PLAT-00947
05/05/2021 09:51:35 AM Pgs: 2
Fee: $35.00
Jeanne M. Heidlage, County Clerk
Rogers County - State of Oklahoma

FINAL PLAT

HIGHLAND MEADOWS AT STONE CANYON

AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, LOCATED
PART OF SECTION 1, T-20-N, R-14-E
& SECTION 36 T-21-N, R-14-E, I.B.&M.,
ROGERS COUNTY, STATE OF OKLAHOMA

ACC	ACCESS PERMITTED
B/L	BUILDING SETBACK LINE
D/E	DRAINAGE EASEMENT
LNA	LIMITS OF NO ACCESS
RA	RESERVE AREA
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

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, 2022

STONE CANYON PUD
ZONED: RS-20

SUBDIVISION CONTAINS
53 LOTS IN 6 BLOCKS
& 6 RESERVE AREAS

TOTAL AREA: 56.50 ACRES

N

0 50 100 200
Scale: 1"=100'

R 14 E
EAST 76TH STREET NORTH
NORTH 177TH EAST AVENUE
NORTH 193RD EAST AVENUE
T 21 N
T 20 N
SITE
SECTION 36, T-21-N, R-14-E &
SECTION 01, T-20-N, R-14-E
ROGERS COUNTY
LOCATION MAP
SCALE: 1"=2000'

FLOOD PLAIN NOTE:
THIS SITE IS LOCATED OUTSIDE THE FEMA 100 YEAR FLOOD PLAIN. SEE FEMA MAP NO. 40131C0335H, DATED: APRIL 3, 2012

NOTE:
RESERVE AREA 'A' IS LOCATED WITHIN THE ENTIRE LIMITS OF THE PLATTED STREETS AS SHOWN ON THIS PLAT. RESERVE AREA 'A' IS PLATTED AS A ROADWAY AND UTILITY EASEMENT AND A DRAINAGE EASEMENT.

THE STREETS AND DRIVEWAYS WITHIN THIS SUBDIVISION HAVE NOT BEEN DEDICATED TO THE PUBLIC, AND SAID STREETS SHALL BE MAINTAINED BY PRIVATE PROPERTY OWNERS WITHIN THE SUBDIVISION, BUT SAID STREETS SHALL ALWAYS BE OPEN TO POLICE, FIRE, UTILITY PROVIDERS, AND OTHER VEHICLES OF ALL LOCAL, COUNTY, STATE, AND FEDERAL AGENCIES.

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.

CURVE TABLE

CURVE NUMBER	L	R	Cb	Ch	D
C-1	146.07'	1650.00'	N 29°48'45" E	146.02'	05°04'20"
C-2	39.27'	25.00'	S 23°32'33" W	35.36'	90°00'00"
C-3	174.82'	270.00'	N 02°54'29" W	171.79'	37°05'56"
C-4	209.98'	280.00'	N 05°50'33" W	205.10'	42°58'05"
C-5	73.66'	320.00'	N 20°43'56" W	73.50'	13°11'19"
C-6	435.03'	1030.00'	N 26°14'16" W	431.80'	24°11'58"
C-7	38.45'	25.00'	N 05°43'18" E	34.77'	88°07'06"
C-8	502.01'	1650.00'	N 41°03'53" E	500.08'	17°25'56"

UNOFFICIAL DOCUMENT

FINAL PLAT
HIGHLAND MEADOWS AT STONE CANYON

AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA, LOCATED
PART OF SECTION 1, T-20-N, R-14-E
& SECTION 36 T-21-N, R-14-E, I.B.&M.,
ROGERS COUNTY, STATE OF OKLAHOMA

