

OWNER
THE VALE AT RED BUD, LLC
P.O. BOX 610
MARTINSBURG, OK 74015
CONTACT: DAVID J. McAFEE
PHONE: (918) 379-0966
EMAIL: dmcafee@dtwreckit.com

CIVIL ENGINEER
CLARK CREEK INC.
 P.O. BOX 14534
 OKLAHOMA CITY, OK 73113
 OKLA 5864
 P. 06.30.18
 CONTACT: JASON EMMETT, F
 PHONE: (405) 406-4622

IRVEYOR
ODSON-THOMPSON-MANSFIELD, PLLC
CA 6391
P. 06.30.20
NE 38th STREET
LAHOMA CITY, OK 73105
ONE: (405) 601-7402

Lots and Delineate - Curve Table						
Curve #	Radius	Length	Delta	Target	Chord Bearing	Chord Length
C1	100.00	97.59	95°50'50"	53.08	S 70°04'21" E	83.77
C2	75.00	73.19	95°50'50"	38.81	S 67°04'21" E	70.32
C3	125.00	125.00	90°00'00"	22.75	S 70°04'00" E	44.71
C4	125.00	44.28	90°01'16"	22.38	S 69°53'48" E	14.05
C5	125.00	33.89	94°50'00"	16.44	S 77°32'18" E	32.80
C6	502.00	144.89	98°36'10"	72.95	S 45°40'56" E	144.39
C7	502.00	82.93	90°12'42"	31.91	S 34°45'00" E	62.89
C8	475.00	80.60	90°43'19"	45.40	S 38°05'37" E	80.50
C9	475.00	80.60	93°15'41"	45.40	S 38°10'57" E	90.23
C10	475.00	26.46	90°01'12"	13.24	S 53°22'23" E	26.46
C11	200.00	57.95	91°58'10"	19.18	S 45°19'56" E	57.95
C12	212.00	-31.14	90°58'59"	16.60	S 47°40'07" E	31.12
C13	212.00	34.06	09°00'25"	17.06	S 39°22'02" E	34.00
C14	175.00	46.50	94°00'00"	23.38	S 44°01'15" E	46.37
C15	175.00	4.21	90°22'37"	2.10	S 83°03'15" E	4.21
C16	150.00	89.33	93°05'00"	45.88	N 52°04'11" W	87.82
C17	125.00	74.36	94°00'00"	38.92	N 50°04'21" W	73.27
C18	175.00	7.71	90°37'35"	3.85	N 30°17'04" W	7.71
C19	175.00	96.39	93°31'39"	49.95	N 17°33'40" W	95.18
C20	100.00	157.08	90°00'00"	100.00	S 13°50'43" E	141.42
C21	75.00	117.81	90°00'00"	50.00	S 13°50'43" E	156.07
C22	125.00	20.48	90°23'30"	10.27	S 20°27'39" W	20.47
C23	125.00	91.07	93°38'28"	26.89	S 10°32'28" W	86.71
C24	125.00	49.30	93°35'56"	24.98	S 12°56'44" E	48.98
C25	125.00	44.87	93°00'00"	22.88	S 34°31'42" E	44.84
C26	125.00	30.62	91°42'05"	15.33	S 51°49'41" E	30.54
C27	500.00	207.82	92°48'52"	104.53	S 43°03'43" E	200.33
C28	525.00	63.20	94°00'14"	31.67	S 34°36'24" E	93.22
C29	525.00	73.18	91°59'11"	36.68	S 42°03'07" E	73.12
