

Preliminary Master Plan (East)

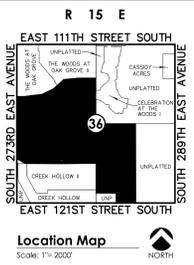
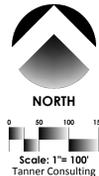
PUD-R 13-02

The Woods

PART 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

OWNER:
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P.O. BOX 745
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PHONE: (573) 429-2187

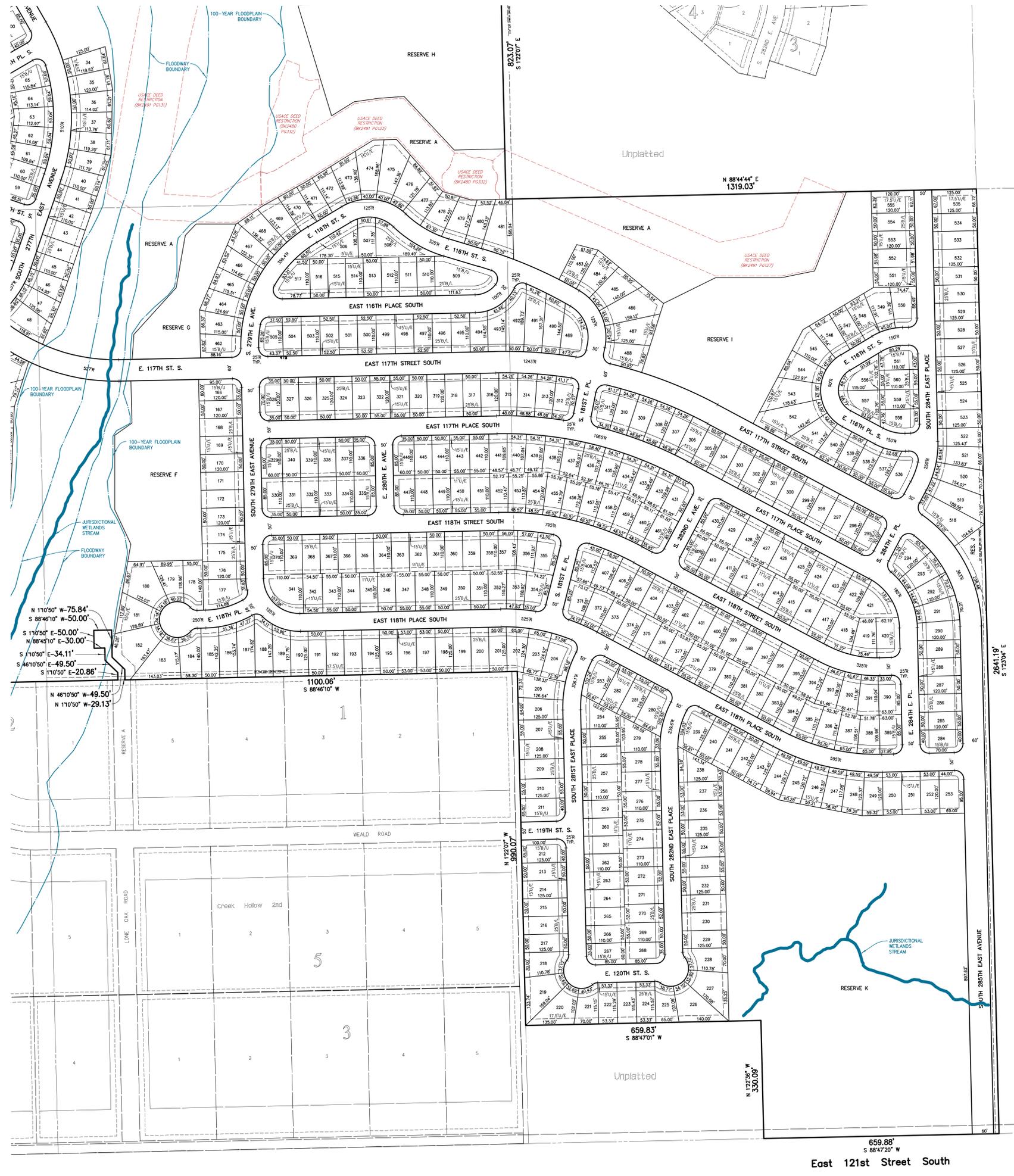
SURVEYOR/ENGINEER:
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OK. CA. NO. 2661, EXP. 06/30/2021
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- LEGEND**
- B/L UNPLATTED
 - B/U UNPLATTED
 - BK PG UNPLATTED
 - CB UNPLATTED
 - CD UNPLATTED
 - CL UNPLATTED
 - A UNPLATTED
 - DOC UNPLATTED
 - ESMT UNPLATTED
 - F/E UNPLATTED
 - GOV/T UNPLATTED
 - UNA UNPLATTED
 - ODE UNPLATTED
 - RES UNPLATTED
 - R/W UNPLATTED
 - U/E UNPLATTED
 - 1234 UNPLATTED
 - UNPLATTED
- BUILDING LINE
BUILDING LINE & UTILITY EASEMENT
BOOK & PAGE
CHORD BEARING
CHORD DISTANCE
CENTERLINE
DELTA ANGLE
DOCUMENT
EASEMENT
FENCE EASEMENT
GOVERNMENT
LIMITS OF NO ACCESS
OVERLAND DRAINAGE EASEMENT
RADIUS
RESERVE
RIGHT-OF-WAY
UTILITY EASEMENT
ADDRESS ASSIGNED
FOUND MONUMENT
SET MONUMENT

