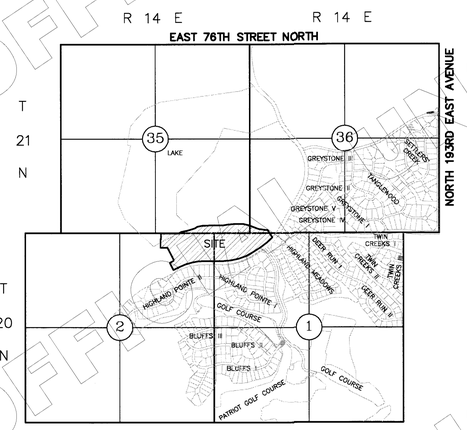
UNOFFICIAL

PLAT-00974
07/06/2023 02:26:54 PM Pgs: 2
Fee: $35.00
Jeanne M. Heidlage, County Clerk
Rogers County - State of Oklahoma

FINAL PLAT
THE COVES AT STONE CANYON
PHASE I

AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA
IN A PART OF SECTION 1, T-20-N, R-14-E & SECTION 2, T-20-N, R-14-E
SECTION 35, T-21-N, R-14-E & SECTION 36, T-21-N, R-14-E
ROGERS COUNTY, STATE OF OKLAHOMA



SECTION 1, T-20-N, R-14-E & SECTION 2, T-20-N, R-14-E,
SECTION 35, T-21-N, R-14-E & SECTION 36, T-21-N, R-14-E
ROGERS COUNTY
LOCATION MAP
SCALE: 1"=2000'

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

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

ENGINEER:
KELLOGG ENGINEERING, INC.
6755 South 4060 Road
Talala, Oklahoma 74080
(918) 275-4080
Cert. of Authorization No. 2788
Renewal Date: June 30, 2025

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, 2024

STONE CANYON PUD
ZONED: RS-20

SUBDIVISION CONTAINS
69 LOTS IN 11 BLOCKS
& 8 RESERVE AREAS

TOTAL AREA: 58.88 ACRES

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

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

MINIMUM SETBACKS

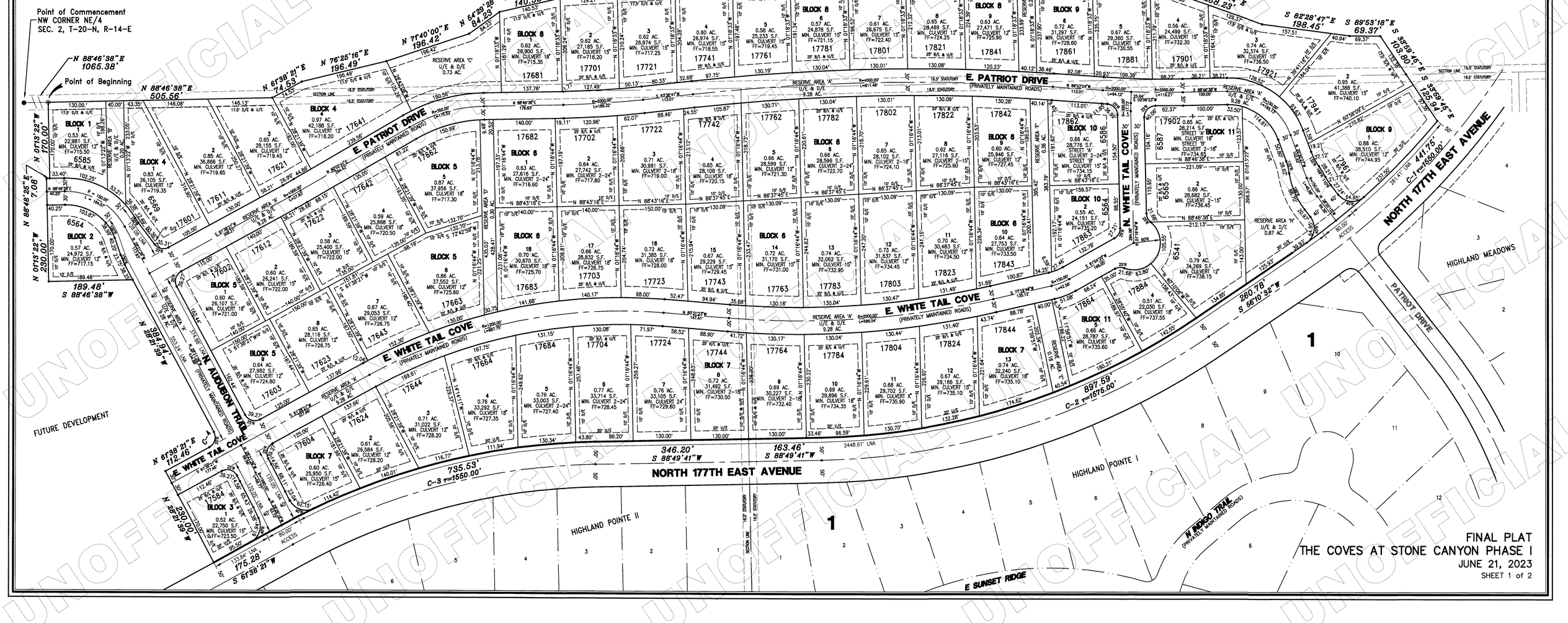
FRONT PROPERTY LINE	- 25 FEET
SIDE PROPERTY LINE	- 15 FEET
ABUTTING A STREET	
SIDE PROPERTY LINE	- 5 FEET
NOT ABUTTING A STREET	
BACK PROPERTY LINE	- 20 FEET

