

Deed of Dedication Remington Trails

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Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma
PLC 1-47A

THAT SUNCRAFT HOMES, INC., HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 32; THENCE N 89° 50' 16" W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 2639.07 FEET, TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE N 00° 07' 40" E, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 825.45 FEET; THENCE S 89° 50' 16" E, PARALLEL TO AND 825.45 FEET FROM SAID SOUTH LINE, A DISTANCE OF 2638.00 FEET, TO THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4); THENCE S 00° 03' 11" W, ALONG SAID EAST LINE, A DISTANCE OF 138.22 FEET; THENCE N 89° 56' 49" W A DISTANCE OF 580.00 FEET; THENCE S 00° 03' 11" W, PARALLEL TO AND 580.00 FEET FROM SAID EAST LINE, A DISTANCE OF 376.00 FEET; THENCE S 89° 56' 49" E A DISTANCE OF 580.00, TO SAID EAST LINE; THENCE S 00° 03' 11" W, ALONG SAID EAST LINE, A DISTANCE OF 311.23 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4) AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,959,901.01 SQUARE FEET / 44.99 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 59 LOTS AND 3 BLOCKS, AS SHOWN ON THE ATTACHED PLAT AND SURVEY THEREOF, AND HAS DESIGNATED THE SUBDIVISION AS "REMINGTON TRAILS", A SUBDIVISION OF A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 32, T-18-N, R-15-E, WAGONER, COUNTY, STATE OF OKLAHOMA, AND

SECTION I UTILITY EASEMENTS AND RIGHTS-OF-WAY

THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE OF STREET RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (REMINGTON TRAILS) AND FURTHER DEDICATES FOR PUBLIC USE RIGHTS-OF-WAY AND THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERRECTED, INSTALLED OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

A. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE EAST SIDE OF THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENTS.
- ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREET SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.
- EXCEPT FOR HOUSES ON LOTS DESCRIBED IN PARAGRAPH 1 ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN 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 HOUSE AS MAY BE LOCATED UPON THE LOT; PROVIDED THAT, UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR HOUSE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE HOUSE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY CAUSED OR FOR DAMAGE OR RELOCATION OF SUCH FACILITIES NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION FACILITIES ELECTRIC, TELEPHONE OR CABLE TELEVISION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

B. WATER SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS LOCATED ON HIS LOT.
- WITHIN RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ATTACHED PLAT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON COMPLETION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN SHALL BE PROHIBITED.
- THE WAGONER COUNTY RURAL WATER DISTRICT NO. 4, HEREINAFTER REFERRED TO AS "RWD 4", OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- RWD 4, OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL RESTRICTED WATERLINE EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE WATER FACILITIES OWNED BY IT.
- THE FOREGOING COVENANTS CONCERNING THE WATER FACILITIES SHALL BE ENFORCEABLE BY RWD 4, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

- THE SUPPLIER OF NATURAL GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF NATURAL GAS FACILITIES INSTALLED BY THE SUPPLIER OF NATURAL GAS SERVICE.

- THE SUPPLIER OF NATURAL GAS SHALL HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND NATURAL GAS FACILITIES LOCATED ON HIS LOT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND NATURAL GAS FACILITIES SHALL BE PROHIBITED.

- THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENT OR CONTRACTORS.

- THE FOREGOING COVENANTS CONCERNING UNDERGROUND NATURAL GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF NATURAL GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. DRAINAGE EASEMENTS

- DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO WAGONER COUNTY OR IT'S SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES. THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
- NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF WAGONER COUNTY.
- THE OWNER OF EACH LOT UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.
- IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, WAGONER COUNTY OR IT'S DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR AND THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT THE OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF THE MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND THE RECEIPT OF A STATEMENT OF COSTS, WAGONER COUNTY, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY WAGONER COUNTY.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY WAGONER COUNTY AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

- THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE COUNTY OF WAGONER, OKLAHOMA.