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 NORTH HALF (N/2) OF SECTION ONE (1) OF TOWNSHIP TWENTY (20) NORTH AND RANGE FOURTEEN (14) EAST AND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36) OF TOWNSHIP TWENTY-ONE (21) NORTH AND RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING THE U.S. GOVERNMENT SURVEY THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SEC.1, T-20-N, R-14-E, I.B.&M; THENCE N 88°46'38" E ALONG THE NORTH LINE OF SAID SEC 1 A DISTANCE OF 1773.57 FEET TO THE POINT OF BEGINNING BEING ON THE PRESENT RIGHT-OF-WAY OF NORTH 177TH EAST AVENUE; THENCE INTO SEC.36, T-21-N, R-14-E I.B.&M. ALONG SAID PRESENT RIGHT-OF-WAY BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 05°04'20", A CHORD LENGTH OF 146.02 FEET, A CHORD BEARING OF N 29°48'45" E A DISTANCE OF 146.07 FEET; THENCE S 58°57'28" E ALONG THE BOUNDARY OF DEER RUN AT STONE CANYON, ACCORDING TO THE RECORDED PLAT THEREOF, (UNTIL OTHERWISE NOTED) A DISTANCE OF 234.37 FEET TO THE NORTH LINE OF SAID SEC. 1; THENCE INTO SAID SEC. 1 S 53°21'32" E A DISTANCE OF 342.66 FEET; THENCE S 53°54'28" E A DISTANCE OF 140.00 FEET; THENCE S 54°01'34" E A DISTANCE OF 159.47 FEET; THENCE S 40° 38'59" E A DISTANCE OF 285.11 FEET; THENCE S 37°33'17" E A DISTANCE OF 479.35 FEET; THENCE S 28°11'46" E A DISTANCE OF 155.81 FEET; THENCE S 55°07'50" E A DISTANCE OF 189.53 FEET; THENCE S 61°55'30" E A DISTANCE OF 204.53 FEET; THENCE S 51°33'41" E A DISTANCE OF 284.90 FEET; THENCE S 35°25'54" E A DISTANCE OF 177.97 FEET; THENCE S 48°32'38" E LEAVING SAID BOUNDARY OF DEER RUN AT STONE CANYON AND ALONG THE BOUNDARY OF DEER RUN AT STONE CANYON PHASE II, ACCORDING TO THE RECORDED PLAT THEREOF, A DISTANCE OF 225.78 FEET; THENCE S 32°51'58" E ALONG SAID BOUNDARY OF DEER RUN AT STONE CANYON PHASE II A DISTANCE OF 124.48 FEET; THENCE S 57°08'02" W A DISTANCE OF 85.90 FEET; THENCE N 60°19'26" W A DISTANCE OF 253.81 FEET; THENCE N 89°28'47" W A DISTANCE OF 297.75 FEET; THENCE S 85°07'22" W A DISTANCE OF 153.39 FEET; THENCE S 70°48'23" W A DISTANCE OF 292.18 FEET; THENCE S 67°05'03" W A DISTANCE OF 293.12 FEET; THENCE N 79°32'45" W A DISTANCE OF 344.28 FEET; THENCE N 21°27'27" W A DISTANCE OF 155.00 FEET; THENCE S 68°32'33" W A DISTANCE OF 398.35 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 35.36 FEET, A CHORD BEARING OF S 23°32'33" W FOR A DISTANCE OF 39.27 FEET TO THE PRESENT RIGHT-OF-WAY OF PATRIOT DRIVE ; THENCE N 21°27'27" W ALONG SAID PRESENT RIGHT-OF-WAY OF PATRIOT DRIVE (UNTIL OTHERWISE NOTED) A DISTANCE OF 85.13 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 37°05'56", A CHORD LENGTH OF 171.79 FEET, A CHORD BEARING OF N 02°54'29" W FOR A DISTANCE OF 174.82 FEET; THENCE N 15°38'29" E A DISTANCE OF 195.65 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 42°58'05", A CHORD LENGTH OF 205.10 FEET, A CHORD BEARING OF N 05°50'33" W FOR A DISTANCE OF 209.98 FEET; THENCE N 27°19'36" W A DISTANCE OF 163.63 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 13°11'19", A CHORD LENGTH OF 73.50 FEET, A CHORD BEARING OF N 20°43'56" W FOR A DISTANCE OF 73.66 FEET; THENCE N 14°08'17" W A DISTANCE OF 111.36 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 24°11'58", A CHORD LENGTH OF 431.80 FEET, A CHORD BEARING OF N 26°14'16" W FOR A DISTANCE OF 435.03 FEET; THENCE N 38°20'15" W A DISTANCE OF 280.92 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°07'56", A CHORD LENGTH OF 34.77 FEET, A CHORD BEARING OF N 05°43'18" E FOR A DISTANCE OF 38.45 FEET TO THE PRESENT RIGHT-OF-WAY OF SAID NORTH 177TH EAST AVENUE; THENCE ALONG SAID PRESENT RIGHT-OF-WAY OF NORTH 177TH EAST AVENUE BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 17°25'56", A CHORD LENGTH OF 500.08 FEET, A CHORD BEARING OF N 41°03'53" E FOR A DISTANCE OF 502.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 56.50 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 HIGHLAND MEADOWS AT STONE CANYON, A SUBDIVISION IN ROGERS COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION").

