

Deed of Dedication and Restrictive Covenants THE WOODS AT OAK GROVE II

362B

KNOW ALL MEN BY THESE PRESENTS:

That Andy Franks is the owner of the following described real estate in Wagoner County, State of Oklahoma.

A tract of land located in the NW/4 of Section 36, T-18-N, R-15-E, Wagoner County, Oklahoma, more particularly described as follows:

Beginning at the NE corner of the said NW/4; thence S-88°43'00"-W along the north line of said Section 36 a distance of 1927.76 ft. to a point being 710.0 ft. easterly of the NW corner of said Section 36; thence S-1°17'00"-E a distance of 225.0 ft.; thence N-88°43'00"-E a distance of 34.51 ft.; thence S-1°17'00"-E a distance of 371.31 ft.; thence S-41°49'15"-E a distance of 832.58 ft.; thence S-54°16'29"-W a distance of 31.96 ft.; thence S-35°43'31"-E a distance of 143.47 ft.; thence N-46°34'26"-E a distance of 301.74 ft.; thence N-84°05'13"-E a distance of 507.91 ft.; thence N-88°37'41"-E a distance of 569.09 ft. to the east line of said NW/4; thence N-1°22'19"-W along said east line a distance of 1121.11 ft. to the point of beginning. This described tract of land contains 47.60 acres more or less.

WHEREAS, the said owner has caused the above described property to be surveyed, platted and staked in conformity with the plat thereon, which they hereby adopt as the plat of the above described land as THE WOODS AT OAK GROVE II, a subdivision in Wagoner County, Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

The undersigned owner, Andy Franks, dedicates for the public use of street rights-of-way as shown on the accompanying plat and further dedicates for the public use utility easements and rights-of-way as shown and designated on the plat for the several purposes of construction, maintaining, operating, repairing, and/or receiving any and all public utilities, including the storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines, and waterlines, cable television, 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 the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground construction will be placed, erected, installed or permitted upon the easements for rights-of-way as shown, provided, however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water and sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on the plat, both for the furnishings of water and sewer services to the area included in the plat.

SECTION II. UTILITIES, EASEMENTS, ELECTRIC, GAS, WATER, SEWER SERVICE AND COMMUNICATIONS, LIMITS OF NO ACCESS

A. ELECTRIC SERVICE, NATURAL GAS SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE

In connection with the installation of underground electric, natural gas, telephone and cable television services, all of the lots are subject to the following:

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the most northerly and easterly perimeter of the subdivision if located within a utility easement as depicted on the accompanying plat. All other supply lines shall be located underground in the easement way reserved for general utilities shown on the plat. Service pedestals and transformers, as sources of supply at secondary voltages, shall be also located in such easement ways.

2. Underground service cables to all houses which may be located on all lots in this subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable to a particular house, the supplier of electric service, natural gas service, telephone or cable television service, shall thereafter be deemed to have a definitive, permanent and effective right-of-way easement on each lot covering a 5 foot strip extending 2.5 feet on each side of such service cable extending from the service pedestal or transformer to the service entrance on said house.

3. The supplier of electric, natural gas, telephone, and cable television service, through their proper agents and employees shall at all times have the right of access to all such easement ways shown on the plat, or provided for in this dedication for the purposes of installation, maintaining, removing, or replacing any portion of said underground electric, natural gas, telephone, or cable television so intalled by it.

4. The owner of each lot shall be responsible for the protection of the underground electric, natural gas, telephone, and cable television facilities located on their property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, natural gas, telephone or cable television facilities. The supplier will be responsible for ordinary maintenance or underground electric, natural gas, telephone or cable television facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or its agents or contractors.

5. The foregoing covenants concerning underground electric, natural gas, telephone, and cable television facilities shall be enforceable by the supplier of electric, natural gas, telephone or cable television service, and the owner of each lot agrees to be bound thereby.