LEGEND

	PROPOSED BOUNDARY
	PROPOSED ROW
	PROPOSED LOT LINE
	PROPOSED BUILDING LINE
	PROPOSED EASEMENT
	ADJACENT LOT LINE
	EXISTING CONTOURS

CURVE TABLE					
CURVE NUMBER	L	R	Cb	Ch	D
C-1	441.75'	1550.00'	S 48°00'39"W	440.26'	16°19'46"
C-2	897.59'	1575.00'	S 72°30'07"W	885.49'	32°39'10"
C-3	735.53'	1550.00'	S 75°14'01"W	728.65'	27°11'20"
C-4	39.27'	25.00'	N 16°38'21"E	35.36'	90°00'00"

0 50 100 200
Scale: 1"=100'



FINAL PLAT
THE COVES AT STONE CANYON PHASE I
JUNE 21, 2023
SHEET 1 of 2

FINAL PLAT
THE COVES AT STONE CANYON
PHASE I

AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA
IN A PART OF SECTION 1, T-20-N, R-14-E & SECTION 2, T-20-N, R-14-E
SECTION 35, T-21-N, R-14-E & SECTION 36, T-21-N, R-14-E
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 NORTHWEST QUARTER (NW/4) OF SECTION ONE (1) AND IN THE NORTHEAST QUARTER (NE/4) OF SECTION TWO (2) IN TOWNSHIP TWENTY (20) NORTH AND RANGE FOURTEEN (14) EAST AND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-FIVE (35) AND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-SIX (36) IN 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 NW CORNER OF THE NE/4 OF SEC. 2, T-20-N, R-14-E, I.B.&M.; THENCE N 88°46'38"E ALONG THE NORTH LINE OF SAID SEC. 2 A DISTANCE OF 1085.38 FEET TO THE POINT OF BEGINNING; THENCE N 88°46'38"E ALONG THE NORTH LINE OF SAID SEC. 2 A DISTANCE OF 505.56 FEET; THENCE N 61°38'21"E AND INTO SEC. 35, T-21-N, R-14-E, I.B.&M. A DISTANCE OF 74.53 FEET; THENCE N 76°28'16"E A DISTANCE OF 196.49 FEET; THENCE N 71°40'00"E A DISTANCE OF 196.42 FEET; THENCE N 54°29'28"E A DISTANCE OF 84.23 FEET; THENCE N 77°18'22"E A DISTANCE OF 140.53 FEET; THENCE N 86°30'26"E A DISTANCE OF 350.91 FEET; THENCE N 88°22'35"E A DISTANCE OF 245.81 FEET; THENCE N 80°13'33"E A DISTANCE OF 122.07 FEET; THENCE N 84°00'07"E A DISTANCE OF 146.00 FEET; THENCE N 87°36'32"E A DISTANCE OF 269.91 FEET; THENCE S 78°32'50"E A DISTANCE OF 178.24 FEET; THENCE S 70°43'44"E A DISTANCE OF 24.53 FEET TO THE EAST LINE OF SAID SEC. 35; THENCE S 70°43'44"E INTO SEC. 36, T-21-N, R-14-E, I.B.