

FINAL PLAT  
of  
**OAKMONT AT CATOOSA**

PAGE 4 OF 4

**OWNER'S CERTIFICATE AND DEDICATION**

2. ALL COSTS AND EXPENSES ASSOCIATED WITH THE SANITARY SEWER SYSTEM, INCLUDING MATINENCE OF VARIOUS IMPROVEMENTS, WILL BE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.  
3. IN THE EVENT THE PROPERTY OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE SANITARY SEWER SYSTEM THEREON LOCATED AS ABOVE PROVIDED, THE CITY OF TULSA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE PRIVATE SANITARY SEWER EASEMENT AND PERFORM SUCH MAINTENANCE, AND THE COSTS THEREOF SHALL BE PAID BY THE PROPERTY OWNERS ASSOCIATION.  
4. IN THE EVENT THE PROPERTY OWNERS ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF TULSA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENTS OF COSTS, AND THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE LOT OWNER. SUCH COSTS OF MAINTENANCE SHALL BECOME A LIEN ON ALL LOTS AS HERINAFTER DEFINED, WHICH MAY BE FORECLOSED BY THE CITY OF TULSA, OKLAHOMA.  
5. THESE COVENANTS SHALL BE IN FULL AFFECT UNTIL MODIFIED BY 60% OF THE LOT OWNERS AND THE APPROVAL OF THE CITY OF CATOOSA CITY COUNCIL.

**SECTION VI. PROPERTY OWNERS ASSOCIATION**

1. THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OR ASSOCIATIONS OF THE OWNERS OF THE LOTS WITHIN OAKMONT AT CATOOSA TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF DEVELOPMENT AND MAINTENANCE OF THE DETENTION AREAS, DRAINAGE STRUCTURES, SANITARY SEWER AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF OAKMONT ESTATES.  
2. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND SHALL BE SUBJECT TO ASSESSMENT FOR MAINTENANCE AND DEVELOPMENT OF THE SPECIFIED AREAS. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

**SECTION VII. FORMATION AND FUNCTIONS OF THE ASSOCIATION**

1. **FORMATION OF ASSOCIATION:** THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.  
2. **PURPOSE OF ASSOCIATION:** THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HERINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.  
3. **ASSOCIATION MAY TAKE ACTION IF NONCOMPLIANCE BY OWNERS: COMPLIANCE EXPENDITURES:** IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME BY THE ASSOCIATION, AFTER WRITTEN NOTICE TO THE OWNER MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS, AND WITH RESPECT TO SUCH LOT OWNER, ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.  
4. **RULES AND REGULATIONS: FINES:** THE ASSOCIATION SHALL BE AUTHORIZED TO AND SHALL HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUEST AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION THROUGH REASONABLE AND UNIFORMLY APPLIED FINES.  
5. **INITIAL PERFORMANCE BY DECLARANT:** THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING ARCHITECTURAL REVIEW COMMITTEE, COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT. DECLARANT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.

**SECTION VIII. OPERATION OF THE ASSOCIATION: ASSESSMENTS**

**DECLARANT:** THE DEVELOPER, ITS SUCCESSORS AND ASSIGNEES, NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGNEE OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR OR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HERINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.  
1. **MEMBERSHIP IN THE ASSOCIATION:** THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT; PROVIDED, HOWEVER, IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT DURING THE TIME SUCH CONTRACT IS IN FORCE, IF THE CONTRACT VENDOR IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.  
2. **BOARD OF DIRECTORS:** THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION, THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.  
3. **CERTIFICATE OF INCORPORATION AND BYLAWS:** THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION, SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS, BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.  
4. **ASSESSMENTS:** ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION VI, 5 HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JANUARY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMIANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE IN JANUARY 2009.  
5. **ANNUAL ASSESSMENT: OAKMONT AT CATOOSA**  
A. THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2009, SHALL BE DETERMINED BY THE DEVELOPER. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN IV 5(B) BELOW.  
B. THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER JANUARY 1, 2009, MAY BE INCREASE TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION 5.5 ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.  
6. **USE OF ASSESSMENT FUNDS:** ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE DETENTION AREAS AND ASSOCIATED STORM SEWER AND OTHER PROPERTY OF THE ASSOCIATION, IF ANY; FOR MAINTENANCE OF THE PRIVATE SANITARY SEWER LINES; FOR STREET CLEANING; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, IN THE OPINION OF THE ASSOCIATION, FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSE OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

7. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:** IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.  
8. **LIEN FOR ASSESSMENT, FINES AND COMPLIANCE EXPENDITURES:** THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTION THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF CREEK COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER SHALL BE SUPERIOR TO ANY HOME STEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AND EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.  
9. **SUCCESSOR'S LIABILITY FOR ASSESSMENTS:** THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF, WHICH SALE OR TRANSFER SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS THEREOF WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. UPON ACQUISITION OF TITLE TO A LOT, AN OWNER SHALL BE BOUND BY THE TERMS HEREOF.  
10. **NO OFFSETS:** ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT BEEN PROPERLY EXERCISING ITS DUTIES AND POWERS UNDER THIS DECLARATION.

**SECTION IX. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

**A. ENFORCEMENT**  
THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION, CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION I, II, III, IV & V HEREOF MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY THE CITY OF CATOOSA, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE ENFORCED BY APPROPRIATE ACTION IN ANY COURT OF COMPETENT JURISDICTION, IN SUCH MANNER AS MAY BE PROVIDED BY LAW, INCLUDING EQUITABLE OR INJUNCTIVE RELIEF. IN ANY SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS.  
**B. DURATION**  
THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2030, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER 2030, THE THEN MAJORITY, 60% BY LAW, OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION WITH THE APPROVAL OF THE CITY OF CATOOSA CITY COUNCIL AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA.  
**C. AMENDMENT OR TERMINATION**  
THE COVENANTS CONTAINED WITHIN SECTION I EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE AFFECTED LOTS AND BY THE CITY OF CATOOSA, OKLAHOMA.  
**D. SEVERABILITY**  
INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OF ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

**PLANNING COMMISSION APPROVAL**

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CATOOSA PLANNING COMMISSION ON THIS 8 DAY OF OCT, 2009.

*Michael W. Appel*  
CHAIRMAN/SECRETARY

**CITY COUNCIL APPROVAL**

BE IT RESOLVED BY THE CITY COUNCIL OF CATOOSA, OKLAHOMA, THAT THE DEDICATIONS BUT NOT THE MAINTENANCE OF UTILITY EASEMENTS AND ROAD RIGHT-OF-WAY, SHOWN ON THE ATTACHED PLAT OF OAKMONT AT CATOOSA ARE HEREBY ACCEPTED. THE MAINTENANCE OF ANY DRAINAGE EASEMENTS AND RESERVE AREAS SHALL REMAIN THE RESPONSIBILITY OF THE DEVELOPER UNTIL OR UNLESS ASSUMED BY A MANDATORY HOMEOWNERS ASSOCIATION. THE ROADS WILL BE MAINTAINED BY THE CITY OF CATOOSA, OKLAHOMA, ONLY UPON CERTIFICATION BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF OKLAHOMA THAT THE CONSTRUCTION OF SAID ROADS IS IN ACCORDANCE WITH THE CITY OF CATOOSA STANDARDS. FURTHER, ANY MAINTENANCE OF SAID ROADS SHALL BE CONDITIONED UPON FORMAL ACCEPTANCE OF SAID ROADS BY A SEPARATE ACTION OR RESOLUTION OF THE CITY COUNCIL OF CATOOSA, OKLAHOMA.

ACCEPTED THIS 8 DAY OF Aug. 2008.

