AGENDA
TECHNICAL ADVISORY COMMITTEE
CONFERENCE ROOM
DAWES BUILDING CITY OFFICES
113 WEST DAWES AVE
BIXBY, OK 74008
August 06, 2014 – 10:00 AM

1. Call to Order

2. **Final Plat – "Brisbane Office Park" – JR Donelson, Inc. (PUD 60).** Discussion and comment on a Final Plat and certain Modifications/Waivers for "Brisbane Office Park" for approximately 10 acres in part of the W. 10 Ac. of the E. 20 Ac. of Government Lot 1, Section 31, T18N, R14E.
   Property Located: 10422 E. 111th St. S.

3. Old Business

4. New Business

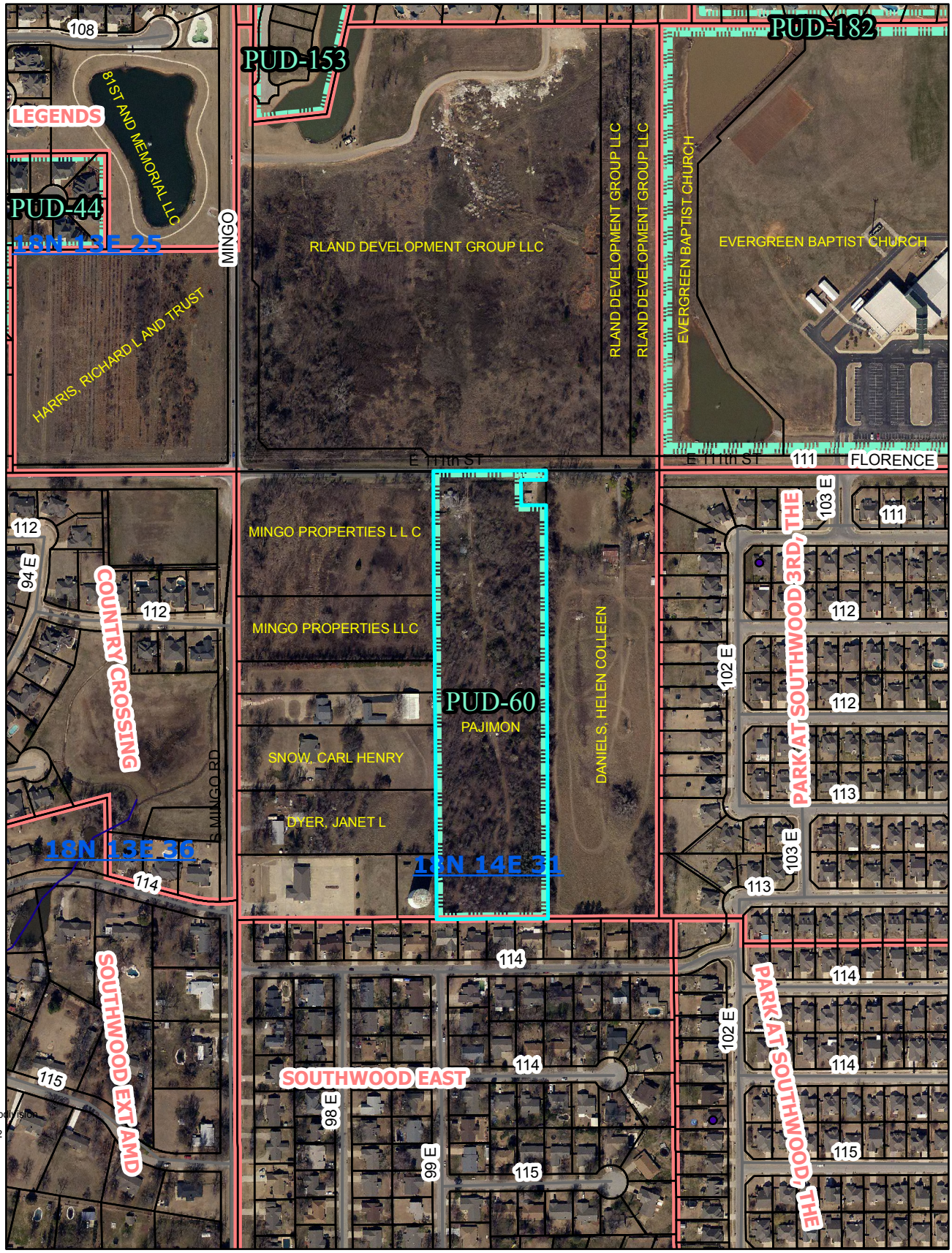
5. Adjournment

Posted By: _____

Date: _____

Time: _____

Final Plat of "Brisbane Office Park"



City of Bixby ~ Planning
Printed 07/30/2014

PLAT No.

