UNOFFICIAL DOCUMENT

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Peggy Armstrong - Rogers County Clerk
State of Oklahoma

FINAL PLAT

SETTLER'S CREEK AT STONE CANYON

AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA
SECTION 36, TOWNSHIP 21 NORTH, RANGE 14 EAST

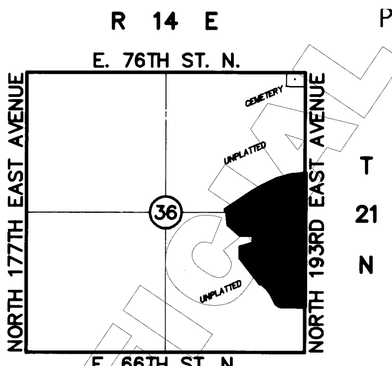
#812

OWNER/DEVELOPER:
C.A.B.O. DEVELOPMENT CO., L.L.C.
P.O.Box 419
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, 2009

SURVEYOR:
BENCHMARK SURVEYING, INC.
302 B East 5th Ave.
Owasso, Oklahoma 74055
(918) 274-9081
Cert. of Authorization No. 2235
Renewal Date: June 30, 2009

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



Location Map
SCALE: 1"=2000'

MIN. CULVERT SIZE
LOT 3 & 4, BLOCK 3
2-5'x4' RCB, OR
2-43"x68" CONC. ELL. OR
3-54" HDPE, OR
1-12'x4' CONTECH SHORT SPAN BRIDGE

Scale: 1"=100'

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

STONE CANYON PUD
UNDERLYING ZONING: RS-20

SUBDIVISION CONTAINS
48 LOTS IN 3 BLOCKS

TOTAL AREA: 71.03 ACRES

BEARING BASE: (OKLAHOMA STATE PLANE COORDINATES)

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AS OF THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

THE CULVERT NOTATIONS REPRESENT THE MINIMUM SIZE OF SMOOTH STEEL PIPES AND OR SMOOTH PVC OR SMOOTH HDPE PIPES REQUIRED FOR PROPER DRAINAGE. ALL DRIVEWAY CULVERTS SHALL BE IN ACCORDANCE WITH THE CURRENT ROGERS COUNTY SUBDIVISION REGULATIONS.

Curve Information

CURVE #	LENGTH	DELTA	RADIUS	CHORD	BEARING
C 1	582.04'	27°13'24"	1225'	576.58'	S 75°12'35" W
C 2	147.41'	6°45'24"	1250'	147.32'	S 58°13'11" W
C 6	511.53'	124°11'22"	236'	417.12'	S 62°05'52" E
C 7	62.42'	35°45'47"	100'	61.41'	N 49°38'16 E
C 8	254.89'	18°43'24"	780'	253.74'	S 9°21'53" E
C 9	72.05'	13°45'35"	300'	71.87'	S 11°50'48" E
C 10	465.67'	76°13'53"	350'	432.06'	S 33°08'49" W
C 11	43.91'	8°23'10"	300'	43.87'	S 30°45'55" E
C 12	236.55'	18°04'15"	750'	235.57'	S 62°13'45" W
C 13	136.37'	15°37'39"	500'	135.94'	N 33°18'20" W
C 14	267.59'	33°19'49"	400'	262.63'	N 21°57'15" W
C 15	23.91'	7°49'41"	175'	23.89'	S 85°37'59" W
C 16	241.36'	53°01'07"	236'	231.98'	N 26°30'33" E

RESERVE AREA 'E'
Scale 1" = 50'

RESERVE AREA 'H'
Scale 1" = 50'

13014PP.dwg BENCHMARK SURVEYING & LAND SERVICES, INC.

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A SUBDIVISION IN ROGERS COUNTY, STATE OF OKLAHOMA
SECTION 36, TOWNSHIP 21 NORTH, RANGE 14 EAST

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DEED OF DEDICATION AND CERTAIN RESTRICTIONS.