C30	525.00	62.84	90°01'20"	31.65	S 49°25'07" E	62.80
C31	525.00	18.93	90°23'38"	9.47	S 53°16'10" E	18.93
C32	475.00	62.51	91°32'34"	31.30	S 51°11'57" W	62.45
C33	475.00	82.02	90°25'33"	41.11	S 42°28'57" E	81.92
C34	475.00	59.90	95°28'26"	46.48	S 34°20'43" E	59.88
C35	180.00	74.82	93°00'00"	37.96	S 43°03'43" E	74.28
C36	150.00	64.42	93°48'02"	32.68	S 43°03'43" E	63.96
C37	200.00	32.20	90°59'59"	16.13	S 33°59'19" W	32.16
C38	205.00	53.01	91°05'56"	26.50	S 43°33'41" E	52.86
C39	180.00	58.70	93°31'15"	30.22	S 71°47'00" W	58.65
C40	73.00	30.59	93°21'46"	15.51	S 55°39'00" W	30.57
C41	132.00	48.07	92°01'59"	24.34	S 65°59'00" W	47.77
C42	75.00	11.89	96°26'58"	5.95	S 76°43'37" W	11.88
C43	100.00	56.82	93°03'13"	29.20	N 14°22'39" E	56.80
C44	75.00	6.68	00°00'00"	3.34	N 28°39'16" E	6.67
C45	75.00	35.94	93°02'15"	18.32	N 12°19'38" E	35.59
C46	125.00	26.57	91°04'13"	13.28	N 23°03'52" E	26.52
C47	125.00	44.45	90°22'27"	22.48	N 06°47'14" E	44.22
C48	25.00	21.60	64°30'20"	11.53	N 34°10'30" W	20.94
C49	25.00	6.64	91°12'37"	3.34	S 66°02'22" E	6.62
C50	25.00	14.96	93°41'00"	7.17	N 86°47'45" E	14.74
C51	32.00	253.23	219°57'53"	44.40	N 31°09'17" E	67.53
C52	52.00	443.33	049°30'26"	23.98	S 43°50'50" E	63.55
C53	52.00	41.01	94°17'58"	21.70	S 81°94'92" E	40.05
C54	52.00	25.28	97°51'12"	12.89	N 61°55'45" E	25.03
C55	52.00	33.42	096°39'41"	17.31	N 26°35'52" E	32.85
C56	52.00	49.93	096°42'46"	27.79	N 16°21'22" E	48.01
C57	52.00	58.51	094°27'49"	35.19	N 7°07'17" E	57.47
C58	200.00	117.91	93°24°46"	60.73	S 71°51'32" W	116.21
C59	200.00	73.95	92°11'10"	36.40	N 80°39'34" W	73.53
C60	200.00	74.04	92°18'46"	37.83	N 80°43'28" E	73.93
C61	225.00	233.02	045°24°42"	115.22	S 82°10'30" W	226.19
C62	175.00	53.14	91°17°23'	26.87	S 52°03'40" W	52.83
C63	80.00	-13.74	099°56'42"	6.88	N 57°31'32" E	13.72
C64	80.00	55.62	339°03'43"	28.87	N 71°58'54" E	54.47
C65	180.00	50.00	90°10'03'00"	25.19	S 78°18'44" E	48.82
C66	525.00	-11.45	001°17'03'	5.73	S 54°20'38" W	11.45
C67	525.00	90.67	099°53'42"	45.45	S 48°46'19" W	90.06
C68	525.00	16.07	001°16'15'	8.03	S 32°01'57" W	16.07

Lots and Centres - Line Table			
Line #	Direction	Length	
L1	S 80°01'51"E	35.36	
	N 0°58'59"E	35.36	
	N 85°24'47"E	35.36	
	S 48°05'45"E	35.36	
	N 69°05'51"W	26.25	
	S 69°05'51"W	25.25	
	N 69°05'51"W	25.25	
	S 76°09'12"W	35.36	
	S 13°50'43"E	35.36	
	S 76°09'17"W	35.36	
L11	S 13°50'43"E	35.36	
	N 69°05'17"E	35.36	
L13	N 13°50'43"W	35.36	
	N 47°46'37"E	34.50	
L15	N 88°36'00"E	35.86	
L16	N 43°55'46"E	36.60	
L17	N 43°55'46"E	35.13	
L18	S 68°24'01"E	35.37	
	S 54°27'01"W	28.07	
L20	S 52°28'08"E	31.42	
L21	S 80°01'51"E	35.36	
L22	N 0°58'59"E	35.36	
L23	N 35°01'51"W	30.80	
L24	N 88°37'12"E	0.64	
L25	S 52°30'50"E	18.09	

Easement - Line Table		
Line #	Direction	Length
L26	S 25°13'56"E	170.67
L27	N 68°55'10"W	32.75
L28	N 68°55'10"W	23.75
L29	N 88°34'50"E	44.50
L30	N 88°34'50"E	47.48
L31	S 25°13'56"E	169.52
L32	S 25°13'56"E	160.47
L33	N 01°16'08"W	68.43
L34	N 01°16'08"W	63.12
L35	N 90°00'00"E	25.42
L36	N 35°01'51"W	2.50
L37	N 54°58'09"E	124.60
L38	S 35°01'51"E	15.00
L39	N 54°58'09"W	124.60
L40	N 35°01'51"W	12.80

NOTES
UNLESS OTHERWISE STATED ALL MONUMENTS ARE SET 1/2" IRON PINS WITH CA6391 CAPS OR SET MAG NAILS WITH CA6391 TAGS.
STREET RIGHT-OF WAYS SHOWN ARE DEDICATED BY THIS PLAT.
FLOOD PLAIN NOTE:
THIS SITE IS ADJACENT TO AND CONTAINS LIMITED FLOODPLAIN AS PER FEMA MAP NO. 40131C0335H DATED. APR. 3, 2012

LEGEND

B/L - BUILDING LINE
U/E - UTILITY EASEMENT
D/E - DRAINAGE EASEMENT
R/A - RESERVE AREA
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
R.O.W. - RIGHT OF WAY

PLAT-00925
05/29/2019 04:42:56 PM Pgs: 2
Fee: \$15.00
Jeanne M. Heidlage, County Clerk
Rogers County - State of Oklahoma



A Tract of land lying in the Northeast Quarter (NE/4) and Southeast Quarter (SE/4) of Section Twenty-four (24), Township Twenty (20) North, Range Fourteen (14) East, of the Indian Meridian, Catoosa, Rogers County, Oklahoma, being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter,
THENCE North 01°25'13" West, along the east line of said Southeast Quarter, a distance of 1408.49 feet to the POINT OF BEGINNING;
THENCE South 88°34'47" West a distance of 50.00 feet;
THENCE North 58°42'48" West a distance of 1512.37 feet;
THENCE North 33°13'55" East a distance of 58.70 feet;
THENCE North 33°13'30" East a distance of 125.50 feet;
THENCE North 20°53'09" East a distance of 828.65 feet;
THENCE South 69°06'51" East a distance of 135.00 feet;
THENCE North 20°53'09" East a distance of 50.00 feet;
THENCE South 69°06'51" East a distance of 50.00 feet;
THENCE South 20°53'09" West a distance of 50.00 feet;
THENCE South 69°06'51" East a distance of 171.95 feet;
THENCE South 35°01'51" East a distance of 239.30 feet;
THENCE North 70°58'54" East a distance of 243.35 feet;
THENCE North 31°10'49" East a distance of 243.35 feet;
THENCE North 17°30'08" East a distance of 222.89 feet;
THENCE North 09°31'19" West a distance of 50.40 feet;
THENCE North 36°51'07" West a distance of 51.40 feet;
THENCE North 01°08'37" West a distance of 34.84 feet;
THENCE North 33°36'59" East a distance of 120.97 feet;
THENCE North 88°51'23" East a distance of 173.40 feet to a point on the east line of said Southeast Quarter;
THENCE South 01°22'48" East, along said east line, a distance of 878.18 feet to the southeast corner of said Northeast Quarter;
THENCE South 01°25'13" East, along the east line of said Southeast Quarter, a distance of 1225.85 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 1,640,281 square feet or 37.6557 acres, more or less.

The bearing of North 01°25'13" West along the east line of the Southeast Quarter of Section 24, Township 20 North, Range 14 East of the Indian Meridian per the deed record was used as the basis of bearings for this plat.