1. UTILITY EASEMENTS:

THE DEVELOPER DEDICATES TO THE PUBLIC, FOR PUBLIC USE FOREVER, THE UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM DRAINAGE WAYS, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS FOR THE USES AND PURPOSES THEREOF.

2. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE:

IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION AND CABLE TELEVISION SERVICES (IF ANY), ALL LOTS ARE SUBJECT TO THE FOLLOWING:

A. THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE, COMMUNICATION 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 EASEMENT WAYS 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 HOUSES LOCATED ON 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, COMMUNICATION 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, COMMUNICATION 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, COMMUNICATION OR CABLE TELEVISION SO INSTALLED BY IT.

D. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION 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 COMMUNICATION OR CABLE TELEVISION FACILITIES. SUCH UTILITY COMPANY SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, COMMUNICATION 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 AGENTS OR CONTRACTORS.

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

F. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE. 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. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

3. UNDERGROUND NATURAL GAS 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 THE 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.

A. ALL GAS LINES AND NECESSARY EQUIPMENT AND FITTINGS RELATIVE THERETO, SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION.

B. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 GAS 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 SUCH LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

C. THE SUPPLIER OF 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.

D. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF GAS 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 GAS SERVICES. THE SUPPLIER OF GAS SERVICES ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

4. POTABLE WATER AND STORM WATER DRAINAGE:

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 DESIGNATE 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 HIGHLAND MEADOWS AT STONE CANYON. IF THE DEVELOPER SO DESIGNATES, THE FEES FOR SUCH SERVICES MAY BE SATISFIED 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.

E. THE FOLLOWING STORMWATER DRAINAGE FACILITIES/IMPROVEMENTS ARE THE PRIMARY RESPONSIBILITY OF EACH LOT OWNER TO MAINTAIN AND PROTECT:

a) THE BORROW DITCHES RUNNING PARALLEL TO THE PAVED ROADWAYS ALONG THE FRONT OF EACH LOT OWNER'S LOT, WHETHER THE DITCH IS WITHIN OR WITHOUT RESERVE AREA A;
b) THE CULVERTS AND HEADWALLS AT THE DRIVEWAY ENTRANCES TO EACH LOT OWNER'S LOT, WHETHER THE CULVERTS, HEADWALLS OR DRIVEWAYS ARE WITHIN OR WITHOUT RESERVE AREA A;
c) OVERLAND DRAINAGE SWALES LOCATED ALONG OR NEAR THE LOT LINES OF EACH LOT OWNER'S LOT;