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

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) AND THE NORTHEAST QUARTER (NE/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 TO THE U.S. GOVERNMENT SURVEY, THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE SE/4 OF SEC. 36, T-21-N, R-14-E, I.B.& M.; THENCE N 01°12'26" W ALONG THE EAST LINE OF SAID SE/4 A DISTANCE OF 867.79 FEET TO THE POINT OF BEGINNING; THENCE S 88°47'34" W A DISTANCE OF 178.64 FEET; THENCE S 89°58'54" W A DISTANCE OF 286.25 FEET; THENCE N 56°55'39" W A DISTANCE OF 78.37 FEET; THENCE N 28°49'05" W A DISTANCE OF 208.79 FEET; THENCE N 36°07'42" W A DISTANCE OF 136.91 FEET; THENCE N 50°09'31" W A DISTANCE OF 157.86 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 725.00 FEET, A CENTRAL ANGLE OF 1°56'15", A CHORD BEARING S 54°09'46" W, A CHORD DISTANCE OF 24.51 FEET FOR A DISTANCE OF 24.52 FEET; THENCE N 36°48'22" W A DISTANCE OF 50.00 FEET; THENCE N 39°41'20" W A DISTANCE OF 558.04 FEET; THENCE N 01°59'49" W A DISTANCE OF 194.98 FEET; THENCE N 73°35'19" E A DISTANCE OF 271.20 FEET; THENCE N 02°47'20" W A DISTANCE OF 176.04 FEET; THENCE S 87°41'50" W A DISTANCE OF 263.51 FEET; THENCE N 50°39'28" W A DISTANCE OF 290.13 FEET; THENCE N 05°22'44" W A DISTANCE OF 231.10 FEET; THENCE N 35°39'31" W A DISTANCE OF 60.00 FEET; THENCE N 54°50'29" E A DISTANCE OF 612.86 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1280.00 FEET, A CENTRAL ANGLE OF 6°45'24", A CHORD BEARING OF N 58°13'11" E, A CHORD DISTANCE OF 150.86 FEET FOR A DISTANCE OF 150.95 FEET ; THENCE N 61°35'53" E A DISTANCE OF 221.28 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1255.00 FEET, A CENTRAL ANGLE OF 13°55'28", A CHORD BEARING OF N 68°33'37" E, A CHORD DISTANCE OF 304.25 FEET FOR A DISTANCE OF 305.00 FEET; THENCE N 71°23'11" E A DISTANCE OF 92.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1265.00 FEET, A CENTRAL ANGLE OF 9°07'33", A CHORD BEARING OF N 84°15'19" E, A CHORD DISTANCE OF 201.25 FEET FOR A DISTANCE OF 201.49 FEET; THENCE N 88°47'34" E A DISTANCE OF 36.23 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N 43°47'34" E, A CHORD DISTANCE OF 35.35 FEET FOR A DISTANCE OF 39.27 FEET; THENCE N 88°47'34" E A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST LINE OF THE NE/4 OF SAID SEC. 36; THENCE S 01°12'26" E A DISTANCE OF 742.28 FEET TO THE SE CORNER OF SAID NE/4; THENCE S 01°12'26" E A DISTANCE OF 1772.04 FEET TO THE POINT OF BEGINNING.

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 SETTLER'S CREEK AT STONE CANYON, 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 EQUIPMENT FOR EACH SUCH FACILITY AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES THEREOF.

2. UNDERGROUND AND 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 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 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 AGENTS OR CONTRACTORS.

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 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. NATURAL GAS SERVICE MAY OR MAY NOT BE AVAILABLE WITHIN SETTLER'S CREEK AT STONE CANYON.

A. THE SUPPLIER OF GAS SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT WAYS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND GAS FACILITIES SO INSTALLED.

B. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON ITS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID GAS FACILITIES. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND GAS FACILITIES, BUT SUCH OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED BY ACTS OF SUCH OWNER OR ITS AGENTS OR CONTRACTORS.

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

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 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 SETTLER'S CREEK. 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.

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 SERVICE. 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 DAMAGING 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 PROPERTY OWNERS 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 MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE CANYON AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SETTLER'S CREEK AT 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 THE EXERCISE 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 ARE ALSO HEREBY RETAINED BY THE DEVELOPER FOR POSSIBLE LATER CONVEYANCE, 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 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 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. 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 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 ENTER UPON EACH LOT FOR THE PURPOSE OF RESOLVING DRAINAGE ISSUES, IN THE DEVELOPER'S SOLE DISCRETION, WHICH ARE RELATED TO ADJACENT OR NEARBY LOTS. NO PROPERTY OWNER SHALL MODIFY OR CHANGE THE DIRECTION OF DRAINAGE OF SURFACE STORMWATER FROM THE ORIGINAL CONSTRUCTION PLANS APPROVED BY THE DEVELOPER, UNLESS THE DEVELOPER CONSENTS. THE PROPERTY OWNER SHALL THE PROPERTY OWNER SHALL PREVENT THE ALTERATION OF GRADE WITHIN ALL EASEMENT AREAS FROM THE ORIGINAL CONTOURS (FINISH GRADE) OR ALLOW ANY CONSTRUCTION ACTIVITY THAT MAY INTERFERE WITH SUCH PUBLIC WATER MAINS, VALVES, STORM SEWERS, AND OR PUBLIC SANITARY SEWER FACILITIES. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNER AND BY ROGERS COUNTY.

