PRELIMINARY PLAT

WYNSTONE - PHASE 2

A SUBDIVISION IN CITY OF COWETA, OKLAHOMA,
BEING A PART OF THE SW/4 OF SECTION TWENTY-FIVE (25),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN.

ENGINEER:
Wallace Engineering
123 N Martin Luther King Jr Blvd
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2021
nwatts@wallacesc.com

OWNER:
Integrity Development Group, LLC
3768 South Elm Place
Broken Arrow, Oklahoma 74011
Phone: (918) 830-1440
idgtulsa@gmail.com

SURVEYOR:
Bennett Surveying, Inc.
P.O. Box 848
Chouteau, OK 74337
Phone: (918) 476-7484
OK CA NO. CA 4502, EXPIRES 6/30/2020
wade@bennettsurveying.com

ZONING REQUIREMENTS

RS-3 - RESIDENTIAL SINGLE FAMILY

• MINIMUM LOT AREA:	6,000 SQUARE FEET
• MINIMUM LOT WIDTH AT FRONT BUILDING LINE:	50 FEET
• MINIMUM STREET ABUTTING:	30 FEET
• MAXIMUM BUILDING HEIGHT:	2½ STORIES OR 35 FEET

TYPICAL BUILDING SETBACKS

• SIDE LOT:	5 FEET
• FRONT SETBACK:	25 FEET
• REAR SETBACK:	15 FEET

NOTES

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
3. ALL SIDE LOT BUILDING SETBACKS SHALL BE 5 FEET UNLESS OTHERWISE NOTED.

FLOOD ZONE NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0120H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS NO PORTION OF THE PROPERTY DESCRIBED HEREON TO BE INSIDE OF THE 500-YEAR FLOOD PLAIN.

BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 25, T-18-N, R-15-E, AS BEING N88°43'07"E.

SITE DATA

EXISTING ZONING:	RS-3 - RESIDENTIAL SINGLE FAMILY
TOTAL ACREAGE:	39.34 ACRES (1,713,586.86 SQUARE FEET)
NUMBER OF BLOCKS:	5
NUMBER OF LOTS:	132
RESERVE AREAS:	3

UTILITY SERVICE PROVIDERS

WATER	-	WAGONER COUNTY RURAL WATER DISTRICT NO. 4
SEWER	-	CITY OF COWETA
ELECTRIC	-	PUBLIC SERVICE COMPANY OF OKLAHOMA
TELEPHONE	-	WINDSTREAMCOMMUNICATIONS
GAS	-	OKLAHOMA NATURAL GAS
CABLE	-	COX COMMUNICATION

MONUMENTATION

ALL CORNERS TO BE SET WITH A ⅜" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF WYNSTONE - PHASE 1; THENCE, N01°28'10"W FOR A DISTANCE OF 480.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 144.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°11'17", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.35 FEET, AND WHOSE LONG CHORD BEARS N43°37'29"E FOR A DISTANCE OF 35.41 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N88°31'50"E FOR A DISTANCE OF 50.00 FEET; THENCE, S01°28'10"E FOR A DISTANCE OF 220.32 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS S46°22'31"E FOR A DISTANCE OF 35.30 FEET. THENCE, N88°43'19"E FOR A DISTANCE OF 1039.89 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°19'44", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 38.98 FEET, AND WHOSE LONG CHORD BEARS N43°10'48"E FOR A DISTANCE OF 35.20 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°25'23"W FOR A DISTANCE OF 540.78 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°51'29", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS N46°21'08"W FOR A DISTANCE OF 35.31 FEET; THENCE, S88°43'06"W FOR A DISTANCE OF 12.58 FEET; THENCE, N01°27'25"W FOR A DISTANCE OF 334.56 FEET; THENCE, N88°42'39"E FOR A DISTANCE OF 1367.77 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 683.64 FEET; THENCE, S88°34'48"W FOR A DISTANCE OF 120.00 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 291.54 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 1,128.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS S36°37'09"W FOR A DISTANCE OF 39.45 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 58.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 14°01'24", HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS S08°28'08"E FOR A DISTANCE OF 30.52 FEET; THENCE, S01°27'25"E FOR A DISTANCE OF 99.79 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 50.13 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 84°18'50", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 36.79 FEET, AND WHOSE LONG CHORD BEARS S46°33'42"W FOR A DISTANCE OF 33.56 FEET. THENCE, S88°43'07"W FOR A DISTANCE OF 1063.99 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET. THENCE, N01°28'10"W FOR A DISTANCE OF 5.08 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 1,713,578.41 SQUARE FEET (39.34 ACRES), MORE OR LESS.

