PLAT-00932
05/18/2020 02:56:40 PM Pgs: 1
Fee: $35.00
Jeanne M. Heidlage, County Clerk
Rogers County - State of Oklahoma

FINAL PLAT
DEER RUN AT STONE CANYON
PHASE III

AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA
PART OF SECTION SECTION 6, T-20-N, R-15-E, I.B.&M.,
ROGERS COUNTY, STATE OF OKLAHOMA

ZONED: PUD (RS-20 UNDERLYING)
ADDITION HAS 12 LOTS IN 3 BLOCKS & 1 RESERVE
ALL CONTAINED IN 12.22 ACRES MORE OR LESS

OWNER/DEVELOPER:
C.A.B.O. DEVELOPMENT CO., L.L.C.
12150 E. 96th St. N., Suite 202
Owasso, Oklahoma 74055
(918) 272-3282

ENGINEER:
KELLOGG ENGINEERING, INC.
6755 South 4060 Road
Talala, Oklahoma 74080
(918) 275-4080
Cert. of Authorization No. 2788
Renewal Date: June 30, 2021

PLANNER:
PLANNING DESIGN GROUP, INC.
5314 S. Yale Ave., Suite 710
Tulsa, Oklahoma 74135
(918) 628-1255

SURVEYOR:
BENCHMARK SURVEYING
AND LAND SERVICES, INC.
P.O. BOX 1078
Owasso, Oklahoma 74055
(918) 274-9081
Cert. of Authorization No. 2235
Renewal Date: June 30, 2020

SERVICE PROVIDERS:
1. WATER SERVICE TO BE PROVIDED BY RURAL WATER DISTRICT NO. 3, ROGERS COUNTY.
2. SANITARY SEWER DISPOSAL TO BE PROVIDED BY INDIVIDUAL ON-SITE ODEQ APPROVED SEWAGE DISPOSAL SYSTEMS.
3. ELECTRICAL SERVICE TO BE PROVIDED BY VERDIGRIS VALLEY ELECTRIC COOPERATIVE.
4. TELEPHONE SERVICE TO BE PROVIDED BY AT&T.

FLOOD PLAIN NOTE:
THIS SITE IS LOCATED OUTSIDE THE FEMA 100 YEAR FLOOD PLAIN. SEE FEMA MAP NO. 40131C0245H AND 40131C0335, DATED: APRIL 3, 2012

DEED OF DEDICATION AND CERTAIN RESTRICTIONS.

KNOW ALL MEN BY THESE PRESENTS: C.A.B.O. DEVELOPMENT COMPANY, L.L.C. ("OWNER/DEVELOPER"), BEING THE OWNER AND DEVELOPER OF THE FOLLOWING DESCRIBED REAL ESTATE:

A TRACT OF LAND LOCATED IN THE WEST HALF (W/2) OF SECTION SIX (6) OF TOWNSHIP TWENTY (20) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SEC. 6, T-20-N, R-15-E, I.B.&M.; THENCE S 01°27'05" E ALONG THE WEST LINE OF SAID SEC. 6 A DISTANCE OF 2127.19 FEET; THENCE N 88°32'55" E A DISTANCE OF 513.63 FEET TO THE POINT OF BEGINNING; THENCE S 83°03'03" E A DISTANCE OF 187.34 FEET; THENCE N 09°27'17" E A DISTANCE OF 28.12 FEET; THENCE S 83°09'22" E A DISTANCE OF 215.66 FEET; THENCE N 88°45'14" E A DISTANCE OF 33.50 FEET; THENCE S 01°14'46" E A DISTANCE OF 38.27 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 708.56 FEET, A CENTRAL ANGLE OF 14°36'44", A CHORD LENGTH OF 180.21 FEET, A CHORD BEARING OF S 06°03'36" W, FOR A DISTANCE OF 180.70 FEET; THENCE S 13°21'58" W A DISTANCE OF 348.04 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 533.55 FEET, A CENTRAL ANGLE OF 20°09'27", A CHORD LENGTH OF 186.56 FEET, A CHORD BEARING OF S 23°26'11" W, FOR A DISTANCE OF 187.56 FEET; THENCE S 33°30'25" W A DISTANCE OF 122.00 FEET; THENCE N 56°54'57" W A DISTANCE OF 223.24 FEET; THENCE S 72°03'54" W A DISTANCE OF 126.40 FEET; THENCE S 02°17'32" W A DISTANCE OF 118.08 FEET; THENCE S 55°54'57" E A DISTANCE OF 93.23 FEET; THENCE N 87°47'14" E A DISTANCE OF 67.57 FEET; THENCE S 55°54'57" E A DISTANCE OF 92.73 FEET; THENCE S 33°30'25" W A DISTANCE OF 142.23 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3957.85 FEET, A CENTRAL ANGLE OF 00°33'53", A CHORD LENGTH OF 39.01 FEET, A CHORD BEARING OF S 33°47'21" W, FOR A DISTANCE OF 39.01 FEET; THENCE N 55°55'42" W A DISTANCE OF 33.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 40 FEET, A CENTRAL ANGLE OF 89°39'04", A CHORD LENGTH OF 56.40 FEET, A CHORD BEARING OF N 10°45'14" W, FOR A DISTANCE OF 62.59 FEET; THENCE N 55°34'46" W A DISTANCE OF 63.11 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 20°44'58", A CHORD LENGTH OF 205.30 FEET, A CHORD BEARING OF N 65°57'15" W, FOR A DISTANCE OF 206.42 FEET; THENCE N 13°40'16" E A DISTANCE OF 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°11'00", A CHORD LENGTH OF 33.84 FEET, A CHORD BEARING OF N 61°04'46" E, FOR A DISTANCE OF 37.17 FEET; THENCE N 18°29'17" E A DISTANCE OF 15.71 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 20°17'31", A CHORD LENGTH OF 59.89 FEET, A CHORD BEARING OF N 08°20'31" E, FOR A DISTANCE OF 60.21 FEET; THENCE N 88°08'48" W A DISTANCE OF 215.00 FEET; THENCE N 45°06'12" W A DISTANCE OF 90.91 FEET; THENCE N 01°28'23" W A DISTANCE OF 151.35 FEET; THENCE N 89°35'34" E A DISTANCE OF 185.93 FEET; THENCE N 69°35'34" E A DISTANCE OF 151.35 FEET; THENCE N 89°35'34" E A DISTANCE OF 189.53 FEET; THENCE N 68°10'46" E A DISTANCE OF 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 12°24'29", A CHORD LENGTH OF 74.57 FEET, A CHORD BEARING OF N 13°37'00" W, FOR A DISTANCE OF 74.71 FEET; THENCE N 80°35'15" E A DISTANCE OF 143.38 FEET; THENCE N 20°39'47" E A DISTANCE OF 304.17 FEET; THENCE N 23°33'57" W A DISTANCE OF 106.84 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.22 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE ENGINEERED, SURVEYED, STAKED AND PLATTED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY TO THE ACCOMPANYING PLAT AND SURVEY THEREOF, WHICH PLAT IS MADE A PART HEREOF (THE "PLAT"), AND HAS CAUSED THE SAME TO BE NAMED DEER RUN AT STONE CANYON PHASE III, A SUBDIVISION IN ROGERS COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION").

1. PUBLIC STREETS AND UTILITY EASEMENTS:
THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE UTILITY EASEMENTS AND STREET RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND APPURTENANCES THEREOTO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE:
IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE AND CABLE TELEVISION SERVICE SHALL ONLY BE SERVED BY UNDERGROUND LINES WITHIN THE DEDICATED UTILITY EASEMENT AREAS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITIES AND STREETS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE ALSO LOCATED IN SUCH EASEMENT WAYS.

B. UNDERGROUND SERVICE CABLES TO ALL LOTS IN THE SUBDIVISION SHALL 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, TELEPHONE OR CABLE TELEVISION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE 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.

C. THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION SERVICE, THROUGH ITS 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 INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION SO INSTALLED BY IT.