ENGINEER/SURVEYOR:
JR DONELSON, INC.
12820 SO. MEMORIAL DR.
OFFICE 100
BIXBY, OKLAHOMA 74008
PHONE: 918-394-3030
C.A. NO. 5611 EXP. 6-30-15
EMAIL: JRDON@TULSACOXMAIL.COM

OWNER:
STORETULSA.COM, LLC

CONTACT: MATT MEANS
PHONE: 918-381-9655
EMAIL: MATT@STORETULSA.COM

FINAL PLAT
BRISBANE OFFICE PARK

AN ADDITION SITUATED IN THE GOVERNMENT LOT 1 OF SECTION 31, T-18-N, R-14-E OF THE INDIAN BASE AND MERIDIAN, TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.

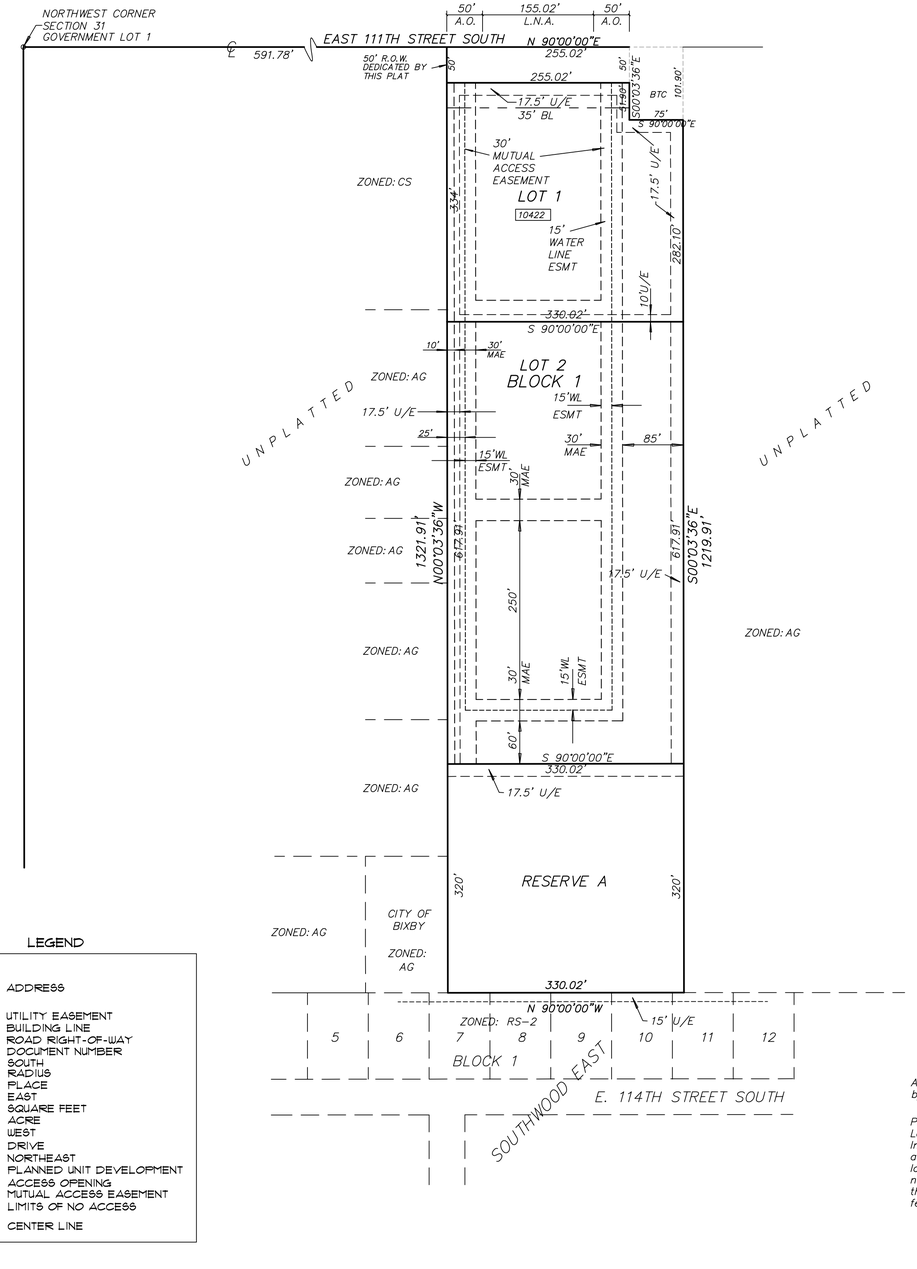
PUD NO. 60

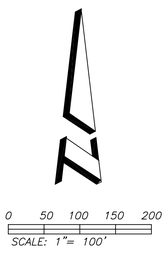
FINAL PLAT
CERTIFICATE OF APPROVAL

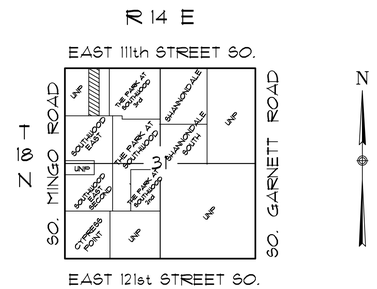
I Hereby certify that this plat was approved by the City Council of the City of Bixby on _____
By: _____
Mayor - Vice Mayor