*Rita Linkin*  
MAYOR



*Judy Bullard*  
CITY CLERK

I, JACK MEYER, AS MEMBER/MANAGER OF MEYER HOLDINGS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY DO HEREBY CERTIFY THAT MEYER HOLDINGS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY IS THE RECORD OWNER OF THE LAND SHOWN ON THE ANNEXED PLAT OF CATOOSA, OKLAHOMA, AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH CONSENT, AND THAT OWNER HEREBY DEDICATE TO THE PUBLIC USE ALL THE STREETS AS SHOWN ON SAID ANNEXED PLAT; THAT THE EASEMENTS AS SHOWN ON THE ANNEXED PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT OWNER HEREBY GUARANTEES A CLEAR TITLE TO ALL OF THE LANDS SO DEDICATED FROM ITSELF, IT SUCCESSORS AND ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE.  
IN WITNESS WHEREOF, JACK MEYER AS MEMBER/MANAGER OF MEYER HOLDINGS, LLC, HAS EXECUTED THIS INSTRUMENT THIS 1st DAY OF August, 2008.

*Jack Meyer*  
JACK MEYER, MEMBER/MANAGER

STATE OF Oklahoma )  
COUNTY OF Wagoner ) SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF August, 2008 BY JACK MEYER AS MEMBER/MANAGER OF MEYER HOLDINGS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

November 15 2011  
MY COMMISSION EXPIRES



*Shannon Roberts*  
NOTARY PUBLIC

**CERTIFICATE OF SURVEY**

I, KENNY A. ISAACS, PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "OAKMONT AT CATOOSA", A DEVELOPMENT IN CATOOSA, OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THE REQUIREMENTS OF CATOOSA, OKLAHOMA.

EXECUTED THIS 1st DAY OF August, 2008.

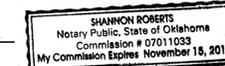


*Kenny A. Isaacs*  
KENNY A. ISAACS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
OKLAHOMA NO. 1213

STATE OF Oklahoma )  
COUNTY OF Wagoner ) SS.

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 1st DAY OF August, 2008. PERSONALLY APPEARED TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AS THE PRESIDENT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

November 15 2011  
MY COMMISSION EXPIRES



*Shannon Roberts*  
NOTARY PUBLIC

**CERTIFICATE OF ENGINEER**

I, NICOLE PELTIER, A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT ALL CONSTRUCTION AND DRAINAGE PLANS FOR "OAKMONT AT CATOOSA", A DEVELOPMENT IN CATOOSA, OKLAHOMA HAVE BEEN PREPARED IN ACCORDANCE WITH AND MEET OR EXCEED THE STANDARDS AND REQUIREMENTS OF CATOOSA, OKLAHOMA.

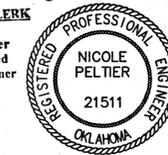
EXECUTED THIS 1st DAY OF August, 2008.



**CERTIFICATE OF WAGONER COUNTY CLERK**

I, Carolyn Kusler, the County Clerk of Wagoner County, do here now state the subdivision called Oakmont at Catoosa has been filed into Wagoner County Records.

*Carolyn Kusler*  
Carolyn Kusler, Wagoner County Clerk



*Nicole Peltier*  
NICOLE PELTIER  
PROFESSIONAL ENGINEER  
OKLAHOMA NO. 21511

**CERTIFICATE OF THE COUNTY TREASURER**

I, Carolyn Kusler, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF WAGONER COUNTY, STATE OF OKLAHOMA. THAT THE TAX RECORDS OF WAGONER COUNTY SHALL ALL TAXES ARE PAID FOR THE YEAR 2008 AND PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT OF OAKMONT AT CATOOSA IN WAGONER COUNTY, OKLAHOMA; AND THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE WAGONER COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEAR'S TAXES; AND FURTHER FIND AND CERTIFY THAT ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST SAID LAND.

*Carolyn Kusler*  
COUNTY TREASURER

8-20-08  
DATE

Certified True Copy  
CAROLYN KUSLER, COUNTY CLERK  
Wagoner County, Okla.

By *Carolyn Kusler*



PLC5 - 406A

2008-12098 Book: 1774 pg: 19  
8/20/2008 2:40 PM pgs: 19 - 19  
Fees: \$78.00 Doc: \$0.00  
Carolyn M. Kusler, County Clerk  
Wagoner County, State of Oklahoma