THE ABOVE FACILITIES/IMPROVEMENTS ARE CRITICAL TO THE MANAGEMENT OF STORMWATER DRAINAGE THROUGHOUT THE SUBDIVISION. THE OWNER SHALL PREVENT THE ALTERATION OF GRADE FROM THE ORIGINAL CONTOURS AND ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES/IMPROVEMENTS. PROVIDED, HOWEVER, THAT IN THE EVENT THAT EITHER THE OWNER/DEVELOPER OR ROGERS COUNTY DETERMINES THAT ANY CORRECTIVE OR CURATIVE WORK IS NECESSARY TO BE PERFORMED UPON ANY SUCH FACILITIES/IMPROVEMENTS, AN EASEMENT IS RETAINED IN FAVOR OF SAID OWNER/DEVELOPER AND/OR ROGERS COUNTY TO ENTER UPON ANY LOT OR RESERVE AREA TO REMEDY THE SITUATION. BOTH THE NEED FOR REMEDIAL ACTION AND THE NATURE OF THE REMEDIAL WORK TO BE PERFORMED, IF ANY, SHALL BE IN THE SOLE DISCRETION OF THE OWNER/DEVELOPER AND/OR ROGERS COUNTY. IN THE EVENT THAT SUCH CURATIVE OR REMEDIAL WORK IS NECESSITATED DUE TO THE ACTS OR OMISSIONS OF THE LOT OWNER, THEN THE COST OF SUCH CURATIVE OR REMEDIAL WORK SHALL BE PAID FOR BY THE LOT OWNER AND SUCH OBLIGATION MAY BE SECURED BY THE PLACEMENT OF A LIEN UPON THE LOT OWNER'S LOT.

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 (OR RESERVE AREA A ALONG THE FRONT BOUNDARY LINE OF EACH LOT) IN THE EVENT IT IS NECESSARY TO REPAIR ANY UNDERGROUND WATER MAINS, STORM SEWERS OR DRAINAGE WAYS, ELECTRIC, NATURAL GAS, TELEPHONE, OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN ANY DEDICATED UTILITY EASEMENTS, RESERVE AREA A 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 DAMAGING OR ENDANGERING UTILITIES IN SAID EASEMENTS OR RIGHT-OF-WAYS, ROGERS COUNTY OR THE AFFECTED UTILITY PROVIDER 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 FORMED OR WILL CREATE "BLUFF'S AT STONE CANYON PROPERTY OWNERS ASSOCIATION, INC.", AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE "BLUFF'S ASSOCIATION"). IN ADDITION, THE SUBDIVISION IS SUBJECT TO THE MASTER DECLARATION FOR THE STONE CANYON PUD AND, THEREFORE, SUBJECT TO AND MADE A PART OF THE JURISDICTION OF THE STONE CANYON COMMUNITY ASSOCIATION, INC. (MASTER ASSOCIATION). BOTH BLUFF'S ASSOCIATION AND THE MASTER ASSOCIATION ARE COLLECTIVELY REFERRED TO HEREIN AS THE "ASSOCIATIONS".

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 ASSOCIATIONS SHALL CONSIST OF ALL OWNERS OF LOTS IN THE SUBDIVISION AND THE OWNERS OF ANY OTHER PARCELS/LOTS SO DESIGNATED BY THE DEVELOPER.

C. ASSESSMENTS: ANNUAL ASSESSMENTS AND PERMITTED SPECIAL ASSESSMENTS MAY BE MADE BY THE BLUFF'S ASSOCIATION AND/OR THE MASTER ASSOCIATION ON A PER LOT BASIS, ALL AS MORE FULLY SET FORTH IN THE ASSOCIATIONS' GOVERNING DOCUMENTS AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND MEADOWS AT STONE CANYON AND MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE CANYON. 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 DEVELOPER'S RIGHTS OR AS PERMITTED BY THIS DECLARATION, INCLUDING THE EXECUTION AND FILING OF VARIOUS COVENANTS, CONDITIONS AND RESTRICTIONS OR AMENDMENTS HERETO FOR THE SUBDIVISION.

