT ON THE WEST LINE OF THE SW4 SE/4; THENCE NORTH 1°22'07" WEST, AND ALONG SAID WEST LINE, FOR A DISTANCE OF 990.07 FEET TO THE NORTHWEST CORNER OF THE SW/4 SE/4, SAID POINT BEING A BOUNDARY CORNER OF "THE WOODS BLOCKS 10-17", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (BOOK 2984 PAGE 622-626);

THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION FOR THE REMAINING TEN (10) COURSES:

SOUTH 77°40'57" EAST FOR A DISTANCE OF 138.33 FEET; THENCE SOUTH 51°23'51" EAST FOR A DISTANCE OF 57.03 FEET; THENCE SOUTH 62°00'00" EAST FOR A DISTANCE OF 627.02 FEET; THENCE SOUTH 79°23'46" EAST FOR A DISTANCE OF 237.81 FEET; THENCE NORTH 88°36'56" EAST FOR A DISTANCE OF 287.32 FEET;

THENCE SOUTH 1°23'04" EAST FOR A DISTANCE OF 627.62 FEET TO A POINT OF CURVATURE; THENCE ALONG A 217.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°24'34", A CHORD BEARING AND DISTANCE OF SOUTH 9°49'13" WEST FOR 84.33 FEET, FOR AN ARC DISTANCE OF 84.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 283.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°13'06", A CHORD BEARING AND DISTANCE OF SOUTH 9°54'57" WEST FOR 109.06 FEET, FOR AN ARC DISTANCE OF 109.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°59'56", A CHORD BEARING AND DISTANCE OF SOUTH 43°47'52" WEST FOR 42.42 FEET, FOR AN ARC DISTANCE OF 47.12 FEET; THENCE SOUTH 0°37'33" EAST FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,076,642 SQUARE FEET OR 24.716 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO NINETY-THREE (93) LOTS IN FOUR (4) 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 35-38," 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 II. 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 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 WITHIN 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 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 SUBDIVISION AND WITHIN THE STREET RIGHT-OF-WAY OF EAST 121ST STREET SOUTH AS DEDICATED BY THIS PLAT. 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 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.

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 K; STORMWATER DETENTION EASEMENT

1. RESERVE K, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS ESTABLISHED BY THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNER 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 K IS DESIGNATED FOR STORMWATER DRAINAGE AND DETENTION, OPEN SPACE, AQUATIC ECOSYSTEM PRESERVE, AND PRIVATE AMENITIES AND RECREATIONAL FACILITIES 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. RESERVE K IS HEREBY IDENTIFIED AND DEDICATED AS A PERPETUAL AQUATIC ECOSYSTEM PRESERVE AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN RESERVE K, INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC., SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF COWETA, OKLAHOMA. IT SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO PROPERLY POST AND MONITOR ALL ACTIVITIES WITHIN RESERVE K TO ENSURE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

4. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS RESERVE K, DESIGNATED ON THE ACCOMPANYING PLAT AS "STORMWATER DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

5. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

6. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORMWATER DETENTION EASEMENT SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III. HEREOF) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOME OWNERS ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
- THE EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AS PER CITY CODE OR THE SCHEDULE APPROVED WITH THE DETENTION DESIGN PLANS.
- IN THE EVENT OF THE HOME OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF RESERVE K, AS SUBJECT TO THE EASEMENT, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVE K TO THE ASSOCIATION.
- IN THE EVENT THE OWNER OF RESERVE K, AS SUBJECT TO THE EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, SHOULD FAIL TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BECOME A LIEN ON RESERVE K, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILL OF EACH LOT WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

7. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE K, 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 K TO THE ASSOCIATION. THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE K.

8. EACH LOT AND RESERVE AREA OWNER AND 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.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 35-38" 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 INJURING 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 35-38", AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*	276.735 ACRES	12,054,576 SQUARE FEET
GROSS:		
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 32-35

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 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 HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE 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 WITH THE FOREGOING, 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 OWNERS 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 ERRECTED, 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 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

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. 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 ERRECTED 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 HOMEBUILDER 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. ONE 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 OR ASSOCIATION.

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, 2046, 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 _____, 2027.

TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: LENNAR HOMES OF OKLAHOMA, LLC, A
DELAWARE LIMITED LIABILITY COMPANY, ITS AGENT
UNDER THAT CERTAIN POWER OF ATTORNEY, DATED
EFFECTIVE FEBRUARY 21, 2025

BY: U.S. HOME, LLC,

A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS _____ DAY OF _____, 2027, 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 OF U.S. HOME, LLC, AS GENERAL PARTNER OF LENNAR HOMES OF OKLAHOMA, LLC, AS AGENT FOR 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 _____, 2027.

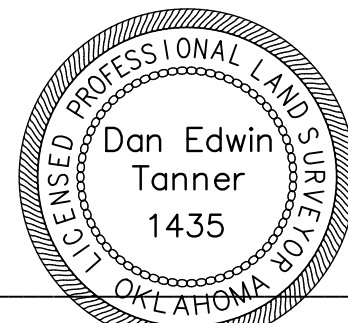
MY COMMISSION EXPIRES _____

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 32-35", 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 _____, 2027.



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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

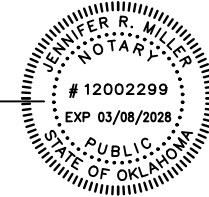
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2027, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY 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 _____