&M. A DISTANCE OF 268.23 FEET; THENCE S 82°28'47"E A DISTANCE OF 198.45 FEET; THENCE S 89°53'18"E A DISTANCE OF 69.37 FEET; THENCE S 33°59'45"E A DISTANCE OF 103.80 FEET TO THE SOUTH LINE OF SAID SEC. 36; THENCE S 33°59'45"E INTO SEC. 1, T-20-N, R-14-E, I.B.&M. A DISTANCE OF 125.94 FEET TO THE PRESENT RIGHT-OF-WAY OF NORTH 177TH EAST AVENUE; THENCE ALONG SAID PRESENT RIGHT-OF-WAY (UNTIL OTHERWISE NOTED) BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1550.00 FEET, A CENTRAL ANGLE OF 16°19'48", A CHORD LENGTH OF 440.28 FEET, A CHORD BEARING OF S 49°00'39" W FOR A DISTANCE OF 441.75 FEET; THENCE S 56°10'32"W A DISTANCE OF 260.78 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1575.00 FEET, A CENTRAL ANGLE OF 32°39'10", A CHORD LENGTH OF 885.49 FEET, A CHORD BEARING OF S 72°30'07" W FOR A DISTANCE OF 897.59 FEET; THENCE S 88°49'41"W A DISTANCE OF 163.46 FEET TO THE WEST LINE OF SAID SEC. 1; THENCE S 88°49'41"W INTO SAID SEC. 2 A DISTANCE OF 346.20 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1550.00 FEET, A CENTRAL ANGLE OF 27°11'20", A CHORD LENGTH OF 728.65 FEET, A CHORD BEARING OF S 75°14'01" W FOR A DISTANCE OF 735.53 FEET; THENCE S 61°38'21"W A DISTANCE OF 175.28 FEET; THENCE N 28°21'39"W (AND LEAVING SAID PRESENT RIGHT-OF-WAY) A DISTANCE OF 230.00 FEET; THENCE N 61°38'21"E A DISTANCE OF 112.48 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 N 16°38'21" E FOR A DISTANCE OF 39.27 FEET; THENCE N 28°21'39"W A DISTANCE OF 384.94 FEET; THENCE S 88°46'38"W A DISTANCE OF 189.48 FEET; THENCE N 01°13'22"W A DISTANCE OF 230.00 FEET; THENCE N 88°48'25"E A DISTANCE OF 7.08 FEET; THENCE N 01°13'22"W A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING; AND CONTAINING 58.88 ACRES, MORE OR LESS.

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

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 THE COVES AT STONE CANYON PHASE I, 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 SEWERS AND INLETS, 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

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.

THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

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.

