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01/14/2013 4:01 pm Pg 0501-0501
Fee: $ 30.00 Doc: $ 0.00
Robin Anderson - Rogers County Clerk
State of Oklahoma

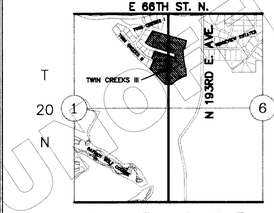
FINAL PLAT

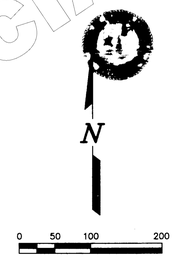
TWIN CREEKS AT STONE CANYON

PHASE III

#856

AN ADDITION TO ROGERS COUNTY, STATE OF OKLAHOMA
LOCATED IN PART OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 14 EAST
AND SECTION 6, TOWNSHIP 20 NORTH, RANGE 15 EAST





STONE CANYON PUD
ZONED: RS-20

SUBDIVISION CONTAINS
34 LOTS IN 4 BLOCKS
& 1 RESERVE AREAS

TOTAL AREA: 25.47 ACRES

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

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, 2013

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, 2014

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 NORTHEAST QUARTER (NE/4) OF SECTION ONE (1) OF TOWNSHIP TWENTY (20) NORTH AND RANGE FOURTEEN (14) EAST AND IN GOVERNMENT LOTS FOUR (4) AND FIVE (5) OF SECTION SIX (6) OF TOWNSHIP TWENTY (20) NORTH AND RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, ROGERS COUNTY, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SEC. 1, T-20-N, R-14-E, I.B.&M.; THENCE S 88°46'38" W ALONG THE NORTH LINE OF SAID SEC. 1 A DISTANCE OF 425.24 FEET; THENCE S 1°13'22" E A DISTANCE OF 478.28 FEET TO THE POINT OF BEGINNING BEING THE NE CORNER OF LOT 1 OF BLOCK 4 OF TWIN CREEKS AT STONE CANYON PHASE I, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE S 29°50'07" W ALONG THE BOUNDARY OF SAID TWIN CREEKS AT STONE CANYON PHASE I A DISTANCE OF 365.32 FEET; THENCE S 59°37'06" E A DISTANCE OF 196.63 FEET; THENCE S 74°08'46" E A DISTANCE OF 487.46 FEET TO THE EAST LINE OF SAID SEC. 1; THENCE S 74°08'46" E AND ENTERING SEC. 6, T-20-N, R-15-E A DISTANCE OF 175.30 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET; A CENTRAL ANGLE OF 4°58'14", A CHORD BEARING OF S 05°11'46" W, A CHORD LENGTH OF 22.55 FEET, FOR A DISTANCE OF 22.56 FEET; THENCE S 02°42'39" W A DISTANCE OF 79.93 FEET; THENCE N 74°08'46" W A DISTANCE OF 196.49 FEET TO THE WEST LINE OF SAID SEC. 6; THENCE N 74°08'46" W AND ENTERING SAID SEC. 1 A DISTANCE OF 391.51 FEET; THENCE S 22°05'28" W ALONG THE BOUNDARY OF TWIN CREEKS AT STONE CANYON PHASE II, ACCORDING TO THE RECORDED PLAT THEREOF, (UNTIL OTHERWISE NOTED) A DISTANCE OF 212.73 FEET; THENCE S 67°54'32" E A DISTANCE OF 73.09 FEET; THENCE S 22°05'28" W A DISTANCE OF 293.96 FEET; THENCE S 48°28'08" E AND LEAVING THE BOUNDARY OF SAID TWIN CREEKS AT STONE CANYON PHASE II A DISTANCE OF 81.86 FEET; THENCE S 45°06'39" E A DISTANCE OF 524.09 FEET; THENCE N 88°43'05" E A DISTANCE OF 87.50 FEET TO THE EAST LINE OF SAID SEC. 6; THENCE N 1°13'22" W ALONG THE EAST LINE OF SAID SEC. 6 A DISTANCE OF 106.00 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 785.00 FEET; A CENTRAL ANGLE OF 4°07'05", A CHORD BEARING OF N 58°07'23" E, A CHORD LENGTH OF 465.16 FEET, FOR A DISTANCE OF 472.25 FEET; THENCE N 04°06'00" W A DISTANCE OF 216.76 FEET; THENCE S 85°54'00" W A DISTANCE OF 18.05 FEET; THENCE N 10°01'46" W A DISTANCE OF 243.92 FEET; THENCE N 06°35'21" W A DISTANCE OF 302.46 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 8°34'51", A CHORD BEARING OF S 88°14'45" E, A CHORD LENGTH OF 25.44 FEET, FOR A DISTANCE OF 25.46 FEET; THENCE S 83°57'19" E A DISTANCE OF 27.71 FEET; THENCE N 06°02'41" E A DISTANCE OF 60.00 FEET; THENCE N 11°54'59" E A DISTANCE OF 177.50 FEET; THENCE N 7°51'18" W A DISTANCE OF 544.32 FEET TO THE WEST LINE OF SAID SEC. 6; THENCE N 7°51'18" W AND ENTERING SAID SEC. 1 A DISTANCE OF 193.77 FEET; THENCE N 73°52'43" W A DISTANCE OF 252.92 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 TWIN CREEKS AT STONE CANYON PHASE III, A SUBDIVISION IN ROGERS COUNTY, STATE OF OKLAHOMA (THE "SUBDIVISION").

1. PUBLIC STREETS AND UTILITY EASEMENTS:
THE DEVELOPER DEDICATES TO THE PUBLIC FOR PUBLIC USE FOREVER, THE UTILITY EASEMENTS AND STREET RIGHT-OF-WAYS AS SHOWN ON THE PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING ANY AND ALL STREETS AND PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, STORM AND SANITARY SEWER LINES, COMMUNICATION LINES, ELECTRIC POWER LINES, CABLE TELEVISION LINES, TRANSFORMERS, PEDESTALS, GAS AND WATER LINES, TOGETHER WITH ALL FITTINGS AND 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 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 AND TRANSFORMERS ON THE 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 FACILITIES LOCATED ON HIS OWNER'S PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION 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 UTILITY SERVICE:
UNDERGROUND SERVICE LINES TO ALL HOMES SHALL RUN FROM THE NEAREST SERVICE CONNECTION TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE HOME; PROVIDED, THAT UPON 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 AT 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 TWIN CREEKS AT STONE CANYON PHASE III.

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

B. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, AND CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENTS.

C. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE OR LINE EXTENDING FROM THE SERVICE PEDESTAL TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

D. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT TO THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY: TO CUT DOWN, TRIM, OR TREAT

E. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SUCH OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION OR GAS SERVICES.

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

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

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

C. SANITARY SEWER DISPOSAL: SEWAGE SHALL BE DISPOSED OF BY INDIVIDUAL ON-SITE DEQ APPROVED AEROBIC SEWAGE DISPOSAL SYSTEMS. NO OTHER ON-SITE INDIVIDUAL SEWAGE DISPOSAL SYSTEMS SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE DEVELOPER. ALL SEWAGE DISPOSAL SYSTEMS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY. THE DEVELOPER RESERVES THE RIGHT TO 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 TWIN CREEKS AT STONE CANYON PHASE III. 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 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 HAS CREATED OR SHALL 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 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE CANYON AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TWIN CREEKS AS STONE CANYON PHASE III. 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 PURPOSES 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 AREA' FOR THE PURPOSES OF STORMWATER DETENTION/CONVEYANCE AND/OR RECREATIONAL FACILITIES AND OPEN SPACE. AREAS DESIGNATED ON THE PLAT AS RESERVE AREAS ARE HEREBY RETAINED BY THE DEVELOPER FOR POSSIBLE LATER CONVEYANCE TO THE ASSOCIATION, SOLELY IN 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 THE PURPOSE OF THE 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 ANY ON 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 AS APPROVED BY THE DEVELOPER, UNLESS THE DEVELOPER CONSENTS. THE FOREGOING COVENANTS 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, SANITARY 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 STONE CANYON ASSOCIATION AND BY ROGERS COUNTY.

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

11. FINISHED FLOOR ELEVATIONS:
THE FINISHED FLOOR ELEVATIONS AS SHOWN ON THE FINAL PLAT ARE RECOMMENDED ELEVATIONS AND SHOULD NOT BE 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. THE OWNER AND BUILDER SHALL CONSTRUCT ALL ASPECTS OF THE DWELLING IN ACCORDANCE WITH ALL FEDERAL, STATE, AND ROGERS COUNTY BUILDING CODES.

13. DRIVEWAYS AND CULVERTS:
ALL DRIVEWAYS SHALL BE SURFACED WITH CONCRETE, OR ASPHALT, FROM THE COUNTY ROAD TO THE CONCRETE PAD IN FRONT OF THE GARAGE AND SHALL BE A MINIMUM OF SIXTEEN (16) FEET WIDE AT THE POINT THE DRIVEWAY CONNECTS TO THE ADJACENT PUBLIC ROADWAY. ALL DRIVEWAY CULVERTS SHALL BE SIZED AS DEPICTED ON THE FINAL PLAT OF TWIN CREEKS AT STONE CANYON PHASE III FOR EACH RESPECTIVE LOT. IN THE EVENT A 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 TWIN CREEKS AT STONE CANYON PHASE III AND IN CONFORMITY WITH ROGERS COUNTY STANDARDS.

14. RESTRICTIVE COVENANTS:
ADDITIONAL COVENANTS AND RESTRICTIONS FOR TWIN CREEKS AT STONE CANYON PHASE III ARE FILED, AS A SEPARATE INSTRUMENT, IN THE ROGERS COUNTY CLERK'S OFFICE.

15. 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.

16. 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 OF 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