MINIMUM REQUIRED ELEVATION FOR FINISHED FLOOR		
BLOCK 1		
LOT	ELEVATION	
1		586
2		586
3		587
4		588
5		588
6		591
7		593
8		593
9		599
10		601
11		607
12		606
13		606
14		606
15		607
16		608
17		608
18		609
19		609
20		609
21		608 25
22		608
23		608
24		608
25		608
26		608
27		608
28		608
29		609
30		609
31		609
32		609
33		609
34		609
35		607 5
36		609 35
37		701
38		701
39		702

MINIMUM REQUIRED ELEVATION FOR FINISHED FLOOR	
BLOCK 2	
LOT	ELEVATION
1	606
2	604
3	800
4	596
5	594
6	592
7	588
8	602
9	605
10	807
BLOCK 3	
LOT	ELEVATION
1	606
2	603
3	603
4	599
5	596
6	593
7	592
8	581
9	589
10	588
11	583
12	588
13	589.5
14	591
15	582
16	584
17	597
18	600
19	603
20	606

MINIMUM REQUIRED ELEVATION FOR FINISHED FLOOR	
BLOCK 4	
LOT	ELEVATION
1	607
2	606.85
3	604.85
4	603.85
5	598.85
6	597.85
7	597.85
8	592.85
9	591.85
10	593.85
11	597.85
12	600.85
13	603.85
14	606.85
15	607

BLOCK 5	
LOT	ELEVATION
1	600.5
2	599.5
3	593
4	594
5	594
6	596
7	597.5
8	598

BLOCK 6	
LOT	ELEVATION
1	590
2	591
3	591.5
4	592
5	593
6	594
7	594
8	595.25

APPROX. L
WESTERLY
RURAL WA
PIPELINE E
BOOK 452
CONVEYED
BOOK 501,

FINAL PLAT

THE VALE AT REDBUD - PHASE 1

BEING A PART OF THE NE/4 & SE/4 OF SECTION 24, T-20-N, R-14-E, I.M.
CATOOSA, ROGERS COUNTY, OKLAHOMA

37.88 ACRE TRACT
CONTAINS 100 RESIDENTIAL LOTS
IN 6 BLOCKS AND 3 COMMON
AREA RESERVE AREAS
ZONED R56

CERTIFICATE OF COUNTY TREASURER

THE UNDERSIGNED COUNTY TREASURER FOR ROGERS COUNTY, OKLAHOMA, DOES HERBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT SHOWN ON THE ATTACHED PLAT AND FIND THAT ALL AD VALOREM TAXES HAVE BEEN PAID FOR ALL PRIOR YEARS AND DEPOSIT COVERING THE CURRENT YEAR TAXES HAS BEEN MADE.

COUNTY TREASURER

Signature: John CarrApproval Date: 5-29-19

DEED OF DEDICATION

THE VALE AT REDBUD

KNOW ALL MEN BY THESE PRESENTS:

The Vale at Redbud, L.L.C., an Oklahoma limited liability company (the "Developer"), is the sole owner of the following described real estate situated in the City of Catoosa (the "City"), Rogers County, Oklahoma:

A tract of land lying in the Northeast Quarter (NE/4) and Southeast Quarter (SE/4) of Section Twenty-four (24), Township Twenty (20) North, Range Fourteen (14) East, of the Indian Meridian, Catoosa, Rogers County, Oklahoma, being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter;
THENCE North 01°25'13" West, along the east line of said Southeast Quarter, a distance of 1408.49 feet to the POINT OF BEGINNING;
THENCE South 88°34'47" West a distance of 50.00 feet;
THENCE North 58°42'46" West a distance of 1512.37 feet;
THENCE North 33°31'55" West a distance of 58.77 feet;
THENCE North 13°33'09" East a distance of 125.90 feet;
THENCE North 20°53'09" East a distance of 828.65 feet;
THENCE South 69°06'51" East a distance of 135.00 feet;
THENCE North 20°53'09" East a distance of 50.00 feet;
THENCE South 69°06'51" East a distance of 50.00 feet;
THENCE South 20°53'09" West a distance of 50.00 feet;
THENCE South 69°06'51" East a distance of 171.95 feet;
THENCE South 35°01'51" East a distance of 239.30 feet;
THENCE North 70°58'54" East a distance of 141.81 feet;
THENCE North 31°10'49" East a distance of 243.35 feet;
THENCE North 17°30'08" East a distance of 222.89 feet;
THENCE North 09°31'19" West a distance of 50.40 feet;
THENCE North 36°51'07" West a distance of 51.40 feet;
THENCE North 01°08'37" West a distance of 34.84 feet;
THENCE North 33°36'59" East a distance of 120.97 feet;
THENCE North 88°51'23" East a distance of 173.40 feet to a point on the east Line of said Northeast Quarter;
THENCE South 01°22'48" East, along said east line, a distance of 878.18 feet to the southeast corner of said Northeast Quarter;
THENCE South 01°25'13" East, along the east line of said Southeast Quarter, a distance of 1225.85 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 1,840,281 square feet or 37.6557 acres, more or less.