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 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 CREATED OR WILL CREATE "THE COVES AT STONE CANYON PROPERTY OWNERS ASSOCIATION, INC.", AN OKLAHOMA NOT-FOR-PROFIT CORPORATION ("THE "THE COVES 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 THE COVES 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 COVES 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 THE COVES AT STONE CANYON PHASE I 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 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:

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 AND 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 COVES'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 COVES'S ASSOCIATION. ALL RESERVE AREAS AND FENCE EASEMENTS (AS DEFINED BELOW) ARE HEREBY DECLARED 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 COVES PROPERTY OWNERS ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE COVES 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 THE COVES AT STONE CANYON PHASE I, ALL OTHER OR FUTURE OWNERS WITHIN THE COVES 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 OR 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 COVES AT STONE CANYON PROPERTY OWNERS ASSOCIATION TO PROVIDE VEHICULAR AND PEDESTRIAN ACCESS TO AND 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 AND INSURE 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 COVES 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 COVES ASSOCIATION AND ALL COSTS SHALL BE BORNE BY THE COVES ASSOCIATION.

8. FENCE AND LANDSCAPE EASEMENT:

AREAS DESIGNATED ON THE PLAT AS FENCE EASEMENTS AND/OR LANDSCAPE EASEMENTS ARE HEREBY DESIGNATED BY THE DEVELOPER AS PERPETUAL EASEMENTS FOR THE BENEFIT OF THE BLUFF'S 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 COVES'S 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 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 SANITARY SEWER FACILITIES. THE COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED PROPERTY OWNER, THE DEVELOPER AND/OR THE BLUFFS ASSOCIATION AND BY ROGERS COUNTY.

10. INGRESS, EGRESS AND WALKWAYS:

CONSTRUCTION OF ALL ROADWAYS WITH THE COVES AT STONE CANYON PHASE I SHALL BE COMPLETED BY THE OWNER 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 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 AESTHETICS 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 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, AND ROGERS COUNTY BUILDING CODES.

13. DRIVEWAYS AND CULVERTS:

ALL DRIVEWAYS SHALL BE SURFACED WITH CONCRETE, OR ASPHALT, FROM THE SUBDIVISION'S 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 ROADWAY. ALL DRIVEWAY CULVERTS SHALL BE SIZED AS DEPICTED ON THE FINAL PLAT OF THE COVES AT STONE CANYON PHASE I FOR EACH RESPECTIVE LOT. IN THE EVENT HIGH DENSITY POLYETHYLENE (HDPE) PIPING IS USED FOR THE CULVERT, 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 THE BLUFFS AT STONE CANYON AND IN CONFORMITY WITH ROGERS COUNTY STANDARDS.

14. CONTROLLED ACCESS GATE TO THE BLUFFS AT STONE CANYON:

A. IT IS INTENDED THAT A CONTROLLED ACCESS GATE AND GATEHOUSE WILL BE CONSTRUCTED ALONG THAT CERTAIN PRIVATE ROADWAY KNOWN AS PATRIOT DRIVE, WHICH ROADWAY IS LOCATED WITHIN THE PLAT OF THE COVES AT STONE CANYON PHASE I. THE COST OF MAINTENANCE AND OPERATION OF THIS GATE AND GATEHOUSE SHALL BE THE RESPONSIBILITY OF THE COVES ASSOCIATION.

B. THE COVES ASSOCIATION SHALL PROVIDE AN ACCESS CODE NUMBER OF ALL GATES TO THESE VEHICLES INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING AGENCIES: POLICE, FIRE AMBULANCE, ROGERS COUNTY, UTILITY PROVIDERS (ELECTRIC, GAS, WATER, SEWER, CABLE TV, TELEPHONE, ETC.), REFUSE PICKUP, MAIL DELIVERY, AND OTHER VEHICLES OF ALL LOCAL, COUNTY, STATE, AND FEDERAL AGENCIES. ANY AND ALL GATE MAINTENANCE RECORDS AND/OR CONTRACTS SHALL BE PROVIDED, UPON REQUEST, TO ROGERS COUNTY OFFICIALS.

15. RESTRICTIVE COVENANTS:

ADDITIONAL COVENANTS AND RESTRICTIONS FOR THE COVES AT STONE CANYON PHASE I SHALL BE 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 (OR THE BLUFFS ASSOCIATION) TO MAINTAIN AN ACTION AT LAW OR EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, A