Line Data

Line #	Length	Bearing
L1	62.53'	N88° 43' 07"E
L2	30.79'	S88° 43' 07"W
L3	25.07'	S43° 29' 32"W
L4	22.39'	S01° 25' 12"E
L5	28.19'	N02° 19' 45"W
L6	27.35'	S01° 25' 23"E
L7	27.46'	N01° 25' 23"W
L8	27.34'	S01° 25' 23"E
L9	26.74'	N01° 25' 23"W
L10	26.62'	S01° 25' 23"E
L11	19.88'	S01° 25' 23"E

Curve Data

Curve #	Length	Radius	Delta
C1	24.53'	100'	014°03'27"
C2	24.48'	100'	014°01'24"

LINE LEGEND

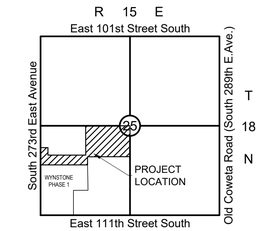
- PROPOSED RIGHT-OF-WAY
- PROPOSED BOUNDARY
- PROPOSED LOT LINE
- PROPOSED BUILDING LINE
- PROPOSED EASEMENT LINE
- PROPOSED CENTER LINE

ABBREVIATIONS

ACC	ACCESS
B/L	BUILDING LINE
BK PG	BOOK & PAGE
F/UE	FENCE & UTILITY EASEMENT
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

NORTH

Scale: 1"= 80'



Location Map
Scale: 1"= 2000'
NORTH

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PLAT DESIGNATED HEREIN AS 'WYNSTONE - PHASE 2' HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF COWETA, OKLAHOMA, AS RELATED TO SAID REGULATIONS AND REQUIREMENTS THAT ARE SPECIFICALLY REQUIRED OF THE OWNER, OR OF THE ENGINEER, OR OF THE SURVEYOR.

KEITH JONES, MANAGING MEMBER
INTEGRITY DEVELOPMENT GROUP, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

A. NICOLE WATTS
OKLAHOMA REGISTERED PROFESSIONAL ENGINEER #21511
WALLACE ENGINEERING
C.A. # 1460 , EXP. 6-30-2021

REGISTERED PROFESSIONAL ENGINEER A. NICOLE WATTS 21511 OKLAHOMA

R. WADE BENNETT
OKLAHOMA REGISTERED LAND SURVEYOR #1556
BENNETT SURVEYING, INC.
C.A. #4502, EXP. 6-30-2022

REGISTERED PROFESSIONAL LAND SURVEYOR R. WADE BENNETT 1556 OKLAHOMA

WYNSTONE - PHASE 2
SHEET 1 OF 3
DATE OF PREPARATION: MAY 26, 2021

PRELIMINARY PLAT

WYNSTONE - PHASE 2

*A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SW/4 OF SECTION TWENTY-FIVE (25),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN*