The bearing of North 01°25'13" West along the east line of the Southeast Quarter of Section 24, Township 20 North, Range 14 East of the Indian Meridian per the deed of record was used as the basis of bearings for this plat.

The Developer has caused the above described tract 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 Vale at Redbud - Phase 1, an Addition to the City of Catoosa, Rogers County, State of Oklahoma (the "Subdivision").

The Developer does hereby establish that certain "common area" identified on the plat to be for the common use and enjoyment of the owners of lots in The Vale at Redbud - Phase 1, together with all improvements which may at any time hereafter be situated thereon including (without limitation) detention ponds, drainage facilities/dams and related improvements, park area and playground equipment, walking trail and splash park, which common area is specifically described as follows:

Reserve Areas "A", "B" and "C" as shown on the recorded plat of The Vale at Redbud - Phase 1.

Section 1. Streets and Utility Easements and Service

1.1 **Public Streets and Utility Easements.** The owner hereby dedicates to the public the street rights-of-way depicted on the accompanying plat. The owner further dedicates to the public the utility easements designated as "ule" or "utility easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, manholes and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes stated, provided the owner reserves the right to construct, maintain, operate, lay and repair or replace water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying, repairing and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to areas depicted on the plat. The owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the city of Catoosa, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompany plat no building, structure or other above or below ground obstruction that interferes with stated uses and purposes of the utility easements shall be placed, erected, installed or maintained, provided nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences which do not constitute an obstruction.

1.2 Underground and Electric and Communication Service.

- 1.2.1 Overhead poles for the supply of electric and communication service may be located in the East perimeter utility easement of the subdivision. 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.
- 1.2.2 All supply lines in the subdivision including electric, telephone, 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.
- 1.2.3 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 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.
- 1.2.4 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 also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.
- 1.2.5 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 may 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, cable television or gas service.
- 1.2.6 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.

1.3 Underground Gas Service.

- 1.3.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this deed of dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
- 1.3.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration of grade or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the Owner shall pay for damage or relocation of facilities caused or necessitated by acts of the Owner or the its agents or contractors.
- 1.3.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the Owner of the lot agrees to be bound hereby.
- 1.3.4 No owner of a lot shall install propane or other above-ground gas service without the prior written consent of the Owner/Developer.
- 1.4 **Water and sewer service**
- 1.4.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located upon and serving the property.
- 1.4.2 Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contour existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.
- 1.4.3 City of Catoosa, or its successors, shall be responsible for ordinary maintenance of public water mains and the City of Catoosa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public sewer mains that serve the property, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.
- 1.4.4 The City of Catoosa, Oklahoma, or its successors, shall at all times have right of access to all easement ways depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.
- 1.4.5 The foregoing covenants set forth in this paragraph 4 shall be enforceable by the City of Catoosa, Oklahoma, or its successors, and the owner of the property agrees to be bound hereby.

Section 2. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No property 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 his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans filed at the City of Catoosa. 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 the City of Catoosa, Oklahoma.

Section 3. Reserve Areas

The Developer does hereby establish and grant an easement over the areas designated as 'Reserve' for the purposes of stormwater detention and/or recreational facilities and open space. The reserves may be conveyed, in the Developer's sole discretion, to the association or other third party for the purpose of providing green areas, proper visual screening of the subdivision from surrounding areas, the construction and maintenance of any screening fence or wall, utility easements and for other purposes deemed advisable by the Developer or the association. Certain reserve areas and fence easements have also been designated as 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 Association and all costs shall be borne by the association.