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

By: _____
City Manager - City Clerk







TULSA COUNTY

LOCATION MAP

SCALE: 1"= 2000'

SUBDIVISION CONTAINS:
AREA = 9.87 ACRES 429,963 SF
NO. LOTS 2 BLOCKS 1
RESERVE AREAS: 2

JULY 15, 2014
C:\MATTMEANS\MEANSFP071814.DWG

"Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.

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 Surveyors.

BASIS FOR BEARINGS:
The basis for bearings is the North line Section 31, T-18-N, R-14-E, with an assumed bearing of N 90°00'00"E.

FEMA FLOODPLAIN NOTE:
The subject property is contained in Zone X
Map No. 40143C0388L AND 40143C0451L
Date: October 16, 2012

LEGEND

10422	ADDRESS
U/E	UTILITY EASEMENT
BL	BUILDING LINE
R.O.W.	ROAD RIGHT-OF-WAY
Doc.No.	DOCUMENT NUMBER
SO.	SOUTH
R	RADIUS
PL	PLACE
E	EAST
SF	SQUARE FEET
AC	ACRE
W	WEST
DR.	DRIVE
NE	NORTHEAST
PUD	PLANNED UNIT DEVELOPMENT
A.O.	ACCESS OPENING
MAE	MUTUAL ACCESS EASEMENT
L.N.A.	LIMITS OF NO ACCESS
℄	CENTER LINE

CERTIFICATE

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

I, Pat Key, Tulsa County Clerk, in and for the County and State of Oklahoma above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the _____ day of _____
Pat Key, Tulsa County Clerk

_____
Deputy

PROPERTY DESCRIPTION

An Addition being more particularly described by metes and bounds, by Charles K. Howard, L.S. 297, as follows, to-wit:

Part of the west 10 acres of the east 20 acres of Government Lot 1, in Section 31, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof less a tract of land beginning 846.8 feet east and 26.9 feet south of the northwest corner of Government Lot 1; thence south 75 feet; thence east 75 feet; thence north 75 feet; thence west 75 feet to the point of beginning.

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

BRISBANE OFFICE PARK

PUD NO. 60

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, StoreTulsa.com, LLC is the owner in fee simple to the following described property in the City of Bixby, Tulsa County, Oklahoma, to-wit:

An Addition being more particularly described by metes and bounds, by Charles K. Howard, L.S. 297, as follows, to-wit:

Part of the west 10 acres of the east 20 acres of Government Lot 1, in Section 31, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof less a tract of land beginning 846.8 feet east and 26.9 feet south of the northwest corner of Government Lot 1; thence south 75 feet; thence east 75 feet; thence north 75 feet; thence west 75 feet to the point of beginning.

and have caused the above-described land to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, and have designated the same as "Brisbane Office Park", an Addition to the City of Bixby, Tulsa County, Oklahoma (hereinafter sometimes referred to as the "Subdivision").

SECTION 1. PUBLIC COVENANTS

A. UTILITY EASEMENTS

The Owners hereby dedicate to the public use forever the easements as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing, replacing any and all utilities including storm sewer, sanitary sewer, telephone and communication lines, electric power lines and transformers, gas lines and water 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 into and upon said utility easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above or below ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easement or rights-of-way as shown, provided however, that the owner hereby reserves the right to construct, maintain, operate, lay and relay water lines and sanitary sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all public streets, alleys, and utility easements, shown on said plat, for the purposes of furnishing water and/or sanitary sewer services to the area included in said plat.

B. WATER AND SANITARY SEWER SERVICE

In connection with the provision of water and sanitary sewer service, all lots are subject to the following provisions, to-wit:

The owner of each lot shall be responsible for the protection of the public water mains and the public sanitary sewer facilities located on his lot and within the depicted street right-of way and utility easement areas, if ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense and subject to the City of Bixby approval.

The Owners or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, the owner will pay damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors.

The City of Bixby or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, including the "15' Restricted Water Line Easement", (to be used only for water lines) or 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.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Bixby or its successors, and the owner of the lot agrees to be bound hereby.

C. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service lines, the lot is subject to the following:

1. Street light poles or standards shall be served by underground cable and elsewhere throughout said Addition all supply lines shall be located underground, in the easement-ways reserved for the general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

2. All supply lines in the Subdivision including electric, telephone, cable television and natural gas service lines shall be located underground in the easements reserved for general utility services and streets shown on the plan of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

3. Underground service cables and natural gas service lines to all buildings which may be located in the Subdivision may be run from the nearest natural gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot: provided that upon that the installation of such a service cable or a natural gas service line to a particular building, 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 natural gas main to the service entrance on the building.