F. LIMITS OF NO ACCESS

- THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREETS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY THE WAGONER COUNTY PLANNING COMMISSION OR IT'S SUCCESSORS WITH WAGONER COUNTY APPROVAL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.
- THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY WAGONER COUNTY, AND THE OWNERS OF THE LOT AGREES TO BE BOUND HEREBY.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS:

- THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING WITHIN THE UTILITY EASEMENTS WHICH MAY RESULT FROM NECESSARY USE FOR OR MAINTENANCE AND INSTALLATION OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, NATURAL GAS, COMMUNICATIONS OR TELEPHONE FACILITIES PROVIDED, HOWEVER, WAGONER COUNTY, OKLAHOMA, RURAL WATER DISTRICT #4, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

H. PRIVATE SANITARY SEWERAGE

- WITHIN THIS SUBDIVISION, SEWERAGE IS INITIALLY INTENDED TO BE DISPOSED OF BY INDIVIDUAL SEPTIC TANK DISPOSAL SYSTEMS OR ALTERNATIVE SEPTIC SYSTEMS WHICH ARE SUBJECT TO REGULATION BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.
- THE APPROVAL AND RELEASE OF THE PLAT OF THIS SUBDIVISION DOES NOT CONSTITUTE A GUARANTY OR WARRANTY THAT EACH SEPTIC TANK SYSTEM OR ALTERNATIVE SEPTIC SYSTEM WILL FUNCTION PROPERLY.
- NO SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM SHALL BE INSTALLED WITHIN ANY LOT UNTIL THE PLANS THEREFOR HAVE BEEN SUBMITTED TO AND APPROVED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, AND A PERMIT DULY ISSUED.
- IF NOT PROVIDED BY THE DEVELOPER, THE OWNER MAY OR MAY NOT BE RESPONSIBLE FOR SUPPLYING SOIL PERCOLATION TEST RESULTS TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR APPROVAL OF SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEMS.
- THE SEPTIC SYSTEM OR ALTERNATE SEPTIC SYSTEM, AND THE SEWER SERVICE LINE SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED PLANS.
- SUBMITTED TO THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY SHALL INCLUDE A SEWER LINE LOCATED AND DESIGNED TO PERMIT EFFECTIVE CONNECTION TO FUTURE PUBLIC SANITARY SEWER EXTENSIONS TO THE LOT.
- SUBSEQUENT TO INSTALLATION OF THE SEPTIC SYSTEM OR ALTERNATIVE SEPTIC SYSTEM, NO DRIVE, PAVING, SWIMMING POOL, LAWN SPRINKLER SYSTEM, OR BUILDING SHALL BE CONSTRUCTED OVER THE AREA OF THE LOT CONTAINING THE SEPTIC TANK, SEPTIC SYSTEM LATERAL LINES OR ALTERNATIVE SEPTIC SYSTEM.
- THE FOREGOING COVENANTS CONCERNING SEWERAGE FACILITIES SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY WAGONER COUNTY, OKLAHOMA OR IT'S SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

I. RESERVE AREAS

- THE USE OF RESERVE AREAS A & B DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO STORM WATER DETENTION AND OTHER DRAINAGE FACILITIES, OVERLAND DRAINAGE, OPEN SPACE, FENCING, AND UTILITIES. RESERVE AREAS A & B ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION II.

- THE USE OF RESERVE AREAS E, F & G DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO OPEN SPACE, FENCING, LANDSCAPING, SUBDIVISION IDENTIFICATION SIGNS, AND ENTRY FEATURES, UTILITIES AND RESERVE AREAS E, F & G ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION II.

- THE USE OF RESERVE AREAS C & D DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE LIMITED TO DRAINAGE FACILITIES, OVERLAND DRAINAGE, OPEN SPACE, AND UTILITIES, AND RESERVE AREAS C & D ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNER'S ASSOCIATION, AS SET FORTH WITHIN SECTION II.

- THE USE OF RESERVE AREAS H & I DEPICTED UPON THE ACCOMPANYING PLAT SHALL BE USED FOR TRAFFIC CALMING AND SHALL BE LIMITED TO OPEN SPACE, AND LANDSCAPING. RESERVE AREAS H & I ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNER'S ASSOCIATION, AS SET FORTH WITHIN SECTION II.

J. STORMWATER DETENTION

- THE OWNER/DEVELOPER DOES HEREBY GRANT TO WAGONER COUNTY, OKLAHOMA, AND ESTABLISH, A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREAS A AN(HEREINAFTER REFERRED TO AS THE "DETENTION EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION, AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN RESERVE AREAS A OR B SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY WAGONER COUNTY, OKLAHOMA.
- DETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (TO BE FORMED PURSUANT TO SECTION II) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOMEOWNER'S ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE DETENTION EASEMENT AREA WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE DETENTION EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - THE DETENTION EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
 - IN THE EVENT THE HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREA AS ABOVE PROVIDED, WAGONER COUNTY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE DETENTION EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNER'S ASSOCIATION.
 - IN THE EVENT THE HOMEOWNER'S ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, WAGONER COUNTY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/59TH OF THE COSTS.
- A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY WAGONER COUNTY, OKLAHOMA.