7. RESERVE AREAS:

A. THE DEVELOPER DOES HEREBY ESTABLISH AND GRANT AN EASEMENT OVER THE AREAS DESIGNATED AS "RESERVE" FOR THE PURPOSES OF ROADWAYS, UTILITIES, STORMWATER DETENTION/CONVEYANCE AND/OR RECREATIONAL FACILITIES OR OPEN SPACE. AREAS DESIGNATED ON THE PLAT AS RESERVE AREAS ARE HEREBY RETAINED BY THE DEVELOPER FOR POSSIBLE LATER CONVEYANCE, AT THE DEVELOPER'S SOLE DISCRETION, TO THE BLUFF'S ASSOCIATION OR OTHER THIRD PARTY FOR THE PURPOSE OF PROVIDING ROADWAY MAINTENANCE, GREEN AREAS, STORMWATER DETENTION, PROPER VISUAL SCREENING OF THE SUBDIVISION FROM 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 BLUFF'S ASSOCIATION. ALL RESERVE AREAS AND FENCE EASEMENTS (AS DESCRIBED BELOW) ARE HEREBY DEEMED 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. EXCEPT AS SET FORTH IN PARAGRAPH 4E HEREIN, RESERVE AREAS SHALL BE MAINTAINED BY THE BLUFF'S PROPERTY OWNERS ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE BLUFF'S ASSOCIATION.

B. RESERVE AREA 'A' (PRIVATE STREETS). ALL STREETS WITHIN THE SUBDIVISION ARE BY GRANT OF THE OWNER DEEMED AS PRIVATE STREETS (SHOWN AS RESERVE 'A' ON THE ACCOMPANYING PLAT) FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN HIGHLAND MEADOWS AT STONE CANYON, ALL OTHER OR FUTURE OWNERS WITHIN HIGHLAND POINTE COMMUNITY WHO MUST TRAVEL UPON SAID RESERVE AREA "A" TO GAIN ACCESS TO SUCH OWNERS' LOT/PARCEL, GUESTS, MEMBERS AND INVITEES OF THE PATRIOT GOLF CLUB AND THE FOLDS OF HONOR FOUNDATION, MEMBERS AND INVITEES OF THE UNIVERSITY OF TULSA GOLF PROGRAM, AND OTHER INVITEES SO DESIGNATED BY THE DEVELOPER, INCLUDING THE SUCCESSORS AND ASSIGNS OF SUCH GROUPS. THE PRIVATE STREET WITHIN RESERVE AREA 'A' IS TO BE OWNED AND MAINTAINED BY THE BLUFF'S AT STONE CANYON PROPERTY OWNERS ASSOCIATION AND PROVIDE VEHICULAR AND PEDESTRIAN ACCESS FROM THE VARIOUS RESIDENTIAL LOTS AND OTHER OWNERS/USERS AS HEREIN ABOVE DESCRIBED. THE OWNER HEREIN GRANTS TO ROGERS COUNTY, OKLAHOMA, THE UNITED STATES POSTAL SERVICE, ANY PUBLIC UTILITY SERVICE TO THE SUBDIVISION, AND TO ANY REFUSE COLLECTION SERVICE OR SCHOOL BUS SERVICE WHICH PROVIDES SERVICE WITHIN THE SUBDIVISION, THE RIGHT TO ENTER AND TRAVERSE THE PRIVATE STREETS AND TO OPERATE THEREON ALL SERVICE, EMERGENCY AND GOVERNMENT VEHICLES INCLUDING, BUT NOT LIMITED TO, POLICE AND FIRE VEHICLES AND EQUIPMENT. THE OWNER, FOR ITSELF AND ITS SUCCESSORS, HEREIN COVENANTS WITH ROGERS COUNTY, OKLAHOMA, WHICH COVENANTS SHALL RUN WITH THE LAND, ASSURE TO THE BENEFIT OF ROGERS COUNTY, OKLAHOMA, AND SHALL BE ENFORCEABLE BY ROGERS COUNTY, OKLAHOMA, TO: CONSTRUCT AND MAINTAIN STREET SURFACING EXTENDING THE FULL LENGTH OF THE PRIVATE STREETS DEPICTED WITHIN THE ACCOMPANYING PLAT, AND MEETING OR EXCEEDING ROGERS COUNTY STANDARDS FOR RESIDENTIAL STREETS. STREET SLOPE SHALL NOT EXCEED 12%, UNLESS APPROVED, PRIOR TO CONSTRUCTION, BY THE ROGERS COUNTY BOARD OF COUNTY COMMISSIONERS. PAVING MATERIALS SHALL BE THE QUALITY AND THICKNESS OF THAT OF ROGERS COUNTY STANDARDS. UNLESS IN FULL COMPLIANCE WITH THE ROGERS COUNTY REGULATIONS FOR OPERATIONAL GATES ON PRIVATE STREETS, NO STRUCTURE SHALL BE CONSTRUCTED OVER ANY PRIVATE STREETS THAT WOULD PROHIBIT ANY GOVERNMENTAL VEHICLES, SPECIFICALLY ANY FIRE VEHICLE, FROM FREE USAGE OF THE PRIVATE STREETS. THIS WILL ALLOW THE BLUFF'S ASSOCIATION THE OPPORTUNITY TO DEDICATE THE STREETS TO THE ROGERS COUNTY IF SO DESIRED. UNLESS SUCH PRIVATE STREETS ARE LATER DEDICATED TO AND ACCEPTED BY ROGERS COUNTY, THE PRIVATE STREETS SHALL BE MAINTAINED BY THE BLUFF'S ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE BLUFF'S ASSOCIATION.