Location Map
Scale: 1" = 200'

SUBDIVISION CONTAINS:
FIVE HUNDRED NINETY EIGHT (598) LOTS
WITH ELEVEN (11) RESERVE AREAS
GROSS SUBDIVISION AREA: 229.478 ACRES



- Notes:**
1. 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.
 2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
 3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (S501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(a) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
(b) PK NAIL FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SECTION 36;
THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°47'01" EAST
 4. ADDRESSES SHOWN ON THIS PLAN WERE PROVIDED BY THE CITY OF COWETA AND ARE 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.
 5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY CREEK HOLLOW ROAD AND WEALD ROAD.

DATE OF PREPARATION: June 26, 2020

The Woods
SHEET 1 OF 3

Preliminary Plat

PUD-R 13-02

The Woods

PART 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 MEN BY THESE PRESENTS:

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

A TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) AND THE WEST HALF (W/2) 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 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 36; THENCE SOUTH 1°22'07" EAST AND ALONG THE EAST LINE OF SAID NW/4 FOR A DISTANCE OF 1121.11' TO A POINT AT THE SOUTHEAST CORNER OF BLOCK 4, "THE WOODS AT OAK GROVE II" A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 1334 AT PAGE 888, WAGONER COUNTY RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°22'07" EAST AND CONTINUING ALONG SAID EAST LINE OF THE NW/4 FOR A DISTANCE OF 513.26 FEET TO A POINT ON THE WESTERLY LINE OF "REPLAT OF REPLAT OF CELEBRATION AT THE WOODS", AN ADDITION TO THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 1987 AT PAGE 601, WAGONER COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES; NORTH 89°59'53" WEST FOR A DISTANCE OF 17.56 FEET; THENCE SOUTH 0°00'07" EAST FOR A DISTANCE OF 177.15 FEET; THENCE SOUTH 71°32'38" EAST FOR A DISTANCE OF 23.16 FEET TO A POINT ON THE EAST LINE OF SAID NW/4 OF SECTION 36; THENCE SOUTH 1°22'07" EAST AND CONTINUING ALONG SAID EAST LINE FOR A DISTANCE OF 823.07 FEET TO A POINT AT THE NORTHWEST CORNER OF THE W/2 SE/4 OF SAID SECTION 36; THENCE NORTH 88°44'44" EAST AND ALONG THE NORTH LINE OF SAID W/2 SE/4 FOR A DISTANCE OF 1319.03 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID W/2 SE/4; THENCE SOUTH 1°23'04" EAST AND ALONG THE EAST LINE OF SAID W/2 SE/4 FOR A DISTANCE OF 2641.19 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°47'20" WEST AND ALONG THE SOUTH LINE OF SAID W/2 SE/4 FOR A DISTANCE OF 659.88 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 SAID W/2 SE/4; THENCE NORTH 1°22'07" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 990.07 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE N/2 SW/4 OF SAID SECTION 36; THENCE SOUTH 88°46'10" WEST AND ALONG THE SOUTH LINE OF SAID N/2 SW/4 AND ALONG THE NORTH LINE OF "CREEK HOLLOW II", AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED IN BOOK 6, PAGE 34, WAGONER COUNTY RECORDS, FOR A DISTANCE OF 1100.06 FEET; THENCE NORTH 1°10'50" WEST FOR A DISTANCE OF 29.13 FEET; THENCE NORTH 46°10'50" WEST FOR A DISTANCE OF 49.50 FEET; THENCE NORTH 1°10'50" WEST FOR A DISTANCE OF 75.84 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 1°10'50" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 88°45'10" EAST FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 1°10'50" EAST FOR A DISTANCE OF 34.11 FEET; THENCE SOUTH 46°10'50" EAST FOR A DISTANCE OF 49.50 FEET; THENCE SOUTH 1°10'50" EAST FOR A DISTANCE OF 20.86 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 SW/4; THENCE SOUTH 88°46'10" WEST AND ALONG SAID LINE FOR A DISTANCE OF 1244.31 FEET; THENCE NORTH 61°40'25" WEST FOR A DISTANCE OF 287.89 FEET; THENCE SOUTH 88°44'21" WEST FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST LINE OF SAID N/2 SW/4; THENCE NORTH 1°24'11" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 1177.21 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID N/2 SW/4; THENCE NORTH 1°19'23" WEST AND ALONG THE WEST LINE OF THE NW/4 OF SAID SECTION 36 FOR A DISTANCE OF 909.78 FEET TO A POINT AT THE SOUTHWEST CORNER OF "THE WOODS AT OAK GROVE" A SUBDIVISION IN WAGONER COUNTY, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK PLC4 AT PAGE 392, COUNTY OF WAGONER RECORDS; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING FOUR (4) COURSES; NORTH 88°40'57" EAST FOR A DISTANCE OF 237.20 FEET; THENCE NORTH 81°30'40" EAST FOR A DISTANCE OF 601.95 FEET; THENCE NORTH 63°51'36" EAST FOR A DISTANCE OF 417.63 FEET; THENCE NORTH 46°34'40" EAST FOR A DISTANCE OF 170.04 FEET TO A POINT ON THE SOUTH LINE OF "THE WOODS AT OAK GROVE II", A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 1334 AT PAGE 888, WAGONER COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING THREE (3) NORTH 46°34'38" EAST FOR A DISTANCE OF 301.74 FEET; THENCE NORTH 84°05'25" EAST FOR A DISTANCE OF 507.91 FEET; THENCE NORTH 88°37'53" EAST FOR A DISTANCE OF 569.09 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 9,996,595 SQUARE FEET OR 229.490 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) FOUND XXXXXXXXXXXX;
- B) FOUND XXXXXXXXXXXX;