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT INTEGRITY DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF COWETA, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF WYNSTONE - PHASE 1; THENCE, N01°28'10"W FOR A DISTANCE OF 480.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 144.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°11'17", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.35 FEET, AND WHOSE LONG CHORD BEARS N43°37'29"E FOR A DISTANCE OF 35.41 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N88°31'50"E FOR A DISTANCE OF 50.00 FEET; THENCE, S01°28'10"E FOR A DISTANCE OF 220.32 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS S46°22'31"E FOR A DISTANCE OF 35.30 FEET. THENCE, N88°43'19"E FOR A DISTANCE OF 1039.89 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°19'44", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 38.98 FEET, AND WHOSE LONG CHORD BEARS N43°10'48"E FOR A DISTANCE OF 35.20 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°25'23"W FOR A DISTANCE OF 540.78 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°51'29", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS N46°21'08"W FOR A DISTANCE OF 35.31 FEET; THENCE, S88°43'06"W FOR A DISTANCE OF 12.58 FEET; THENCE, N01°27'25"W FOR A DISTANCE OF 334.56 FEET; THENCE, N88°42'39"E FOR A DISTANCE OF 1367.77 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 683.64 FEET; THENCE, S88°34'48"W FOR A DISTANCE OF 120.00 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 291.54 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 1,128.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS S36°37'09"W FOR A DISTANCE OF 39.45 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 58.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 14°01'24", HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS S08°28'08"E FOR A DISTANCE OF 30.52 FEET; THENCE, S01°27'25"E FOR A DISTANCE OF 99.79 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 50.13 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 84°18'50", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 36.79 FEET, AND WHOSE LONG CHORD BEARS S46°33'42"W FOR A DISTANCE OF 33.56 FEET. THENCE, S88°43'07"W FOR A DISTANCE OF 1063.99 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET. THENCE, N01°28'10"W FOR A DISTANCE OF 5.08 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,713,578.41 SQUARE FEET (39.34 ACRES), MORE OR LESS.

THE NON-ASTRONOMIC BEARINGS FOR SAID TRACT ARE BASED ON AN ASSUMED BEARING OF N88°43'07"E ALONG THE SOUTH LINE OF SECTION 25, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 132 LOTS IN 5 BLOCKS WITH 3 RESERVE AREA AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF 'WYNSTONE - PHASE 2', A SUBDIVISION IN CITY OF COWETA, OKLAHOMA, (WHEREVER THE WORD 'SUBDIVISION' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN WYNSTONE - PHASE 2' UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD 'CITY' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN CITY OF COWETA, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS 'U/E' 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 AND POWER LINES, AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE. SAID COVENANT STATES THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION MAY INTERFERE WITH THE USES AND PURPOSES OF THE EASEMENT. SAID COVENANT DOES PROHIBIT OBSTRUCTIONS WITHIN THE EASEMENTS HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.2 UNDERGROUND SERVICES

1.2.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE WEST AND SOUTH PERIMETER EASEMENT OF THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, SHALL BE LOCATED IN THE UTILITY EASEMENTS AT THE BACK OF THE LOTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION.

1.2.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN 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 THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.2.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE 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 FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.2.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.5 THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

1.3.1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS LOCATED ON THEIR LOT.

1.3.2 WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT THE ALTERATION OF GRADE IN EXCESS OF A FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

1.3. CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS: THE CITY OF COWETA, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO GENERAL UTILITY EASEMENTS AND DRAINAGE EASEMENTS 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 STORM SEWER FACILITIES.

1.3. CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF WATER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS - THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS 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 AND SANITARY SEWER FACILITIES.

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS 'RWD4 EASEMENT' OR 'RWD4 R/W EASE' ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

C. WHERE WATERLINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS.

WHERE SANITARY SEWER LINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS.

1.3.5 THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.3 SHALL BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 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 LOT 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 THEIR LOT. FENCING IS PERMITTED SUCH THAT THE CONSTRUCTION OF SUCH DOES NOT RESTRICT OR CONFINE THE FLOW OF SURFACE WATER. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY CITY OF COWETA, OKLAHOMA.

1.5 GAS SERVICE

1.5.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY 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.

1.5.2 THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT 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 OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.5.3 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.

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.6.1 NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY.