B. WATER AND SEWER SERVICE IN CONNECTION WITH THE PROVISION OF WATER AND SANITARY SEWER, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, TO-WIT:

1. The owner of each lot shall be responsible for the protection of the public water maintenance and the public sanitary sewer facilities located on their lot and shall prevent the alteration of grade in excess of three feet (3') from the original contours of any construction activity which may interfere with said public water mains and/or sanitary sewer facilities. Said alteration of grade restrictions shall be limited to easement areas.

2. The City of Coweta or its successors (the 'city') will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or their agents or contractors.

3. The city, through its proper agents and employees, shall at all times have right of access with their equipment to all such easement ways shown on the plat or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground water and sewer facilities.

4. The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Coweta, and the owner of the lot agrees to be bound thereby.

C. OWNER RESPONSIBILITY WITHIN EASEMENTS. The owner of each lot shall be responsible for the repair and replacement of any damaged fencing, landscaping or paving located within the utility easements located on their lot in the event it is necessary to repair, maintain or construct any underground water or sewer mains, storm sewer, electrical, natural gas, communication, cable television or telephone service.

D. LIMITS OF NO ACCESS. The developer hereby relinquishes rights of vehicular ingress or egress from any portion of the subdivision designated on the attached plat as 'limits of no access', which 'limits of no access' may be modified, amended, or released by the Wagoner County Planning Commission or its successor with the concurring approval of the City of Coweta, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto. The forgoing covenants concerning limits of no access shall be enforceable by the City of Coweta.

E. SURFACE DRAINAGE: Each 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 obstruction which would impair the drainage of storm and surface waters over and across their lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the City of Coweta, Oklahoma.

F. RESERVE AREAS 'A', 'B', AND 'C': The reserve areas are hereby dedicated for detention, storm sewer and overland drainage as described in section III of these covenants. Reserve area 'C' is also hereby dedicated for the purpose of establishing and maintaining the entry and landscape area for the use, benefit and enjoyment of the lot owners of The Woods at Oak Grove II. These areas are also reserved for conveyance to the homeowners' association for the purpose of the administration and maintenance thereof.

SECTION III. STORM SEWER AND OVERLAND DRAINAGE EASEMENTS

A. DEDICATION OF RESERVE. Reserve areas A, B, and C are hereby dedicated to the public as a perpetual easement for detention, storm sewer and overland drainage purposes.

B. OTHER USES: The storm sewer and overland drainage easements designated on the plat are hereby dedicated to the public. Utility easements lying within the confines of storm sewer and overland drainage 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 storm sewer and overland drainage purposes.

C. OWNER USE. No building structure, wall, fence, or above or below ground obstructions shall be constructed or placed within any storm sewer or overland drainage easement without approval of the City of Coweta.

SECTION IV. RESERVE AREAS 'A', 'B', AND 'C' STORMWATER DETENTION

A. Owner does hereby dedicate to this City of Coweta, Oklahoma for public use, subject to easements of record, the property designated and shown on the accompanying plat as reserve areas 'A', 'B', and 'C' for the purposes of permitting the flow, conveyance, retention, detention and discharge of stormwater runoff from the various lots within 'The Woods at Oak Grove II'. Reserve areas 'A', 'B', 'C' are also reserved for subsequent conveyance by owner to the homeowners' association for the purpose of the administration and maintenance of the aforesaid storm water detention facilities.

B. Detention, retention, and other drainage facilities constructed within reserve areas 'A', 'B', and 'C' shall be in accordance with standards and specifications approved by the City of Coweta, Oklahoma.

C. Detention, retention, and other drainage facilities shall be maintained by the owner (and the homeowners' association after conveyance for reserve areas 'A', 'B', and 'C' from owner) of 'The Woods at Oak Grove II' to the extent necessary to achieve the intended drainage, retention, and detention functions including repair or appurtenances and removal of obstructions and siltation, said detention facilities shall be maintained by the owner of the Homeowners' Association after conveyance by owner of 'The Woods at Oak Grove II' in accordance to the following standard:

1. Grass areas shall be mowed (in season) at regular intervals of less than four weeks.
2. Concrete appurtenances shall be maintained in good condition and replaced if damaged.
3. Area within easements shall be kept free of debris.

