



**SECTION IV
DEVELOPERS RESERVED RIGHTS**

- IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO OWNER/DEVELOPER OR GRANTED TO OWNER/DEVELOPER UNDER THE PROVISIONS OF THIS SPRADLIN ESTATES DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS, OWNER/DEVELOPER HAVE THE RIGHTS AND POWERS SET FORTH IN THIS SECTION IV. ANYTHING IN THIS DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. THE AUTHORITY GRANTED TO THE OWNER/DEVELOPER BY THIS SECTION IV SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT ON THE TURNOVER DATE AS SET FORTH IN PARAGRAPH 3 OF SECTION III OF THIS DEED OF DEDICATION.
- PROMOTION OF SPRADLIN ESTATES. IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION: (A) OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH PROPERTY AS OWNER/DEVELOPER MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS OWNER/DEVELOPER MAY DEEM ADVISABLE; AND (B) OWNER/DEVELOPER AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.
- CONSTRUCTION ON THE PROPERTY WITHIN THE ADDITION. OWNER/DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITH THE ADDITION AS OWNER/DEVELOPER DEEMS TO BE NECESSARY AND APPROPRIATE. OWNER/DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE PROPERTY AS OWNER/DEVELOPER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS OWNER/DEVELOPER MAY REQUIRE. OWNER/DEVELOPER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON SUCH PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIAL ON SUCH PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.
- OTHER RIGHTS. OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH OWNER/DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEDICATION UNDER THIS DEED OF DEDICATION.

**SECTION V
ENFORCEMENT**

- A. GOVERNING DOCUMENTS**
- THE ADDITION'S GOVERNING DOCUMENTS SHALL CONSIST OF THE FOLLOWING DOCUMENTS AS THEY MAY BE AMENDED:
 - ARTICLES OF INCORPORATION OF SPRADLIN ESTATES ASSOCIATION, INC.
 - BY-LAWS OF SPRADLIN ESTATES ASSOCIATION, INC.
 - PLAT AND DEED OF DEDICATION FILED AT THE COUNTY CLERKS OFFICE OF WAGONER COUNTY, OKLAHOMA.
 - RESOLUTIONS OF BOARD OF DIRECTORS OF SPRADLIN ESTATES ASSOCIATION, INC.
 - THE ARCHITECTURAL GUIDELINES (HEREINAFTER "GOVERNING DOCUMENTS") THE GOVERNING DOCUMENTS APPLY TO ALL LOT OWNERS AND OCCUPANTS OF THE PROPERTY WITHIN THE ADDITION AS WELL AS TO OTHER RESPECTIVE TENANTS, GUESTS, INVITEES. IF A DWELLING ON A LOT IS LEASED, THE LEASE SHALL PROVIDE THAT THE TENANT AND ALL OCCUPANTS OF THE LEASED LOT ARE BOUND BY AND OBLIGATED TO COMPLY WITH THE GOVERNING DOCUMENTS. IF ANY COURT SHOULD DETERMINE ANY PROVISION OR THE GOVERNING DOCUMENTS IS INVALID OR INVALID AS APPLIED IN A PARTICULAR INSTANCE, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY OF OTHER PROVISIONS OR APPLICATIONS OF SUCH PROVISIONS.
- B. ENFORCEMENT**
- EVERY OWNER AND OCCUPANT OF A LOT SHALL COMPLY WITH THE GOVERNING DOCUMENTS. THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY IMPOSE SANCTIONS FOR VIOLATION OF THE GOVERNING DOCUMENTS AFTER NOTICE AND A HEARING IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE BY-LAWS. SUCH SANCTIONS MAY INCLUDE WITHOUT LIMITATION:
 - IMPOSING REASONABLE MONETARY FINES WHICH SHALL BE A PERSONAL FINANCIAL OBLIGATION AND SHALL CONSTITUTE A LIEN UPON THE VIOLATORS LOT. IN THE EVENT THAT ANY OCCUPANT, GUEST OR INVITEE OF A LOT VIOLATES THE GOVERNING DOCUMENTS AND A FINE IS IMPOSED, THE FINE SHALL FIRST BE ASSESSED AGAINST THE VIOLATOR, PROVIDED, HOWEVER, IF THE FINE IS NOT PAID BY THE VIOLATOR WITHIN THE TIME SET FORTH BY THE BOARD, THE LOT OWNER SHALL PAY THE FINE UPON NOTICE FROM THE BOARD.
 - EXERCISING SELF-HELP OR TAKING ACTION TO ABATE AND VIOLATION OF THE GOVERNING DOCUMENTS, IN A NON-EMERGENCY SITUATION.
 - REQUIRING A LOT OWNER, AT HIS OR HER OWN EXPENSE, TO REMOVE ANY STRUCTURE OR IMPROVEMENT ON SUCH OWNER'S LOT IN VIOLATION OF THE GOVERNING DOCUMENTS AND TO RESTORE THE LOT TO ITS PREVIOUS CONDITION. UPON THE FAILURE OF THE LOT OWNER TO DO SO, THE BOARD OR ITS DESIGNEE SHALL HAVE THE RIGHT TO ENTER ON THE LOT, REMOVE THE VIOLATION AND RESTORE THE LOT TO SUBSTANTIALLY THE SAME CONDITION AS PREVIOUSLY EXISTED AND ANY SUCH ACTION SHALL NOT BE DEEMED A TRESPASS.
 - LEVYING A SPECIFIC ASSESSMENT TO COVER COSTS IN BRINGING A LOT OWNER OR A LOT INTO COMPLIANCE WITH THE PROVISIONS OF THE GOVERNING DOCUMENTS, PROVIDED THE BOARD OF DIRECTORS SHALL GIVE THE LOT OWNER PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR A HEARING IN ACCORDANCE WITH THE BY-LAWS, BEFORE LEVYING A SPECIFIC ASSESSMENT UNDER THIS SUBSECTION.
- C. CORRECTION ASSESSMENT**
- IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OF THE OWNER/DEVELOPER SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE LOT WHERE THE COVENANT VIOLATION(S) EXISTS, AND PROVIDED SUCH VIOLATION IS NOT CORRECTED WITHIN THE TIME PERIOD PROVIDED FOR IN THE NOTICE, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S). THE COST FOR CURING THE VIOLATION(S) SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE ENFORCED AND FORECLOSED AS CONTAINED HEREIN.

**SECTION VI
MISCELLANEOUS AMENDMENT**

- A. NO WAIVER**
- THE FAILURE OF THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION, OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.
- B. SEVERABILITY**
- INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- C. DISCLAIMER OF WARRANTY**
- EXCEPT AS EXPRESSLY PROVIDED IN WRITING, OWNER/DEVELOPER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADDITION, INCLUDING (WITHOUT LIMITATION) ANY RESERVE AREA OR IMPROVEMENT THEREIN, THE SUFFICIENCY OF UTILITIES, THE IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.
- D. BINDING EFFECT; AMENDMENT**
- THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF FIFTEEN (15) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF TEN (10) YEARS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BE PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE OWNER/DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY AMEND THE COVENANTS AS FOLLOWS.
 - THIS DECLARATION MAY BE AMENDED UNILATERALLY BY OWNER/DEVELOPER AT ANY TIME:
 - IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH.
 - IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION.
 - IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION.
 - TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION.
 - TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH OWNER/DEVELOPER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS.
 - IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO OWNER/DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF THE POWER TO OWNER/DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE OWNER/DEVELOPER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME OWNER/DEVELOPER HAS SOLD ALL OF ITS LOTS IN THE ADDITION.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC., HEREBY CERTIFY THAT WE ARE THE OWNERS AND THE PERSON OR PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT:

A TRACT OF LAND IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E, IB8M, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NW1/4 OF SAID SECTION 1; THENCE DUE NORTH A DISTANCE OF 250.00 FEET; THENCE N 89° 45' 53" E A DISTANCE OF 496.75 FEET; THENCE S 07° 21' 15" E A DISTANCE OF 251.94 FEET; THENCE S 89° 45' 53" W A DISTANCE OF 529.00 FEET TO THE POINT OF BEGINNING.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AND HAVE CAUSED THIS PLAT TO BE MADE OF SAID TRACT SHOWING ACCURATE DIMENSION OF LOTS AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS SPRADLIN ESTATES AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS 26 DAY OF MARCH, 2019.

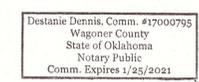
Ronald T. Spradlin
RONALD T. SPRADLIN, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED RONALD T. SPRADLIN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO ON BEHALF OF ABUNDANT RAIN MINISTRIES INC., SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS 20th DAY OF MARCH, 2019.

Destanie Dennis
NOTARY PUBLIC



MY COMMISSION EXPIRES: 1-25-21

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, TONY ROBISON, A RESIDENT OF THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND PLATTED INTO LOTS THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. I FURTHER CERTIFY THAT THIS PLAT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 20 DAY OF MARCH, 2019.

Tony Robison
TONY ROBISON, LAND SURVEYOR 1686

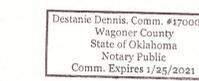


STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED TONY ROBISON, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE CERTIFICATE OF SURVEYS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS 20th DAY OF MARCH, 2019.

Destanie Dennis
NOTARY PUBLIC



MY COMMISSION EXPIRES: 1-25-21

CERTIFICATE OF COWETA PLANNING COMMISSION

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION DO CERTIFY THAT THE PROPOSED SUB-DIVISION "SPRADLIN ESTATES" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

Neloni Jan
CHAIRMAN

CERTIFICATE OF CITY OF COWETA

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL ON March 4, 2019.

BY *Evette Maus*
MAYOR OR VICE MAYOR

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

BY *Destanie Dennis*
CITY CLERK



CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA, DOES HEREBY NOW CERTIFY THAT THE PLAT OF SURVEY FOR THE SUBDIVISION KNOWN AS SPRADLIN ESTATES HAS BEEN FILED INTO THE CITY OF COWETA RECORDS.

Lori Hendricks
COUNTY CLERK



CERTIFICATE OF WAGONER COUNTY TREASURER

I, DANA PATTON, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL OF THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2018-16 Tax Due 2019

DATED THIS 20th DAY OF MARCH, 2019.

Dana A. Patton
COUNTY TREASURER



Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla
By *Destanie Dennis*