1.6.2 THE GOVERNMENT WILL REMOVE OBSTRUCTIONS FROM THE RIGHT-OF-WAY THAT ARE DEEMED TO BE A DANGER TO PUBLIC SAFETY WITHOUT NOTICE.

1.6.3 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR LANDSCAPING AND PAVING DAMAGED OR REMOVED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. IT SHALL BE NOTED THAT CITY OF COWETA, OKLAHOMA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.7 SIDEWALKS

1.7.1 SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE ABUTTING LOT AT SUCH OWNER'S EXPENSE, THE SIDEWALK ABUTTING A LOT SHALL BE COMPLETED ACCORDING TO CITY OF COWETA SPECIFICATIONS PRIOR TO INITIAL OCCUPANCY OF THE STRUCTURE OF THE ABUTTING LOT.

1.7.2 THIS RESTRICTIVE COVENANT MAY BE ENFORCED BY ANY OWNER OF A LOT IN THE SUBDIVISION, THE HOMEOWNERS ASSOCIATION OR WAGONER COUNTY.

SECTION II. RESERVE AREAS

2.1 RESERVE AREA 'A' AND 'B'

2.1.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREAS 'A' AND 'B' FOR THE PURPOSE OF THE DELIVERY OF UTILITIES, IN AN UNOBSTRUCTED MANNER, TO LOTS FROM PUBLIC STREETS AND EASEMENTS.

2.1.2 RESERVE AREAS 'A' AND 'B' SHALL BE UTILIZED FOR UTILITY EASEMENT, COMMON AREAS AND OPEN AREAS. RESERVE AREA 'B' SHALL ALSO BE UTILIZED AS FOR RECREATIONAL USE.

2.2 RESERVE AREA 'C'

2.2.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'C' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2.2.2 DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

2.2.3 NO FENCE (EXCEPT ALONG EVANS ROAD), WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVE AREA NOR SHALL THERE BY ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE CITY OF COWETA.

2.2.4 DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

2.2.4.1 GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

2.2.4.2 CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

2.2.4.3 THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

2.2.4.4 CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED AS NECESSARY.

2.2.5 LANDSCAPING, SHALL BE ALLOWED WITHIN THE RESERVE.

2.2.6 IN THE EVENT THE HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVE, THE CITY OF COWETA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA MAY FILE OF RECORD A COPY OF STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY WAGONER COUNTY.

2.2.7 RESERVE AREA 'C' SHALL BE UTILIZED AS A STORMWATER DETENTION EASEMENT, UTILITY EASEMENT, PARK AND OPEN SPACE USES.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

3.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

3.1.1 NO BUILDING, FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY INTEGRITY DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE 'ARCHITECTURAL COMMITTEE'. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE OR ELECTRONICALLY AND SHALL INCLUDE A SITE PLAN, WHICH INCLUDES DRAINAGE, FLOOR PLAN AND EXTERIOR ELEVATIONS. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 14 CALENDAR DAYS AFTER SUBMISSION, THE PLANS WILL BE CONSIDERED APPROVED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

3.1.2 THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREIN AFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIAL, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3.1.3 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE CLOSING OF ALL OF THE LOTS OF WYNSTONE - PHASE 2, BE DEEMED TRANSFERRED TO THE HOMEOWNER'S ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNER'S ASSOCIATION.

3.2 FLOOR AREA OF DWELLING

3.2.1 SINGLE STORY. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3.2.2 TWO STORY AND STORY AND A HALF. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,200 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3.2.3 COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

3.3 GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

3.4 FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

3.5 MASONRY

3.5.1 THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% MASONRY (STONE/BRICK), STUCCO OR A COMBINATION THEREOF (EXCLUDING WINDOWS, DOORS, PORCHES, AND PATIOS), UNLESS WAIVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

3.6 WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

3.7 ROOF PITCH

3.7.1 NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12 OVER 70% OF THE HORIZONTAL AREA COVERED BY ROOF, UNLESS WAIVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