THE BEARING BETWEEN SAID MONUMENTS BEING XXXXXXXXXXXX.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "THE WOODS," 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 HEREAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

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

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH 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. THE CITY OF COWETA OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER, 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. THE CITY OF COWETA OR ITS 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 OR ITS 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 RIGHTS-OF-WAY OF EAST 1215 STREET SOUTH AND 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. RESERVE AREAS

1. ALL RESERVE AREAS, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED 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. ALL RESERVE AREAS ARE RESERVED 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, FOR STORMWATER DRAINAGE, AND FOR UTILITIES.

3. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINABOVE.

4. RESERVE A, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, IS HEREBY DEDICATED AS A GENERAL UTILITY EASEMENT, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN PRIVATE RECREATIONAL FACILITIES AND USES AS OUTLINED HEREINABOVE.

5. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION III. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA 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. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN SUCH RESERVE AREA, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF SUCH RESERVE AREA TO THE ASSOCIATION. IN THE EVENT THE RESERVE AREA OWNER FAILS TO TIMELY PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COSTS OF MAINTENANCE SHALL BECOME A LIEN ON SUCH 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 RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

7. 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/DEVELOPER DOES HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED BY THE OWNER IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF COWETA, OKLAHOMA, AND PLANS 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 HOME OWNERS ASSOCIATION, AS SET FORTH WITHIN SECTION III. HEREIN, AT ITS 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:

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

5. IN THE EVENT THE HOME OWNERS ASSOCIATION FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, 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 HOME OWNERS ASSOCIATION. IN THE EVENT THE HOME OWNERS ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF COWETA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST ALL OF THE LOTS WITHIN THE SUBDIVISION, 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 RESIDENTIAL LOT 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" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 13-02 ("COWETA CROSSING") AS PROVIDED WITHIN CHAPTER 16 OF THE COWETA, OKLAHOMA ZONING CODE, AND

WHEREAS, PUD NO. PUD-R 13-02 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF COWETA PLANNING COMMISSION ON _____, AND APPROVED BY THE COWETA CITY COUNCIL ON _____ WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. _____) APPROVED _____, 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 ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, 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 HEREAFTER SET FORTH.

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE WOODS 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 WOODS SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF COWETA ZONING CODE AS SUCH PROVISIONS EXISTED ON _____.

B. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA B (RESIDENTIAL SINGLE-FAMILY- SCHOOL SITE- MUNICIPAL COMMUNITY CENTER, GOLF COURSE/ DRIVING RANGE)

LAND AREA:

276.735 ACRES*	12,054,576 SQUARE FEET
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.

Preliminary Plat

PUD-R 13-02

The Woods

PART 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 II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

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.

MINIMUM YARD REQUIREMENTS PER SECTION 450 OF THE ZONING CODE.

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)
FRONT: 20 FEET
FRONT: 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

B. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA C (RESIDENTIAL MULTI-FAMILY)

LAND AREA:

23.3 ACRES* 1,014,948 SQUARE FEET
23.3 ACRES 1,014,948 SQUARE FEET

* LAND AREA CALCULATIONS MAY DIFFER BETWEEN ORIGINAL PUD (QUOTED HERE) AND THIS PLAT.

PERMITTED USES (TO BE ALLOWED BY RIGHT IN THE RM-1 ZONING DISTRICT):

THOSE PERMITTED PRINCIPAL USES, PERMITTED ACCESSORY USES AND USES PERMITTED BY SPECIAL EXCEPTION IN THE RM-1 ZONING DISTRICT, IN ACCORDANCE WITH SECTIONS 610, 620, 630, 640 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.

MINIMUM YARD REQUIREMENTS PER SECTION 600 OF THE ZONING CODE. AT THE TIME OF THE FILING OF THIS PLAT, THE SAME ARE:

FRONT: 35 FEET FROM EXISTING OR PLANNED RIGHT-OF-WAY (121ST STREET SOUTH)
FRONT: 25 FEET FROM EXISTING OR PLANNED RIGHT-OF-WAY (ALL OTHER STREETS)
REAR: 20 FEET (PRINCIPAL BUILDING)
REAR: 10 FEET (GARAGE APARTMENTS AND DETACHED ACCESSORY BUILDINGS)
REAR: 5 FEET FROM UTILITY EASEMENT (IF GREATER THAN FROM REAR LOT LINE; GARAGE APARTMENTS AND DETACHED ACCESSORY BUILDINGS ONLY)
SIDE (INTERIOR): 5 FEET***
SIDE (STREET): 20 FEET FROM EXISTING OR PLANNED RIGHT-OF-WAY (121ST STREET SOUTH)
SIDE (STREET): 15 FEET FROM EXISTING OR PLANNED RIGHT-OF-WAY (ALL OTHER STREETS)

***FOR PRINCIPAL STRUCTURES OTHER THAN SINGLE- AND TWO-FAMILY DWELLINGS, AN ADDITIONAL 10-FOOT SETBACK SHALL APPLY TO EACH STORY ABOVE ONE (1).

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 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.

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

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION (THE "ASSOCIATION" OR "HOA") TO GOVERN THE SUBDIVISION TO BE KNOWN AS THE WOODS PROPERTY OWNERS ASSOCIATION. 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 SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. 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 TO THE SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER OR ITS ASSIGNEE 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 WITHIN THE WOODS, 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 RESIDENTIAL LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT, 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 RESIDENTIAL LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

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, DRAINAGE FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED.

E. MAINTENANCE COVENANT

EACH OWNER, TENANT, AND OCCUPANT OF A LOT, RESERVE AREA, OR BUILDING WITHIN THE SUBDIVISION SHALL MAINTAIN SUCH PROPERTIES IN A SAFE, CLEAN, AND PROFESSIONAL MANNER. EACH SUCH OWNER, TENANT, AND OCCUPANT SHALL REMOVE, AT THEIR OWN EXPENSE, ANY RUBBISH OR TRASH OF ANY CHARACTER WHICH MAY ACCUMULATE ON THE LOT OR RESERVE AREA. RUBBISH, TRASH, GARBAGE, OR OTHER WASTE SHALL BE KEPT ONLY IN SUITABLE, CLEAN, AND SANITARY CONTAINERS AND EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS. THE OWNER/DECLARANT, AND ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE POWER TO ENFORCE THIS MAINTENANCE COVENANT.

SECTION IV. 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.

B. DURATION

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

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. 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, _____, AN _____ LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 20____.

TJT ENTERPRISES, LLC
AN _____ LIMITED LIABILITY COMPANY

BY _____
[NAME], [TITLE]

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

ON THIS _____ DAY OF _____, 20____, 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 [TITLE] OF TJT ENTERPRISES, LLC, AN _____ LIMITED LIABILITY COMPANY, AND _____ RESPECTIVELY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND _____ RESPECTIVELY 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 _____, 20____.

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", 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 _____, 20____.



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

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, 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.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC