

WOODSTONE

AN ADDITION TO THE TOWN OF CATOOSA, LOCATED IN U.S. GOVERNMENT LOTS 3 AND 4
OF SECTION NINETEEN (19), TOWNSHIP TWENTY (20) NORTH, RANGE FIFTEEN (15) EAST,
ROGERS COUNTY, OKLAHOMA

#641

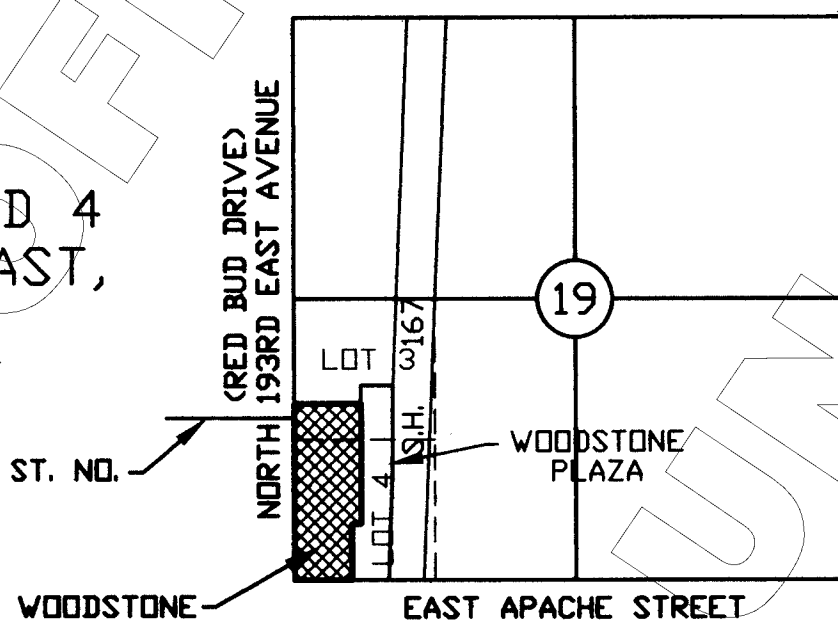
OWNER:

K2C BAR 3, LTD.
AN OKLAHOMA CORPORATION
P.O. BOX 446
CATOOSA, OKLAHOMA 74015
PHONE: (918) 266-1595

SURVEYOR:

HUDDESTON LAND SURVEYING, INC.
13408 SOUTH 127TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74011
PHONE: (918) 451-1925
C.A. NO. 1613(L.S.), EXP. DATE 06/30/99

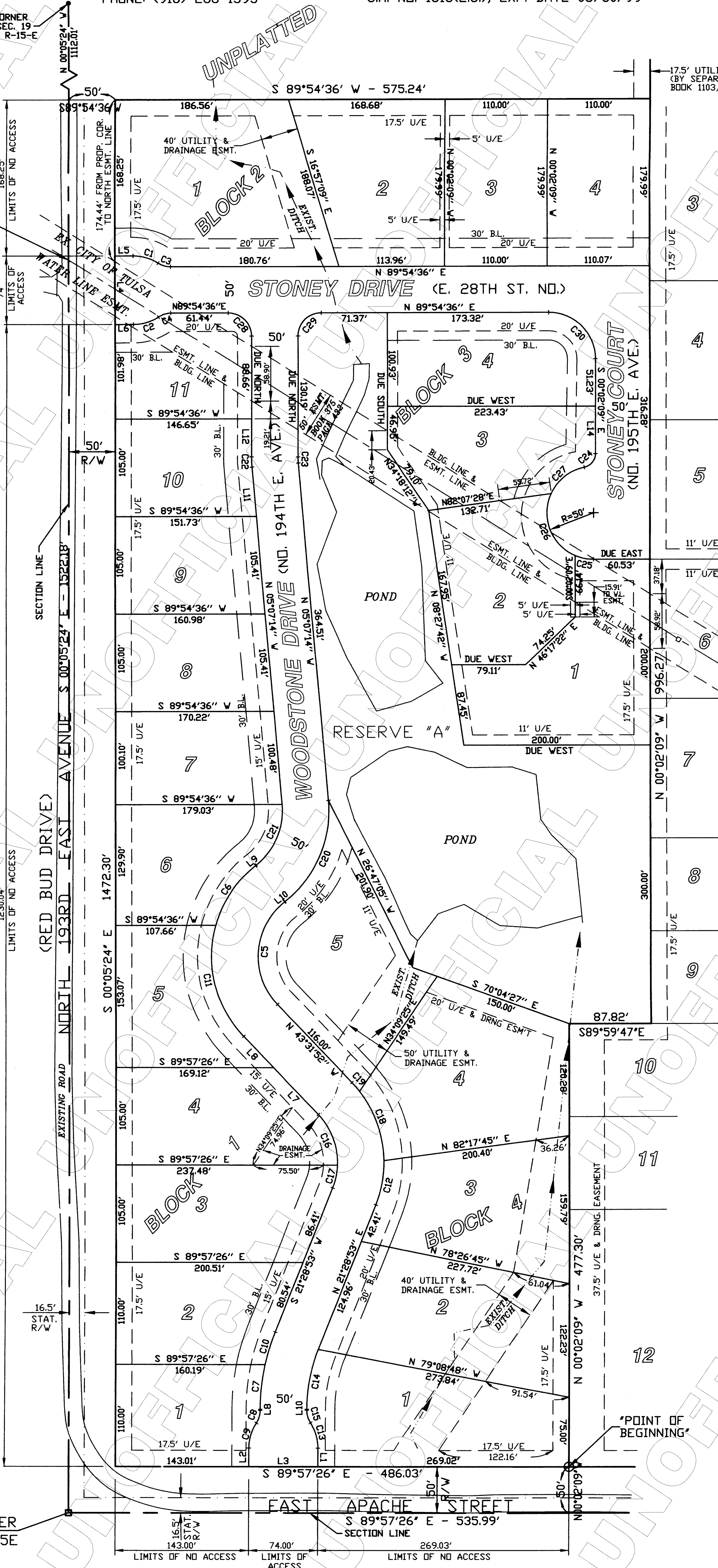
R - 15 - E



LOCATION MAP
24 LOTS - 18.50 ACRES

0 60 120

NW 1/4 CORNER
SW 1/4, SEC. 19
T-20-N, R-15-E



ADDRESS TABLE

LOT DESCRIPTION	ADDRESS
BLOCK 1, LOT 1	2602 No. 194th E. Ave.
BLOCK 1, LOT 2	2620 No. 194th E. Ave.
BLOCK 1, LOT 3	2638 No. 194th E. Ave.
BLOCK 1, LOT 4	2656 No. 194th E. Ave.
BLOCK 1, LOT 5	2674 No. 194th E. Ave.
BLOCK 1, LOT 6	2702 No. 194th E. Ave.
BLOCK 1, LOT 7	2720 No. 194th E. Ave.
BLOCK 1, LOT 8	2738 No. 194th E. Ave.
BLOCK 1, LOT 9	2756 No. 194th E. Ave.
BLOCK 1, LOT 10	2774 No. 194th E. Ave.
BLOCK 1, LOT 11	2602 No. 194th E. Ave.
BLOCK 2, LOT 1	19301 E. 28th Street
BLOCK 2, LOT 2	19401 E. 28th Street
BLOCK 2, LOT 3	19449 E. 28th Street
BLOCK 2, LOT 4	19497 E. 28th Street
BLOCK 3, LOT 1	2738 No. 195th E. Ave.
BLOCK 3, LOT 2	2756 No. 195th E. Ave.
BLOCK 3, LOT 3	2774 No. 195th E. Ave.
BLOCK 3, LOT 4	2792 No. 195th E. Ave.
BLOCK 3, LOT 5	19450 E. 28th St. No.
LIFT STATION	3100 No. 194th E. Ave.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 00°06'38" W	20.00'
L2	N 00°06'38" W	20.00'
L3	S 89°57'26" E	74.00'
L4	S 00°05'24" E	74.00'
L5	S 89°49'12" W	19.94'
L6	S 89°49'12" W	20.06'
L7	N 43°31'52" W	69.65'
L8	N 43°31'52" W	46.35'
L9	S 51°28'13" W	0.86'
L10	S 51°28'13" W	0.86'
L11	N 05°07'14" W	53.22'
L12	DUE NORTH	40.83'
L13	S 70°04'27" E	27.68'
L14	S 00°02'09" E	51.23'

CURVE TABLE

NUMBER	DELTA ANGLE	TANGENT	RADIUS	ARC LENGTH
C1	32°37'17"	14.63	50.00	28.47
C2	32°37'23"	14.63	50.00	28.47
C3	32°31'59"	7.29	25.00	14.20
C4	32°36'12"	7.31	25.00	14.23
C5	95°00'05"	81.85	75.00	124.36
C6	35°50'39"	40.43	125.00	78.20
C7	12°22'00"	24.38	225.01	48.57
C8	32°51'36"	7.37	25.00	14.34
C9	32°42'24"	14.67	50.00	28.54
C10	09°19'57"	18.37	225.01	36.65
C11	59°09'26"	70.95	125.00	129.06
C12	22°25'34"	24.78	125.00	48.93
C13	33°00'49"	14.82	50.00	28.81
C14	21°35'31"	33.37	175.00	65.95
C15	32°51'36"	7.37	25.00	14.34
C16	45°44'46"	31.64	75.00	59.88
C17	19°16'00"	12.73	75.00	25.22
C18	36°51'45"	41.66	125.00	80.42
C19	05°43'27"	6.25	125.00	12.49
C20	56°35'26"	67.29	125.00	123.46
C21	56°35'26"	40.38	75.00	74.08
C22	05°07'14"	5.59	125.00	11.17
C23	05°07'14"	3.35	75.00	6.70
C24	78°27'47"	12.25	15.00	20.54
C25	22°55'10"	10.14	50.00	20.00
C26	91°40'24"	51.48	50.00	80.00
C27	53°50'04"	25.39	50.00	46.98
C28	90°05'24"	25.04	25.00	39.31
C29	89°54'36"	24.96	25.00	39.23
C30	90°03'15"	50.05	50.00	78.59

SOUTHWEST CORNER
SEC. 19, T20N, R15E

STATE OF OKLAHOMA)
COUNTY OF ROGERS)

BOOK 1104 PAGE 0681

DEED OF DEDICATION

A PARCEL OR TRACT OF LAND LOCATED IN U.S. GOVERNMENT LOTS 3 AND 4, SECTION 19, TOWNSHIP 20 NORTH, RANGE 15 EAST, INDIAN BASE AND MERIDIAN, CITY OF CATOOSA, ROGERS COUNTY, OKLAHOMA, UNITED STATES GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 15 EAST; THENCE S 89°57'26" E A DISTANCE OF 535.99 FEET; THENCE N 00°02'09" W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N 00°02'09" W A DISTANCE OF 477.30 FEET; THENCE S 89°59'47" E A DISTANCE OF 87.82 FEET; THENCE N 00°02'09" W A DISTANCE OF 996.27 FEET; THENCE S 89°54'36" W A DISTANCE OF 575.24 FEET; THENCE S 00°05'24" E AND PARALLEL TO THE WEST SECTION LINE A DISTANCE OF 1,472.30 FEET; THENCE S 89°57'26" E AND PARALLEL TO THE SOUTH SECTION LINE A DISTANCE OF 486.03 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 18.45 ACRES, MORE OR LESS.

AND HAS CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED INTO BLOCKS, LOTS AND STREETS ACCORDING TO THE PLAT HEREWITH AND HAS CAUSED THE SAME TO BE NAMED AND DESIGNATED WOODSTONE, AND DOES HEREBY DEDICATE ALL THE STREETS SHOWN UPON SAID PLAT TO PUBLIC USE. EASEMENTS FOR THE INSTALLATION, MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE PLAT HEREWITH. WITHIN THESE EASEMENTS, NO STRUCTURES, PLANTINGS, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES. THE DRAINAGE AREAS AND/OR CHANNELS SHALL BE MAINTAINED IN THEIR PRESENT LOCATION AND NO CONSTRUCTION SHALL BE MADE TO INTERFERE WITH THE NATURAL FLOW OF WATER WITHIN THESE CHANNELS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT AND ALL IMPROVEMENTS FOR WHICH A PUBLIC UTILITY AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

CONDITIONS, RESTRICTIONS AND PROTECTIVE COVENANTS.

K2C BAR 3, LTD, AN OKLAHOMA CORPORATION, BEING DESIROUS OF ESTABLISHING A COMPATIBLE SYSTEM OF DEVELOPMENT OF SAID PROPERTY, AND PRESERVING THE CHARACTER THEREOF AS A RESIDENTIAL ADDITION, DOES HEREBY DECLARE AND ESTABLISH THE FOLLOWING RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS. SAME ARE HEREBY MADE FOR THE USE AND BENEFIT OF EACH AND EVERY PERSON ACQUIRING TITLE OR INTEREST IN SAID PROPERTY, AND ANY PERSON ACCEPTING CONVEYANCE HEREOF, EITHER DIRECTLY OR REMOTELY. ALL PROPERTIES IN THIS SUBDIVISION ARE SUBJECT TO THESE CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS, TO-WIT:

1. THESE COVENANTS, CONDITIONS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1999, AT WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TWENTY (20) YEARS. IT SHALL BE POSSIBLE, BY VOICE OF TWO-THIRDS (2/3) OF THE PROPERTY OWNERS IN WOODSTONE TO CHANGE THEM IN WHOLE OR IN PART AT ANY TIME CHANGES ARE DEEMED NECESSARY.

2. IF THE PARTIES HERETO, OR ANY OR THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN SAID SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING THE SAME AND, EITHER PREVENT HIM OR THEM FROM DOING SO, OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH DAMAGE.

3. INVALIDATION OF ANY ONE OF THESE COVENANTS, CONDITIONS, OR RESTRICTIONS, SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

4. ALL LOTS IN THIS SUBDIVISION SHALL BE RESTRICTED TO RESIDENTIAL SINGLE-FAMILY DWELLINGS. NO LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS AND/OR DWELLINGS.

5. NO BUILDINGS, NOR PARTS THEREOF, SHALL BE CONSTRUCTED AND MAINTAINED ON SAID LOTS NEARER TO THE FRONT PROPERTY LINES THAN THE BUILDING LINES SHOWN ON THE ACCOMPANYING PLAT. NO BUILDINGS SHALL BE CONSTRUCTED NEARER THAN FIFTEEN (15) FEET TO ANY INTERIOR PROPERTY, OR ENCRDACH ON THE EASEMENT LINES SHOWN. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED, OR PERMITTED TO REMAIN ON ANY LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT.

6. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

7. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING ERECTED IN THIS SUBDIVISION SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.

8. NO MANUFACTURED OR MOBILE HOME, NEW OR USED, NOR ANY DWELLING OR OUTBUILDING WHICH HAS BEEN PREVIOUSLY USED SHALL BE MOVED INTO THIS SUBDIVISION. THIS SPECIFICALLY PROHIBITS "MOVED IN" BUILDINGS, BUT DOES NOT PROHIBIT ACCEPTABLE MODULAR STRUCTURES IF APPROVED BY THE DEVELOPER AND/OR THE COMMITTEE RESPONSIBLE FOR APPROVAL OR DISAPPROVAL OF SUCH PLANS.

9. NO SINGLE STORY DWELLING SHALL BE ERECTED IN THIS SUBDIVISION WHICH HAS A LIVING SPACE OF LESS THAN 2200 SQUARE FEET. TWO-STORY, INCLUDING SPLIT-LEVEL, DWELLINGS SHALL HAVE A MINIMUM OF 1400 SQUARE FEET AT THE LOWER LEVEL, AND 800 SQUARE FEET AT THE UPPER LEVEL, WITH A MINIMUM OF 2200 SQUARE FEET TOTAL. LIVING SPACE EXCLUDES GARAGES AND PORCHES.

10. THE EXTERIOR WALLS OF ALL DWELLINGS AND GARAGES SHALL BE OF MASONRY CONSTRUCTION, STONE, STUCCO OR BRICK ONLY, FOR A MINIMUM OF THIRTY-FIVE (35) PER CENT OF THEIR EXTERIOR AREAS, THE REST TO BE GLASS, WOOD SIDING, OR WOOD SHINGLES.

11. ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO STANDARD SIZE AUTOMOBILES. ALL SERVANT QUARTERS, TOOL SHEDS, HOBBY ROOMS, ETC., SHALL BE ATTACHED TO THE HOUSE. DETACHED STRUCTURES TO BE BUILT ON ANY LOT SHALL CONFORM TO THE BASIC STYLING OF THE DWELLING THEREON. THE PLANS FOR SUCH STRUCTURES MUST BE SUBMITTED TO THE DEVELOPER (OR BUILDING COMMITTEE) FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION. CARPORTS, IN ADDITION TO A TWO-CAR GARAGE, WILL BE PERMITTED ONLY IF PLACED WHERE THEY WILL NOT BE BETWEEN THE RESIDENCE AND ANY STREET ADJOINING ANY PROPERTY.

12. OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT. CHILDREN'S WADING OR PLAY POOLS OF A TEMPORARY NATURE ARE PERMITTED. LOTS WITH SWIMMING POOLS SHALL PROVIDE SUFFICIENT SECURITY FENCING. SWIMMING POOL ANCILLARY EQUIPMENT SHALL BE SHIELDED FROM VIEW OF ADJACENT PROPERTY OWNERS AND THE STREETScape.

13. OUTSIDE ELECTRONIC RECEPTION DEVICES, OTHER THAN 18" OR 20" SATELLITE DISHES, SHALL BE CONFINED TO THE BACK YARD, AND SUFFICIENT FENCING SHALL BE BUILT TO SHIELD ITS VIEW FROM ADJOINING PROPERTY OWNERS. AN ARCHITECTURAL COMMITTEE DECISION REGARDING SUFFICIENCY OF FENCING SHALL BE CONSIDERED FINAL.

14. NO EXPOSED CLOTHES POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

15. NO OUTSIDE TOILETS SHALL BE ALLOWED ON THE PROPERTY HEREON DESCRIBED AND ALL SANITARY ARRANGEMENTS MUST COMPLY WITH LOCAL AND STATE HEALTH REQUIREMENTS.

16. THE FRONT YARD OF EACH LOT MUST BE FULLY SODDER OR SEEDED FOR GRASS.

17. NO OUTSIDE STORAGE OF BUILDING MATERIALS, OLD CARS, OR OTHER SALVAGE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED IN NINE MONTHS.

18. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE (1) SQUARE FOOT, OR ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS USED BY THE BUILDER TO ADVERTISE THE PROPERTY DURING CONSTRUCTION AND SALES PERIOD UNLESS APPROVED IN WRITING BY THE DEVELOPER.

19. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT EXCEPT FOR DOGS, CATS AND OTHER HOUSEHOLD PETS, PROVIDING THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

20. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT, AND ORDERLY MANNER.

21. NO BOATS, TRAILERS, CAMPER (MOBILE OR OTHERWISE), OR LIKE RECREATIONAL EQUIPMENT SHALL BE STORED ON ANY LOT UNLESS ENCLOSED IN A GARAGE OR SCREENED FROM VIEW FROM ANY PUBLIC STREET. NO SOLID VIEW OBSCURING PRIVACY FENCE MAY BE ERECTED, EXCEPT AROUND ANY POOL AREAS, AND IN NO CASE CLOSER THAN TWENTY-FIVE (25) FEET TO THE NEAREST PROPERTY LINE. NO STEEL POSTS AND WIRE FENCES WILL BE ALLOWED. CHAIN LINK FENCES, STEEL POSTS, AND TOP RAILS NOT EXCEEDING FIVE (5) FEET IN HEIGHT WILL BE ALLOWED.

22. COMPOSITION SHINGLES AND CERTAIN NOW EXISTING AND FUTURE TYPES OF SYNTHETIC OR NATURAL ROOFING MATERIALS WILL BE PERMITTED ON ANY STRUCTURE ERECTED ON ANY LOT UPON WRITTEN APPROVAL OF THE DEVELOPER OR THE BUILDING COMMITTEE. OTHER ROOFING SHALL BE RESTRICTED TO CEDAR SHINGLES, SLATE, OR BUILT UP ROOF. TAR AND GRAVEL WILL NOT BE PERMITTED. NO WHITE ROOFING MATERIAL WILL BE PERMITTED.

23. NO DWELLING, FENCE OR OTHER STRUCTURE SHALL BE STARTED IN THIS SUBDIVISION WITHOUT PRIOR APPROVAL OF THE PLANS AND SPECIFICATIONS BY THE BUILDING COMMITTEE. THE FIRST BUILDING COMMITTEE SHALL BE APPOINTED BY THE DEVELOPER AT SUCH TIME AS IT IS DETERMINED BY THEM THAT SUFFICIENT LOTS ARE SOLD TO WARRANT SAME. THREE (3) MEMBERS SHALL BE APPOINTED TO THIS COMMITTEE. ONE (1) MEMBER SHALL BE APPOINTED FOR ONE (1) YEAR, THE SECOND MEMBER FOR TWO (2) YEARS, AND THE THIRD MEMBER FOR THREE (3) YEARS. AFTER THIS INITIAL APPOINTMENT, A MAJORITY OF THE HOMEOWNERS SHALL APPOINT EACH YEAR A NEW MEMBER TO SERVE FOR THREE (3) YEARS. THE COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, AND A MAJORITY OF THESE MEMBERS SHALL BE REQUIRED FOR APPROVAL OR DISAPPROVAL OF PLANS AND SPECIFICATIONS. SHOULD PLANS AND SPECIFICATIONS BE SUBMITTED AND NO ACTION TAKEN WITHIN THIRTY (30) DAYS OF SUBMISSION OF SAME, SAID PLANS WILL BE DEEMED APPROVED. DUPLICATION OF FLOOR PLANS WITH A COMPLETE CHANGE OF EXTERIOR STYLING WILL BE PERMITTED ONLY WHERE AT LEAST TWO LOTS ARE BETWEEN LOCATIONS. DUPLICATION OF PLANS WILL BE PERMITTED ONLY WHERE THERE ARE AT LEAST FOUR LOTS BETWEEN SUCH DUPLICATIONS. TWO WORKING SETS OF DRAWINGS AND SPECIFICATIONS SHALL BE SUBMITTED, ONE FOR APPROVAL AND ONE FOR FILE.

24. DRAINAGE EASEMENTS: NO TREES, SHRUBS, OR SEEDLINGS OF ANY FORM SHALL BE PLANTED IN THE DRAINAGE EASEMENTS EXCEPT CERTAIN GRASSES NORMALLY USED FOR LAWN PURPOSES. NO OBSTRUCTIONS SHALL BE PLACED OR PERMITTED TO REMAIN IN ANY OF THE DESIGNATED DRAINAGES THAT WOULD HINDER OR RESTRICT THE FREE AND VOLUNTARY FLOW OF THE STREAM WATER FROM ITS INTENDED PASSAGEWAY. MAINTENANCE OF THE AREA SHALL BE THE RESPONSIBILITY OF THE LOT OWNER EXCEPT THAT THE CITY OF CATOOSA, OKLAHOMA, THEIR EMPLOYEES OR AGENTS, AT THEIR DISCRETION HAVE THE RIGHT TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF IMPROVING AND/OR MAINTAINING THE SAME. THERE WILL BE NO COMPENSATION TO THE LOT OWNERS FOR SUCH ACTIONS. CONSTRUCTION OF FENCES WITHIN SAID EASEMENTS WILL NOT BE PERMITTED.