3.8 ROOFING MATERIALS

3.8.1 ROOFING SHALL BE SELF-SEALING COMPOSITION ARCHITECTURAL GRADE ROOFING SHINGLES, WEATHERED WOOD OR EQUIVALENT (LESS THAN 225#, AND 3 TAB SHINGLES ARE NOT ALLOWED), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREIN AFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

3.9 ROOFTOP PROTRUSIONS

IF POSSIBLE, METAL ROOFTOP PROTRUSIONS ARE NOT TO BE LOCATED ON THE FRONT SIDE OF THE RESIDENCE. ALL EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED TO MATCH SHINGLE COLOR OR SIDING COLOR.

3.10 ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT, WITH THE EXCEPTION OF A CONSTRUCTION TRAILER OR SALES OFFICE BY THE DEVELOPER.

3.11 OUTBUILDINGS

3.11.1 ALL STORAGE OUTBUILDINGS ARE PROHIBITED. ANY OTHER OUTBUILDINGS INCLUDING, BUT NOT LIMITED TO, OUTDOOR PLAYHOUSES, DOLLHOUSES, ETC., MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

3.12 OUTDOOR RECREATIONAL STRUCTURES & EQUIPMENT

3.12.1 SWIMMING POOLS. ABOVE GROUND POOLS ARE PROHIBITED, WITH THE EXCEPTION OF SMALL POOLS LESS THAN 8FT. IN DIAMETER.

3.12.2 BASKETBALL GOALS. PORTABLE BASKETBALL GOALS ARE NOT ALLOWED IN FRONT YARDS. ALL BASKETBALL GOALS WHICH ARE PLACED IN THE FRONT YARD AREA MUST BE PERMANENTLY ANCHORED IN THE GROUND.

3.12.3 MISCELLANEOUS ATHLETIC EQUIPMENT. NO MISCELLANEOUS ATHLETIC EQUIPMENT IS ALLOWED IN FRONT YARDS. MISCELLANEOUS ATHLETIC EQUIPMENT INCLUDES, BUT NOT LIMITED TO, TRAMPOLINES, SOCCER GOALS, ETC.

3.13 FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT AN INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET. ON CORNER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

3.14 YARDS AND SETBACKS

3.14.1 STREET SETBACK. NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

3.14.2 SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH.

3.14.3 REAR YARD. THE REAR YARD SHALL NOT BE LESS THAN 15 FEET AS MEASURED FROM THE REAR PROPERTY LINE TO THE REAR WALL OF THE HOME.

3.14.4 EASEMENT SETBACKS. NO BUILDING SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

3.15 BUILDING HEIGHT

NO BUILDING SHALL EXCEED 2 1/2 STORIES OR 35 FEET IN HEIGHT.

PRELIMINARY PLAT

WYNSTONE - PHASE 2

A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SW/4 OF SECTION TWENTY-FIVE (25),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

3.16 LOT FENCING/LANDSCAPING

3.16.1 FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF COWETA ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO WITHIN TEN (10) FEET OF THE PROPERTY LINE FORMING A SIDE YARD BOUNDARY OF THE LOT. FENCES SHALL BE OF WOOD, BRICK, STUCCO, ORNAMENTAL IRON OR STONE. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. ALL FENCING MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE IN WRITING PRIOR TO INSTALLATION. DECORATIVE FENCING MAY BE INSTALLED IN THE NON PERMITTED AREAS WITH WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.

3.16.2 FENCING ON LOTS 6-9 AND LOTS 25-29 OF BLOCK 4 WHERE THEY ABUT RESERVE AREA 'A' MAY ONLY HAVE A 4 FOOT HIGH WROUGHT IRON OR WOOD RAIL WITH BLACK VINYL CHAIN LINK FENCING ON THE PORTIONS OF THE YARDS WHICH ABUT THE RESERVE AREAS. NO PRIVACY FENCES WILL BE ALLOWED ALONG THIS RESERVE AREA. ANY SIDE FENCING OVER 4 FEET MUST TAPER TO MATCH. THE TAPER MUST BEGIN A MINIMUM OF 10 FEET FROM THE RESERVE AREA.