K. OVERLAND DRAINAGE EASEMENTS

- THE OWNER/DEVELOPER DOES HEREBY GRANT TO WAGONER COUNTY, OKLAHOMA AND ESTABLISH PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "ODE" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF WAGONER COUNTY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY WAGONER COUNTY, OKLAHOMA.
- NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY WAGONER COUNTY, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF WAGONER COUNTY, OKLAHOMA.
- THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES SHALL BE MAINTAINED BY THE OWNER OF THE LAND UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT ITS COST IN ACCORDANCE WITH STANDARDS PRESCRIBED BY WAGONER COUNTY, OKLAHOMA. IN THE EVENT THE OWNER OF THE LAND OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, WAGONER COUNTY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LAND. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, WAGONER COUNTY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LAND OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY WAGONER COUNTY, OKLAHOMA, OR THEIR AGENTS.

SECTION II. RESTRICTIONS AND COVENANTS

A. HOMEOWNER'S ASSOCIATION

- THE OWNER AND DEVELOPER OF "REMINGTON TRAILS" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS UNTIL THE ESTABLISHMENT OF "REMINGTON TRAILS" HOMEOWNER'S ASSOCIATION. MEMBERSHIP IN THE HOMEOWNER'S ASSOCIATION, ONCE ESTABLISHED, SHALL BE MANDATORY TO EACH LOT OWNER, OR PART THEREOF IN "REMINGTON TRAILS", BUT ONLY AFTER THE INITIAL OCCUPANCY OF A HOME BUILT ON A LOT, OR PART THEREOF, OR ONE (1) YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER AND DEVELOPER TO A LOT BUYER-WHICHEVER OCCURS FIRST. THE HOMEOWNER'S ASSOCIATION SHALL BE FORMED, AND SHALL FUNCTION ACCORDING TO THE TERMS OF THE ARTICLES OF INCORPORATION, AND THE BY-LAWS. NOTICE OF THE EFFECTIVE DATE OF FORMAL ESTABLISHMENT OF THE HOMEOWNER'S ASSOCIATION SHALL BE FILED AT THE OFFICE OF THE COUNTY CLERK, WAGONER COUNTY, OKLAHOMA, AND INDEXED TO THE PLAT OF "REMINGTON TRAILS".
- DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE HOMEOWNER'S ASSOCIATION ACCORDING TO THE PROVISIONS OF THE ARTICLES AND BY-LAWS, AND THE HOMEOWNER'S ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES OR ASSESSMENTS. DUES OF THE HOMEOWNER'S ASSOCIATION SHALL BE TERMED "BASE DUES". BASE DUES SHALL BE DEFINED AS THOSE NECESSARY TO CONDUCT BUSINESS AND PROVIDE FOR THE COMMON GOOD OF ALL LOT OWNERS IN "REMINGTON TRAILS" AND THEY SHALL EVENLY APPLIED. MAINTENANCE OF COMMON AREAS ARE FOR THE COMMON GOOD, AND THEY SHALL INCLUDE: THE ENTRYWAY FEATURE, INCLUDING TREES AND LANDSCAPING, SPRINKLER SYSTEMS (IF ANY), LIGHTING, AND FENCING AND THE RESERVE AREAS A, B, C, D, E, F, G, H, AND I AS DESIGNATED BY THE PLAT FOR "REMINGTON TRAILS". PAYMENT OF DUES OR ASSESSMENTS ESTABLISHED BY THE HOMEOWNER'S ASSOCIATION SHALL BE MANDATORY ACCORDING TO THE ARTICLES OF INCORPORATION AND/OR BY-LAWS OF THE HOMEOWNER'S ASSOCIATION. THE DUES WILL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE COMMON AREAS OF INTEREST TO THE HOMEOWNER'S ASSOCIATION, AND TO CONDUCT THE AUTHORIZED BUSINESS OF THE HOMEOWNER'S ASSOCIATION. EQUALITY OF DUES TO EACH LOT OWNER IS REQUIRED.

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By *Carolyn Kusler*
DEPUTY