D. In the event the owner should fail to properly maintain the detention, retention, and other drainage facilities or in the event of the placement of an obstruction within, or the alteration of the grade or contour therein, the City of Coweta, Oklahoma, or its 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 Homeowners' Association after the conveyance of reserve areas 'A', 'B', 'C' from owner, in the event the owner or the Homeowners' Association, as the case may be fails to pay the cost of 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 1/108th of said costs shall be a lien against each lot, such lien, however, shall be subordinate to the lien of any first mortgage. A lien established as above provided may be foreclosed by the City of Coweta, Oklahoma.

SECTION IV. RESTRICTIONS AND COVENANTS

For the purpose of providing an orderly development of the subdivision and for the purpose of maintaining conformity of the improvements therein, the following restrictions and covenants are hereby imposed upon the use and occupancy of the lots within the subdivision.

A. HOMEOWNERS' ASSOCIATION

1. Formation. The developer has formed or shall cause to be formed, a Homeowners' Association named 'The Woods at Oak Grove II' Homeowners' association or name similar thereto, (the 'association') for the general purposes of maintaining the entry ways, storm water management and detention areas and reserves, trees, and other common areas to enhance the value, desirability, and attractiveness of the subdivision shall be a member of the association, and membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the association. All members of the association covenant and agree to pay to the association an assessment established by the association, which shall be the minimum amount necessary to adequately maintain common areas of interest including, without limitation, all reserve areas as designated on the plat.

2. Maintenance

A. The association, except as hereinafter provided, shall be responsible for the maintenance and insurance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the association.

B. The fence, wall and other improvements constructed with the easements situated on northside of Lots 1-11 of Block 1, Lots 1 and 23 of Block 5 and Lot 4 of Block 4, as shown on the plat, shall be maintained by the association and the association will be responsible for repair of damage to landscaping, fencing, walls, structures, etc. occasioned by the installation or maintenance of underground utilities.

B. DEVELOPMENT AND CONSTRUCTION STANDARDS

1. Architectural committee:

A. An architectural committee is hereby formed and shall approve all plans for any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained in this subsection. The architectural committee shall consist of not less than one (1) nor more than three (3) members to be appointed by developer until residences have been constructed on all lots in the subdivision; and, thereafter, the members of the architectural committee shall be appointed by the association. Provided, however, that the developer may at any time, in its sole discretion, assign and transfer the responsibility for the appointment of the architectural committee to the association.

B. Architectural plans to be submitted and approved in accordance herewith shall include, at a minimum, the following with regard to each improvement to be constructed or situated upon any lot in the subdivision.

1. An accurate site plan, and
2. an accurate floor plan, and
3. all exterior elevations, and
4. the composition of all roofing and external building materials.

2. All lots shall be used for single family residential use only. No lot shall be divided into two (2) or more separate lots for the purpose of accommodating two (2) or more separate owners or dwellings.

3. No dwelling unit on any lot shall be constructed with less than twelve hundred and fifty (1250) square feet of living area. Multi-story dwellings shall have a minimum of fifteen hundred (1500) square feet of living area, provided however, the first floor shall have a minimum of nine hundred (900) square feet of living area. The computation of square feet of living area shall exclude open porches, garages, or breezeways.

4. Each dwelling shall have a garage with storage facilities for at least two (2) cars.

5. Driveways shall be constructed of concrete consisting of the same color as sidewalks, curbs, etc. within the subdivision and as approved by the architectural committee.

6. No building shall be constructed on any lot in this subdivision which exceeds a height of more than two (2) stories.

7. Structures shall be erected with roof made of composition shingles, color and type, to be approved by the architectural committee.

8. A minimum of 30% coverage (excluding windows and doors) of brick, natural rock and stucco exteriors shall be required on any dwelling or out-building in the subdivision. The architectural committee may approve an exception to this provision upon written request.