D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES LOCATED ON SUCH OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, OR CABLE TELEVISION FACILITIES, BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, ITS

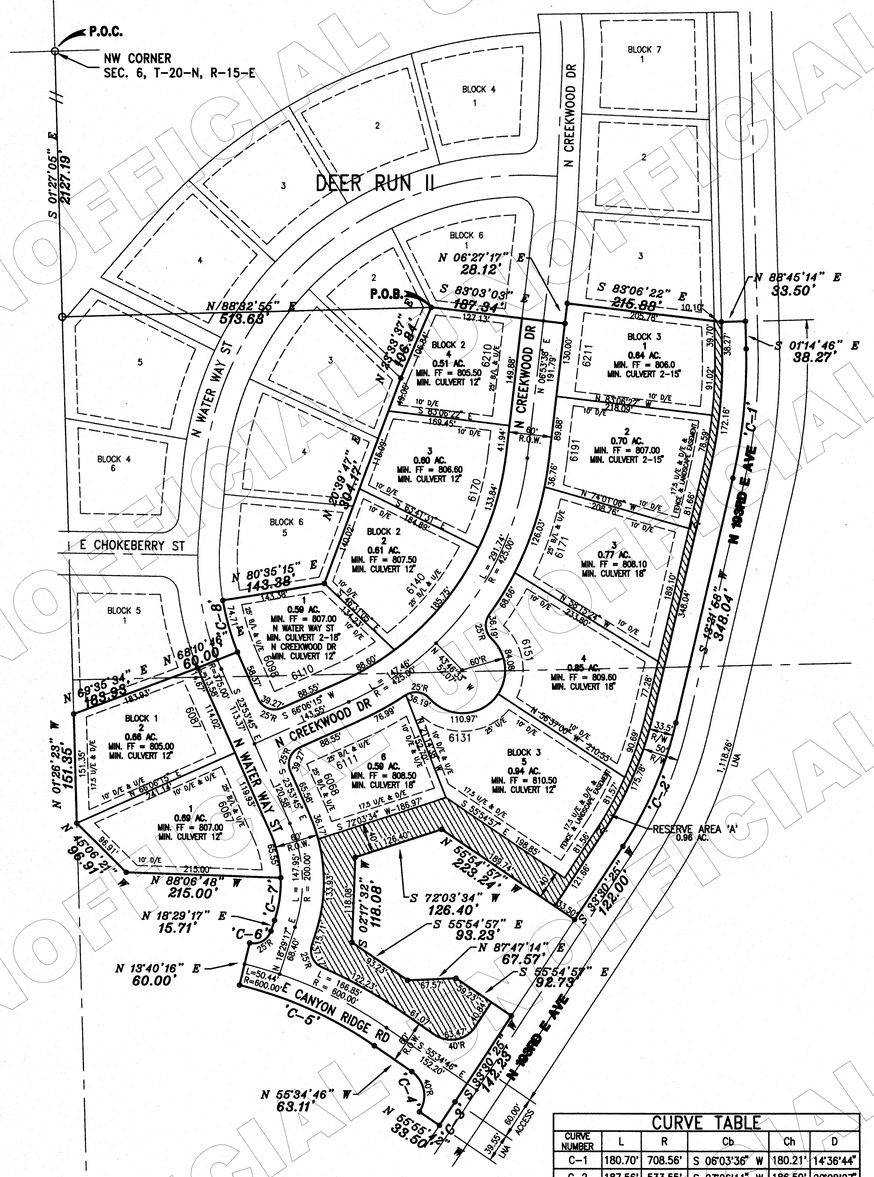
E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC, TELEPHONE, AND CABLE TELEVISION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND THEREBY.

3. UNDERGROUND UTILITY SERVICE:
UNDERGROUND SERVICE LINES TO ALL HOMES SHALL RUN FROM THE NEAREST SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE HOME; PROVIDED, THAT UPON INSTALLATION OF SUCH A SERVICE LINE TO A HOME, THE SUPPLIER OF GAS SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE FOOT (5') STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE LINE, EXTENDING FROM THE SERVICE CONNECTION TO THE SERVICE ENTRANCE ON THE HOME. ALL GAS METERS SHALL BE PHYSICALLY LOCATED AT OR NEAR THE SERVICE ENTRANCE TO THE HOME. NATURAL GAS SERVICE SHALL BE PROVIDED WITHIN DEER RUN

A. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT. THE OWNER DOES HEREBY RESTRICT THE UTILITY EASEMENTS SHOWN AND DESIGNATED ON THE ACCOMPANYING PLAT TO A SINGLE SUPPLIER OF ELECTRICAL SERVICE.

B. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS 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.

C. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES 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 STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE



CURVE TABLE					
CURVE NUMBER	L	R	Cb	Ch	D
C-1	180.70'	708.56'	S 06°03'36" W	180.21'	14°36'44"
C-2	187.56'	533.55'	S 23°26'11" W	186.59'	20°08'27"
C-3	39.01'	3957.85'	S 33°47'21" W	39.01'	00°33'53"
C-4	62.59'	40.00'	N 10°45'14" W	56.40'	89°39'04"
C-5	206.42'	570.00'	N 65°57'15" W	205.30'	20°44'58"
C-6	37.17'	25.00'	N 61°04'46" E	33.84'	85°11'00"
C-7	60.21'	170.00'	N 08°20'31" E	59.89'	20°17'31"
C-8	74.71'	345.00'	N 15°37'00" W	74.57'	12°24'29"

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 SUCH SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

D. 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 SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS RECEIVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT

E. THE OWNER OF EACH LOT IN THE SUBDIVISION 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. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION OR GAS SERVICES.

4. WATER AND STORM SEWER:
THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND STORM DRAIN FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE FROM THE ORIGINAL CONTOURS OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES.

A. RURAL WATER DISTRICT NO.3, ROGERS COUNTY, OR OTHER PROVIDER AS THE CASE MAY BE, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF ITS PUBLIC WATER LINE MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. RURAL WATER DISTRICT NO.3, ROGERS COUNTY, SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON THE PLAT FOR INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF ITS UNDERGROUND WATER LINE FACILITIES. THE FOREGOING COVENANTS CONCERNING WATER LINE FACILITIES SHALL BE ENFORCEABLE BY RURAL WATER DISTRICT NO.3, ROGERS COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

B. WATER SERVICE: POTABLE WATER SHALL BE PURCHASED FROM RURAL WATER DISTRICT NO.3, ROGERS COUNTY, OR ITS ASSIGNEES. IRRIGATION AND SIMILAR NEEDS MAY BE SERVICED BY ALTERNATIVE SOURCES OF WATER IF APPROVED BY THE DEVELOPER.

C. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED AEROBIC SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE DEVELOPER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. THE DEVELOPER RESERVES THE RIGHT TO RESERVE AN APPROVED THIRD-PARTY CONTRACTOR WITH EXPERIENCE IN INSTALLING/MAINTAINING AEROBIC SEWAGE DISPOSAL SYSTEMS FOR THE PURPOSE OF PERFORMING REGULAR MAINTENANCE AND MONITORING FUNCTIONS OF ALL SUCH SYSTEMS WITHIN DEER RUN AT STONE CANYON PHASE III. THE FEES FOR SUCH SERVICES MAY BE BILLED THROUGH REGULAR OR SPECIAL ASSESSMENTS IMPOSED UPON EACH LOT.

D. COMPLIANCE WITH CODE: ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY.

5. LANDSCAPE AND PAVING REPAIR:
THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND PAVING LOCATED WITHIN THE UTILITY EASEMENTS IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER, SANITARY SEWER MAINS, STORM SEWERS OR DRAINAGE WAYS, ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION SERVICES. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHT-OF-WAYS WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS. IF IT IS DETERMINED THAT ANY TREES OR SHRUBBERY LOCATED WITHIN SAID EASEMENTS OR RIGHT-OF-WAYS ARE ENDANGERING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, ROGERS COUNTY SHALL HAVE THE RIGHT TO REMOVE SAID TREES OR SHRUBBERY UPON FIVE (5) DAYS NOTICE THEREOF AT THE LOT OWNER'S EXPENSE, OR WITHIN SUCH TIME THE LOT OWNER MAY REMOVE SAME.