3.16.3 THE FRONT YARDS OF ALL LOTS MUST BE LANDSCAPED UPON COMPLETION OF THE RESIDENCE. ALL FRONT, SIDE AND BACK YARDS MUST BE SODDED ON THE COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION.

3.16.4 ONE (1) 2 INCH CALIPER TREE SHALL BE REQUIRED TO BE PLANTED AND MAINTAINED ON EACH LOT WITHIN THE FRONT YARD AREA. NO TREE OR SHRUB SHALL BE PLANTED WITHIN A STREET RIGHT-OF-WAY.

3.17 SATELLITE DISHES, ANTENNAS AND SOLAR PANELS

3.17.1 EXTERIOR TELEVISION, 'CB' RADIO OR OTHER TYPE ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 24" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS NOT INSTALLED ON THE FRONT OF THE DWELLING, OR WITHIN 25 FEET FROM THE FRONT OF THE HOUSE. OWNER MUST HAVE WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE TO WAIVE THIS COVENANT.

3.17.2 ANY SOLAR PANEL INSTALLATION MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT TO PROHIBIT ANY SOLAR PANEL INSTALLATION.

3.18 LOT MAINTENANCE

EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS. UNDER NO CIRCUMSTANCES SHALL GRASS CLIPPINGS BE ALLOWED WITHIN THE STREET AREA.

3.19 RECREATIONAL VEHICLES, EQUIPMENT, AND UTILITY TRAILERS

BOATS, TRAILERS, CAMPERS, MOTOR HOMES AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE ALLOWED ON ANY LOT OR DRIVEWAY FOR MORE THAN 48 HOURS, EXCEPT WITH AN ENCLOSED GARAGE. UNDER NO CIRCUMSTANCES CAN ANY OF THE ABOVE MENTIONED BE ON ANY LOT OR DRIVEWAY CONTINUALLY, AND/OR FOR OVER 30 DAYS TOTAL DURING A CALENDAR YEAR.

3.20 INOPERATIVE VEHICLES

NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. INOPERATIVE VEHICLES SHALL NOT BE PARKED OR STORED ON ANY STREET OR DRIVEWAY.

3.21 CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

3.22 TRASH CONTAINERS

TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ABUTTING STREETS. NO EXPOSED GARBAGE CANS, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

3.23 MAILBOXES

AS LONG AS RURAL TYPE MAILBOX IS IN USE IN WYNSTONE - PHASE 2 FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE 'INSIDE EDGE' OF THE DRIVEWAY. 'INSIDE EDGE' SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

3.24 ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. LOTS SHALL BE KEPT CLEAN OF ANY AND ALL ANIMAL BY-PRODUCTS. ALL ANIMALS MUST BE KEPT WITHIN THE CONFINEMENTS OF THE HOME/YARD AND/OR MUST BY KEPT ON A LEASH AT ALL TIMES. NO ANIMAL IS ALLOWED TO RUN 'FREELY' WITHIN THE SUBDIVISION AT ANY TIME.

3.25 NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. THIS INCLUDES BUT IS NOT LIMITED TO 'NOISE POLLUTION' GENERATED FROM VEHICLES, MOTORS, ANIMALS, ETC.

3.26 MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

3.27 TEMPORARY TRASH RECEPTACLE

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION PERIOD OF THE HOUSE. THE TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

3.28 ON-STREET PARKING

NO OWNER OR RESIDENT SHALL PARK ANY VEHICLE IN THE STREETS OR COMMON AREAS AT ANY TIME. THIS INCLUDES UTILITY TRAILERS AND WORK VEHICLES/TRAILERS. THERE CAN BE EXCEPTIONS FOR FAMILY EVENTS AND SPECIAL OCCASIONS.