10. INGRESS, EGRESS AND WALKWAYS:

CONSTRUCTION OF ALL PUBLIC ROADWAYS WITH THE SETTLER'S CREEK AT STONE CANYON 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 CONSIDERED AS THE FINAL DESIGNED PROPER FINISHED FLOOR ELEVATION OF ANY PROPOSED DWELLING. THE RESPECTIVE OWNER OF EACH DWELLING AND 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 ELEVATIONS, BORROW DITCHES, CULVERT PIPES, 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 INDEPENDENT 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, 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 ADJACENT PUBLIC ROADWAY. ALL DRIVEWAY CULVERTS SHALL BE SIZED AS DEPICTED ON THE FINAL PLAT OF SETTLER'S CREEK AT STONE CANYON 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 SETTLER'S CREEK AT STONE CANYON AND IN CONFORMITY WITH ROGERS COUNTY STANDARDS.

14. LIMITS OF NO ACCESS:

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO NORTH 193RD EAST AVENUE AND/OR EAST 72ND STREET NORTH, WITHIN THE BOUNDS DESIGNATED AS LIMITS OF NO ACCESS (LNA) AS SHOWN ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE MODIFIED, AMENDED, OR RELEASED BY THE BOARD OF COUNTY COMMISSIONERS OF ROGERS COUNTY, OR ITS SUCCESSOR, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY ROGERS COUNTY, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

15. RESTRICTIVE COVENANTS:

ADDITIONAL COVENANTS AND RESTRICTIONS FOR SETTLER'S CREEK AT STONE CANYON ARE FILED, AS A SEPARATE INSTRUMENT, IN THE ROGERS COUNTY CLERK'S OFFICE.

16. ENFORCEMENT AND DURATION:

SUBJECT TO THE DEVELOPER'S RESERVED RIGHT OF AMENDMENT, THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER/DEVELOPER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF FIFTY (50) YEARS FROM THE DATE OF RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. IF A LOT OWNER OR HIS/HER HEIRS, SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OWNING A LOT SITUATED WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANTS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

17. SEVERABILITY:

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUED IN THEIR ENTIRETY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISIONS HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OR THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITIONS AT ANY TIME, OR FROM TIME TO 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.

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF, C.A.B.O. DEVELOPMENT CO., L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNERS OF SETTLER'S CREEK AT STONE CANYON PLATTED HEREOF, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS 4th DAY OF September, 2007.

C.A.B.O. DEVELOPMENT CO., L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

DAVID E. CHARNEY, CO-MANAGER

C.A.B.O. DEVELOPMENT CO., L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

PETE KOURTIS, CO-MANAGER

STATE OF OKLAHOMA)
COUNTY OF Tulsa) SS.

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC IS AND FOR SAID COUNTY AND STATE, ON THIS 4th DAY OF September, 2007, PERSONALLY APPEARED TO ME DAVID E. CHARNEY, CO-MANAGER, AND PETE KOURTIS, CO-MANAGER OF C.A.B.O. DEVELOPMENT CO., L.L.C., KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS THE MAKER OF THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE ASCRIBED THE SAME AS HIS FREE VOLUNTARY ACT AND DEED OF SUCH C.A.B.O. DEVELOPMENT CO., L.L.C., FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

SALLY S. HENRY
Notary Public
State of Oklahoma
Commission #05001677
Expires January 02, 2009

CERTIFICATE OF SURVEY

I, KEVIN W. NEWLUN, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS SETTLER'S CREEK AT STONE CANYON, A SUBDIVISION IN ROGERS COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

WITNESS MY HAND AND SEAL THIS 29TH DAY OF August, 2007.

KEVIN W. NEWLUN
OKLAHOMA REGISTERED LAND SURVEYOR #1289
BENCHMARK SURVEYING AND LAND SERVICES, INC.,
C.A. #2235, EXP 6-30-09

REGISTERED PROFESSIONAL LAND SURVEYOR
KEVIN M. NEWLUN
1289
OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 29th DAY OF August, 2007, PERSONALLY APPEARED KEVIN M. NEWLUN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 4/15/09

NOTARY PUBLIC

NOTARY SEAL
KERI FITTS
Notary Public in and for the State of Oklahoma
Commission #05006672
My Commission expires 4/15/2009

CERTIFICATE OF COUNTY TREASURER

I, Peggy Armstrong, COUNTY TREASURER OF ROGERS COUNTY, OKLAHOMA DO 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 THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2007.

DATED THIS 12 DAY OF Sept 2007.

COUNTY TREASURER

ROGERS COUNTY, OKLAHOMA

CITY OF CLAREMORE/ROGERS COUNTY METROPOLITAN PLANNING COMMISSION APPROVAL

I, _____, DIRECTOR OF THE CITY OF CLAREMORE/ROGERS COUNTY METROPOLITAN AREA PLANNING COMMISSION, DO HEREBY CERTIFY THAT SAID COMMISSION DULY APPROVED THE PLAT OF SETTLER'S CREEK AT STONE CANYON.

DATED THIS 12th DAY OF September 2007.

CHAIRMAN

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

THE ROGERS COUNTY OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF PUBLIC WATER SYSTEMS AND/OR ON SITE SEWER SYSTEMS ON THIS 12th DAY OF September, 2007

ENVIR