6. DEVELOPER'S RESERVED RIGHTS:
A. INCLUSION IN PROPERTY OWNERS ASSOCIATION: AS A PART OF THE DEVELOPMENT OF THE SUBDIVISION, THE DEVELOPER THEREOF HAS CREATED OR WILL CREATE "STONE CANYON COMMUNITY ASSOCIATION, INC.", AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION").

B. BINDING EFFECT: ALL LAWFUL ACTS OF THE ASSOCIATION MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE SUBDIVISION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE SUBDIVISION.

C. ASSESSMENTS: ANNUAL ASSESSMENTS AND PERMITTED SPECIAL ASSESSMENTS MAY BE MADE BY THE ASSOCIATION ON A PER LOT BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATION'S GOVERNING DOCUMENTS AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE CANYON AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER RUN AT STONE CANYON PHASE II, NO LOT SHALL BE ENTITLED TO MORE THAN ONE (1) VOTE, REGARDLESS OF NUMBER OF OWNERS.

D. OTHER RIGHTS: DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEVELOPER UNDER THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS OR AMENDMENTS HERETO FOR THE SUBDIVISION.

7. RESERVE AREAS:
THE DEVELOPER DOES HEREBY ESTABLISH AND GRANT AN EASEMENT OVER THE AREAS DESIGNATED AS "RESERVE" FOR THE PURPOSES OF STORMWATER DETENTION/CONVEYANCE AND/OR RECREATIONAL FACILITIES AND OPEN SPACE. AREAS DESIGNATED ON THE PLAT AS RESERVE AREAS ARE HEREBY RETAINED BY THE DEVELOPER FOR POSSIBLE LATER CONVEYANCE TO THE ASSOCIATION, AT THE DEVELOPER'S SOLE DISCRETION, TO THE ASSOCIATION OR OTHER THIRD PARTY FOR THE PURPOSE OF PROVIDING GREEN AREAS, STORMWATER DETENTION, PROPER VISUAL SCREENING OF THE SUBDIVISION OR SURROUNDING AREAS, AND FOR THE CONSTRUCTION AND MAINTENANCE OF ANY SCREENING FENCE OR WALL, AND FOR OTHER PURPOSES DEEMED ADVISABLE BY THE DEVELOPER OR THE ASSOCIATION. ALL RESERVE AREAS ARE HEREBY GRANTED EASEMENTS AND DEDICATED AS DRAINAGE EASEMENTS AND HEREBY DEDICATED AS ROADWAY, DRAINAGE AND UTILITY EASEMENTS AND MAY BE USED AS SUCH SO LONG AS SUCH UTILITY USAGE DOES NOT MATERIALLY INTERFERE WITH THE DEVELOPER'S INTENDED USE OF SUCH RESERVE AREAS AND/OR FENCE EASEMENTS. MAINTENANCE RESPONSIBILITY OF SAID RESERVE AREAS SHALL BE ENFORCED AND MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE ASSOCIATION.

8. FENCE AND LANDSCAPE EASEMENT:
AREAS DESIGNATED ON THE PLAT AS FENCE EASEMENTS AND/OR LANDSCAPE EASEMENT ARE HEREBY DESIGNATED BY THE DEVELOPER AS PERPETUAL EASEMENTS FOR THE BENEFIT OF THE ASSOCIATION FOR THE PURPOSE OF PROVIDING PROPER VISUAL SCREENING OF THE SUBDIVISION FROM SURROUNDING AREAS, MAINTENANCE OF ENTRYWAYS AND FOR THE CONSTRUCTION AND MAINTENANCE OF ANY SIGNAGE, FENCE, LANDSCAPING OR WALL AND FOR OTHER PURPOSES DEEMED TO BE IN THE COMMON GOOD BY DEVELOPER AND/OR THE ASSOCIATION.