3.29 SEASONAL HOUSE AND YARD DECORATIONS

3.29.1 SEASONAL HOUSE AND YARD DECORATIONS WILL BE ALLOWED FOR 15 CALENDAR DAYS BEFORE AND 7 DAYS AFTER ALL HOLIDAY SEASONS, EXCEPT CHRISTMAS. CHRISTMAS DECORATIONS, INCLUDING LIGHTS, MAY BE INSTALLED AFTER THE 1ST OF NOVEMBER AND MUST BE REMOVED BY JANUARY 31ST.

3.29.2 ALL STATUES AND FIGURINES OVER THREE (3) FEET IN HEIGHT, LANDSCAPE FEATURES/STRUCTURES, BIRD BATHS, FLAG POLE DISPLAYS AND OTHER SIMILAR ITEMS MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE BEFORE INSTALLATION.

3.30 DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTIONS I, II AND III, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF COWETA ZONING CODE AS THE SAME EXISTED ON THE DATE HEREOF, OR AS SUBSEQUENTLY AMENDED.

SECTION IV. HOMEOWNER'S ASSOCIATION

4.1 FORMATION OF HOMEOWNER'S ASSOCIATION: THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE 'WYNSTONE' HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE 'ASSOCIATION'), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF WYNSTONE.

4.2 MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

4.3 COVENANT FOR ASSESSMENTS: THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN WYNSTONE. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE OF THE LIEN OF ANY FIRST MORTGAGE.

4.4 ENFORCEMENT RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION 1 HEREOF MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE ENFORCED BY APPROPRIATE ACTION IN ANY COURT OF COGNIZANT JURISDICTION, IN SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.

5.2 VALIDITY

VIOLATION OF OR FAILURE TO COMPLY WITH THESE COVENANTS AND RESTRICTIONS SHALL NOT AFFECT THE VALIDITY OF ANY MORTGAGE, BONA FIDE LIEN OR OTHER SIMILAR SECURITY INSTRUMENT WHICH MAY BE THEN EXISTING ON ANY LOT. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTION, OR ANY PORTIONS THEREOF, BY A JUDGEMENT, DECREE, OR COURT ORDER SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS OR COVENANTS HEREIN CONTAINED WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT ANY PORTION OF THESE COVENANTS CONFLICT WITH ANY ORDINANCE OR REGULATION PROMULGATED BY A GOVERNMENTAL AUTHORITY, THEN THE GOVERNMENTAL PROVISIONS SHALL CONTROL.

5.3 DURATION

THESE COVENANTS SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2028, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2028, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION 5.4.

5.4 AMENDMENT OR TERMINATION

ANY AND ALL OF THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

5.5 SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS ______ DAY OF ______________, 2021.

INTEGRITY DEVELOPMENT GROUP, LLC
an OKLAHOMA LIMITED LIABILITY COMPANY

BY: ____________________________________
KEITH JONES, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS______DAY OF______________, 2021, PERSONALLY APPEARED KEITH JONES TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER 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 SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, R. WADE BENNETT , 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 HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS _________ DAY OF _____________________, 2021.

REGISTERED PROFESSIONAL LAND SURVEYOR R. WADE BENNETT 1556 OKLAHOMA

BY: ___________________________
R.WADE BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1556

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ______ DAY OF _____________________, 2021, PERSONALLY APPEARED TO ME R. WADE BENNETT KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES NOTARY PUBLIC

CITY OF COWETA APPROVALS

APPROVED: APPROVED:

COWETA PLANNING COMMISSION CHAIRMAN

MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK

CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, DANA PATTEN, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2021 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS WYNSTONE - PHASE 2.

DANA PATTEN, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED WYNSTONE - PHASE 2 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK

PLOT DATE: Wed, 26 May 2021 FILE: \\CIVIL-SERVER\PROJECTS\2040093.15 WYNSTONE\PHASE II\04 DRAWINGS\PLAT\FINAL PLAT PHASE 1\PRELIMINARY COVENANTS