Section 4. Limits of No Access

The Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property within the bounds designated as "Limits of No Access" (L.N.A.) on the accompanying plat, which "limits of no access" may be amended or released by the Catoosa Planning Commission, or its successor, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto.

Section 5. Sidewalks

Interior sidewalks shall be constructed by each property owner in compliance with the engineering design standards of the City of Catoosa prior to final inspection by the City of Catoosa of the house construction on the lot. Sidewalks shall be maintained in good repair by the property owner or Association.

Section 6. Paving and Landscaping within Easements

The Owner of the lot shall be responsible for repair of damage to the landscaping and paving occasioned by the necessary installation of or maintenance to the underground water, sewer, storm water, gas, communication, cable television, or electric facilities within the easements depicted on the accompanying plat, provided however, that the City of Catoosa or the supplier of the utility service shall use reasonable care in the performance of such activities.

Section 7. The Property Owners' Association

Property Owners' Association: The Developer has formed or shall form a mutual association of the owners of the lots within "The Vale at Redbud" (hereinafter referred to as the "Association") in accordance with the statutes of the State of Oklahoma, and for the general purposes of maintaining the common areas, including (without limitation) common areas, the recreational area, landscaping, fencing, reserves and enhancing the value, desirability and attractiveness legacy of The Vale at Redbud the common use and benefit of all lot owners within any subdivision phase of The Vale at Redbud.

Section 8. Landscape 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, the City of Catoosa 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.

Section 9. 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.

Section 10. Restrictive Covenants:

Additional covenants and restrictions for The Vale At Redbud - Phase 1 are filed, as a separate instrument, in the Rogers County Clerk's Office.

Section 11. Setbacks:

Front: 25'
Side: 10'
Other Side: 5'
Rear: 20'

Section 12. Enforcement, Duration, Amendment or Termination and Severability

- 12.1 **Enforcement and Duration:** 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 thirty (30) 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 the undersigned lot owner, or its successors or assigns shall violate any of the covenants herein, it shall be lawful for any persons 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.
- 12.2 **Severability:** These restrictive covenants, together with the other documents incorporated by reference, shall be construed as an entity 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.
- 12.3 **Definitions:** in the event of ambiguity of any word or term set forth herein, the meaning thereof shall be deemed to be defined as set forth within the City of Catoosa Zoning Code as the same exists as of the date hereof or as subsequently amended.

In witness whereof, The Vale at Redbud, L.L.C., an Oklahoma limited liability company, hereby approves and executes the foregoing Deed of Dedication this 28th day of May, 2019.

The Vale at Redbud, L.L.C., an Oklahoma limited liability company

By: David J. McAfee

David J. McAfee, Manager

STATE OF OKLAHOMA) ss.

COUNTY OF TULSA

Before me, the undersigned, Notary Public, in and for said County and State, on this 28th day of May, 2019, personally appeared David J. McAfee, to me known to be the identical person who executed the foregoing Declaration of Covenants, Conditions and Restrictions as Manager of The Vale at Redbud, L.L.C., an Oklahoma limited liability company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Kim L. Horton
Notary Public

Certificate of Survey

I, Randall A. Mansfield, of Dodson-Thompson-Mansfield, PLLC, a Professional Land Surveyor registered 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 the accompanying plat designated herein as "The Vale at Redbud - Phase 1", an Addition to the City of Catoosa, Rogers County, State of Oklahoma, and the monuments shown thereon exist and their positions are correctly shown and this survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and the original media of said annexed plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

Executed this 28th day of May, 2019.

Randall A. Mansfield, PLS 1613

STATE OF OKLAHOMA) ss.

COUNTY OF OKLAHOMA

Before me the undersigned, a notary public in and for said county and state, on the 28th day of May, 2019, personally appeared Randall A. Mansfield, to me known to be the identical person who subscribed his name as registered professional land surveyor to the foregoing certificate of survey and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have set my hand and seal the day and year last written above.

Notary Public

Certificate of Final Plat Approval

I hereby certify that this plat was approved by the Catoosa City Council on this 28th day of May, 2019.

By: Brenda Conley

Mayor

This approval is void if the above signature is not endorsed by the City Clerk.

By: Unch Simon

City Clerk