C. UNPLATTED AREAS. CABO DEVELOPMENT COMPANY, L.L.C. AND/OR O.L.T.-STONE CANYON INVESTMENT COMPANY, L.L.C. (HEREINAFTER "THE DEVELOPER") HEREBY STATES THAT THERE IS AN UNPLATTED TRACT OF LAND (HEREINAFTER THE "UNPLATTED TRACT") GENERALLY LOCATED ALONG THE REAR PROPERTY LINES OF LOTS 25 THROUGH 47, BLOCK 1 OF HIGHLAND MEADOWS AT STONE CANYON (HEREINAFTER THE "HIGHLAND POINTE II PLAT"). NEITHER THE UNPLATTED TRACT NOR THE PATRIOT GOLF COURSE ARE A PART OF THE HIGHLAND POINTE II PLAT. OWNERSHIP OF THE UNPLATTED TRACT AT THE TIME OF PLATTING IS RETAINED BY THE DEVELOPERS FOR POSSIBLE LATER CONVEYANCE, AT THE DEVELOPER'S SOLE DISCRETION. THE UNPLATTED TRACT IS NOT A PART OF THE PROPERTY TO BE OVERSEEN BY THE STONE CANYON COMMUNITY ASSOCIATION, INC. OR THE BLUFF'S AT STONE CANYON PROPERTY OWNER'S ASSOCIATION, INC. (HEREINAFTER THE "HOA"). NEITHER THE HOA NOR FUTURE OWNERS (HEREINAFTER "THE OWNERS") OF ANY LOTS IN THE HIGHLAND POINTE II PLAT OR THEIR AGENTS, OR INVITEES ARE ENTITLED TO ENTER UPON THE UNPLATTED TRACT UNLESS GIVEN WRITTEN PERMISSION BY THE DEVELOPER. THE UNPLATTED TRACT SHALL NOT BE DISTURBED IN ANY WAY BY THE HOA OR THE OWNERS. DISTURBING INCLUDES BUT IS NOT LIMITED TO: MOWING, CLEARING, BRUSH HOGGING, BRUSH BURNING, TREE TRIMMING, HUNTING, FISHING AND RELATED ACTIVITIES. FURTHER, THE DEVELOPER RETAINS THE RIGHT TO CONVEY SAID UNPLATTED TRACT TO A THIRD PARTY OR TO IMPOSE A CONSERVATION EASEMENT OR OTHER EASEMENT, AT ITS SOLE DISCRETION, WITHOUT THE NEED FOR APPROVAL FROM THE HOA OR OWNERS. C