9. 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 OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE DEVELOPER EXPRESSLY RESERVES THE RIGHT TO ENGINEER AND CHANGE EACH LOT AND TRACT AS MAY BE NECESSARY TO SOLVE DRAINAGE ISSUES, IN THE DEVELOPER'S SOLE DISCRETION, WHICH ARE RELATED TO ADJACENT OR NEARBY LOTS. NO PROPERTY OWNER SHALL ALTER THE GRADE OR CHANGE THE DIRECTION OF FLOW OR DRAINAGE OF SURFACE STORMWATER FROM THE ORIGINAL

SHALL PREVENT THE ALTERATION OF GRADE WITHIN ALL EASEMENT AREAS FROM THE ORIGINAL CONTOURS (FINISH GRADE) AND PREVENT ANY CONSTRUCTION ACTIVITY THAT MAY INTERFERE WITH SUCH PUBLIC WATER MAINS, VALVES, STORM SEWERS, AND OR PUBLIC STORM SEWER FACILITIES. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNER, THE DEVELOPER AND/OR THE STONE CANYON ASSOCIATION AND BY ROGERS COUNTY.

10. INGRESS, EGRESS AND WALKWAYS:
CONSTRUCTION OF ALL SIDEWALKS WITH THE DEER RUN AT STONE CANYON PHASE III SHALL BE COMPLETED, BY THE OWNER, WITHIN THE PUBLIC DEDICATION AS REQUIRED BY AND IN ACCORDANCE WITH THE STANDARDS OF ROGERS COUNTY.

11. FINISHED FLOOR ELEVATIONS:
THE FINISHED FLOOR ELEVATIONS AS SHOWN ON THE FINAL PLAT ARE RECOMMENDED ELEVATIONS AND SHOULD NOT BE CONSTRUED AS BINDING. IT SHALL BE THE FINAL DESIGNED PROPER FINISHED FLOOR ELEVATION OF ANY PROPOSED DWELLING. THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR DETERMINING THE PROPER FINISHED FLOOR ELEVATION OF THE RESPECTIVE DWELLING. THE FINISHED FLOOR ELEVATION SHALL BE DETERMINED BY ESTABLISHING AND ACCOUNTING FOR PROPER DRAINAGE IN ALL DIRECTIONS RELATIVE TO, BUT NOT LIMITED TO: ROADWAYS, AREAS OF HIGHER ELEVATION, THE NATURAL TOPOGRAPHIC SLOPE OF THE LOT, THE LOCATION OF THE PROPOSED ELEVATION OF THE DWELLING, BORROW DITCHES, CULVERT PIPES, ELEVATION OF ADJACENT LOTS, ETC.

12. OWNER'S RESPONSIBILITIES:
THE RESPECTIVE OWNER OF EACH DWELLING AND THE OWNER'S BUILDER SHALL BE RESPONSIBLE FOR ALL STRUCTURE DESIGN, GEOTECHNICAL DESIGN, FOUNDATION DESIGN, GRADING, DRAINAGE, AND ALL OTHER STRUCTURAL ASPECTS OF THE DWELLING UNDER INSPECTION OF THE DEVELOPER AND THE DEVELOPER'S ENGINEER. SAID OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND ROGERS COUNTY BUILDING CODES.

13. DRIVEWAYS AND CULVERTS:
ALL DRIVEWAYS SHALL BE SURFACED WITH CONCRETE, OR ASPHALT, FROM THE COUNTY ROAD TO THE CONCRETE PAD IN FRONT OF THE GARAGE AND SHALL BE A MINIMUM OF SIXTEEN (16) FEET WIDE AT THE POINT THE DRIVEWAY CONNECTS TO THE ASPHALT OR CONCRETE PAVEMENT OF THE ROADWAY. CULVERTS SHALL BE SIZED AS DEPICTED ON THE FINAL PLAT OF DEER RUN AT STONE CANYON PHASE II FOR EACH RESPECTIVE LOT. IN THE EVENT HIGH DENSITY POLYETHYLENE (HDPE) PIPING IS USED FOR THE CONCRETE OR ASPHALT PAVING COVERING THE PIPING MUST BE AT LEAST FOUR (4) INCHES THICK. DRIVEWAY CULVERTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ARCHITECTURAL DESIGN CRITERIA ESTABLISHED FOR DEER RUN AT STONE CANYON PHASE III AND IN CONFORMITY WITH ROGERS COUNTY STANDARDS.

14. LIMITS OF NO ACCESS:
THE UNDERSIG