25. HOMEOWNER'S ASSOCIATION:

25.1 FORMATION: THE DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED, A HOMEOWNERS ASSOCIATION NAMED THE "WOODSTONE HOMEOWNERS ASSOCIATION" OR NAME SIMILAR THERETO, (THE "ASSOCIATION") FOR THE GENERAL PURPOSES OF MAINTAINING THE ENTRYWAYS, STORM WATER MANAGEMENT AND RETENTION AREAS AND RESERVES, TREES, AND OTHER COMMON AREAS TO ENHANCE THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION. EVERY RECORD OWNER OF A FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION. ALL MEMBERS OF THE ASSOCIATION COVENANT AND AGREE TO PAY TO THE ASSOCIATION AN ANNUAL ASSESSMENT ESTABLISHED BY THE ASSOCIATION WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS AS DESIGNED ON THE PLAT.

25.2 MAINTENANCE:

THE ASSOCIATION EXCEPT AS HEREINAFTER PROVIDED, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF IMPROVEMENTS AND LANDSCAPING WITHIN ALL RESERVE AREAS DESIGNATED ON THE PLAT AND THE RESERVE AREAS ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION AT THE TIME OF FILING PLAT.

25.3 STORM WATER RETENTION FACILITY: A PARK AND UTILITY EASEMENT HAS BEEN DESIGNATED AS "RESERVE A" ON THE PLAT.

(A) THIS FACILITY IS FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF ALL LOTS IN THE SUBDIVISION.

(B) RESERVE "A" SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OF WOODSTONE, AN ADDITION TO THE CITY OF CATOOSA, STATE OF OKLAHOMA, ACCORDING TO THE STANDARDS AND ORDINANCES PRESCRIBED BY THE CITY OF CATOOSA. IF FOR ANY REASON THE HOMEOWNER'S ASSOCIATION SHALL FAIL TO PROPERLY MAINTAIN, CLEAN, AND MOVE ACCORDING TO THE STANDARDS AND ORDINANCES OF THE CITY OF CATOOSA, THE CITY OF CATOOSA MAY ENTER UPON SAID PROPERTY AND PERFORM SAID MAINTENANCE, CLEANING AND MOVING, AND THE COST THEREOF, IF NOT PAID, SHALL CONSTITUTE A LIEN UPON ALL LOTS OF THE SUBDIVISION WHICH MAY BE FORECLOSED BY THE CITY OF CATOOSA PER THE CODE ORDINANCES (SECTION 8-205.9). THIS COVENANT SHALL APPLY TO PRESENT OWNERS, THEIR HEIRS, DEVISEES AND ASSIGNS FOR THE BENEFIT AND STANDING TO ENFORCE OF THE CITY OF CATOOSA IN ADDITION TO ALL STATUTORY RIGHTS UNDER THE LAWS OF THE STATE OF OKLAHOMA.

UTILITY COVENANTS

26.1 ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICE LINES: IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICE, ALL LOTS ARE SUBJECT TO THE FOLLOWING:

(A) OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE, TELEPHONE, AND CABLE TELEVISION SERVICE MAY BE LOCATED ONLY ON THE WEST PROPERTY OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE, THROUGHOUT THE ADDITION, SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS RESERVED FOR GENERAL UTILITIES AND STREETS AS SHOWN ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES MAY BE LOCATED IN SUCH EASEMENT WAYS.

(B) UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE 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, CABLE TELEVISION, AND GAS SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON EACH LOT COVERING A FIVE (5) FOOT STRIP EXTENDING TWO AN A HALF (2 1/2) FEET ON EACH SIDE OF SUCH SERVICE TO THE HOUSE.

(C) THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS SERVICE, THROUGH THEIR 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, CABLE TELEVISION, OR GAS SO INSTALLED BY IT.

(D) THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, AND GAS 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 COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS FACILITIES, BUT THE OWNER WILL PAY FOR THE DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, ITS AGENTS OR CONTRACTORS.

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

26.2 WATER, SANITARY AND STORM SEWER: OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND SANITARY SEWER FACILITIES LOCATED ON THEIR LOTS AND SHALL PREVENT THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE ORIGINAL CONTOURS OF ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID FACILITIES. SAID ALTERATIONS OF GRADE RESTRICTIONS SHALL BE LIMITED TO EASEMENT AREAS.

THE CITY OF CATOOSA SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND PUBLIC SANITARY AND STORM SEWER FACILITIES, EXCEPT AS PROVIDED ABOVE FOR STORM WATER RETENTION FACILITY "RESERVE A", BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

THE CITY OF CATOOSA SHALL HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL EASEMENT WAYS SHOWN ON PLAT, FOR INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND WATER AND SEWER FACILITIES.

THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF CATOOSA AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

26.3 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, ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION SERVICE. NO LOT OWNER SHALL PLANT ANY TREE OR SHRUBBERY IN UTILITY EASEMENTS OR RIGHT-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN, OR HARM ANY UTILITIES IN SAID EASEMENTS OR RIGHTS-OF-WAY. 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.

26.4 WASTE: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF OF SUCH MATERIAL AND ALL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. LOTS AND SHALL BE KEPT CLEAN, NEAT, AND MOVED TO THE STREET. ALL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN EIGHTEEN (18) HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

27. CITY OF TULSA WATER FACILITIES

(A) THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE CITY OF TULSA WATER FACILITIES LOCATED ON HIS LOT.

(B) WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE CITY OF TULSA WATER FACILITIES, SHALL BE PROHIBITED.

(C) THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

(D) THE CITY OF TULSA, 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 OR ABOVEGROUND WATER FACILITIES.

(E) THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE WATERLINE EASEMENT DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, LANDSCAPING, PARKING AREAS, AND CURBING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

(F) THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 27 SHALL BE ENFORCEABLE BY THE CITY OF TULSA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

IN WITNESS WHEREOF, K2C BAR 3, LTD., AN OKLAHOMA CORPORATION, BEING THE OWNER OF THE WOODSTONE SUBDIVISION, WHICH IS PLATTED HEREWITH, HEREBY APPROVE THE FOREGOING DEED OF DEDICATION, CONDITIONS, RESTRICTIONS AND PLAT THIS 23rd DAY OF March, 19 98.

K2C BAR 3, LTD.

AN OKLAHOMA CORPORATION

ALAN W. BAKER, (PRESIDENT)

STATE OF OKLAHOMA)

COUNTY OF ROGERS)

THE FOREGOING DEED OF DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS THE 23rd DAY OF March, 19 98, BY ALAN W. BAKER.

My COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, MICHAEL JEROME HUDDLESTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO 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 "WOODSTONE", A SUBDIVISION IN THE CITY OF CATOOSA, ROGERS COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING EXECUTED THIS 25th DAY OF March, 19 98.

MICHAEL JEROME HUDDLESTON

OKLAHOMA REGISTERED LAND SURVEYOR #1103

STATE OF OKLAHOMA)

COUNTY OF ROGERS)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS THE 25th DAY OF March, 19 98, BY MICHAEL JEROME HUDDLESTON.

My COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF COUNTY TREASURER

I, Cory Pinkstun, COUNTY TREASURER OF ROGERS COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO THE AD VALOREM TAXES ON THE TRACT DESCRIBED ON THE PLAT HEREWITH AND FIND THAT ALL AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING DATED THIS 23rd DAY OF March, 19 98.

CORY PINKSTUN

COUNTY TREASURER

PLANNING COMMISSION APPROVAL

I, Bill Scullaw, CHAIRMAN OF THE CITY OF CATOOSA PLANNING COMMISSION, HEREBY CERTIFY THAT THE SAID COMMISSION DULY APPROVED THE FOREGOING COVENANTS AND PLAT HEREWITH OF WOODSTONE ON THE 27th DAY OF February, 19 98.

BILL SCULLAW

CHAIRMAN

ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CATOOSA, OKLAHOMA, THAT THE DEDICATION SHOWN ON THE PLAT HEREWITH OF WOODSTONE ARE HEREBY ACCEPTED.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CATOOSA, OKLAHOMA, ON THIS THE 23rd DAY OF March, 19 98.

PETER POKLEY

MAYOR, CITY OF CATOOSA

JUDY SCULLAW

CITY CLERK, CITY OF CATOOSA