4. The supplier of electric, telephone, cable television and natural 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 natural gas service facilities so installed by it.

5. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or natural gas facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of the 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.

D. STORM SEWER

1. The storm sewers will be privately owned and privately maintained.

2. StoreTulsa.com, LLC, or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all storm sewer systems for the purpose of installing, maintaining, removing or replacing any portion of the underground storm sewer system.

3. No permanent fence, permanent wall, permanent building, or permanent structure which would cause an obstruction shall be placed or maintained in the Reserve 'A' and "B" area, and any construction activity which would interfere with the storm sewer system shall be prohibited.

4. The storm sewers shall be owned by and maintained, at the sole cost and expense, of the owner of the lot upon which the storm sewers are located.

5. The owner of each lot shall be responsible for the protection of the storm sewer located on their lot and shall prevent the alteration of grade or any construction activity which may interfere with said storm sewer. The alteration of grade from the contours existing upon the completion of the installation of storm sewer, or any construction activity which would interfere with storm, shall be prohibited.

E. SURFACE DRAINAGE

1. 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.

2. No property owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. No property owner shall modify or change the direction of drainage of surface stormwater from the original approved construction plans on file at the City of Bixby.

3. The property owner shall prevent the alteration of grade within all easement areas from the original contours (finish grade) and shall prevent any construction activity which may interfere with such public water mains, valves, storm sewers, and or public sanitary sewer facilities.

4. The covenants set forth in this section shall be enforceable by any affected property owner and by the City of Bixby, Oklahoma.

F. OWNER RESPONSIBILITY WITHIN EASEMENTS.

The owner of the lots shall be responsible for the repair and replacement of any propertly permitted landscaping and paving within the utility easements on the lot in the event it is necessary to repair any underground water or sewer mains, electric, natural gas, cable television, or telephone service.

G. LAND USE

All construction shall be strictly according to the ordinances of the City of Bixby, Oklahoma.

H. "RESERVE A" and "RESERVE B", DETENTION POND.

1. The Stormwater Drainage and Detention system shall be designed and constructed in accordance with the Adopted Ordinances, Resolutions standards and design requirements as adopted by the City of Bixby, as appropriate, and shall be so designed to collect and pass the runoff from a 100-year frequency flood under conditions of full urbanization. The 2, 5, 10, 50, 100 year flows shall be modeled and 500 year flow analyzed. The entire flow shall be confined within the said Stormwater Drainage and Detention system.

2. The stormwater detention facilities shall be designed and constructed in accordance with City of Bixby adopted standards.

SECTION 2. PLANNED UNIT DEVELOPMENT RESTRICTIONS

A. DEVELOPMENT AREA A (OFFICE USE)

LAND AREA:

Gross:	2.49 acres	108,494 square feet
Net:	2.49 acres	108,494 square feet

PERMITTED USES (to be allowed by right):
Those uses permitted are all the Use Units allowed by right within the "OL" zoning district of the City of Bixby Zoning Code as well as Use Unit 16 mini-storage business use; and all accessory uses permitted in the underlying zoning district and in the Planned Unit Development Chapter of the City of Bixby Zoning Code.

MINIMUM FRONTAGE	75'
MAXIMUM BUILDING FLOOR AREA	12,375 sf
MAXIMUM BUILDING HEIGHT (mini-storage buildings)	25 sf
MAXIMUM BUILDING HEIGHT (office building)	25 sf

(.30 Floor Area Ratio is specified in Section 11-7C-4 of the City of Bixby Zoning Code for the OL Zoning District and is incorporated into Section 11-7I-5A-2 of the Code.)

MINIMUM BUILDING SETBACKS

West boundary	10.0 feet
South boundary	0 feet
North boundary	
In addition to the right of way designated on the Major Street and Highway Plan for E. 111th St.	50.0 feet
East boundary	10.0 feet

To the distance add 1 foot for each 1 foot of building height exceeding 18 feet.

B. DEVELOPMENT AREA B (MINI-STORAGE USE)

LAND AREA:

Gross:	4.68 acres	203,922.65 square feet
Net:	4.68 acres	203,922.65 square feet

PERMITTED USES
Mini-storage use, specified as an "included use" in Use Unit 16 office use, and all accessory uses permitted in the OL Zoning District. (Provided, upon approval of the rezoning of Development Area A to the OL Zoning District and upon approval of the PUD by the City Council, no special exception shall be required for mini-storage use in Development Area B.

MINIMUM FRONTAGE	N/A
MAXIMUM BUILDING FLOOR AREA (using .50 FAR)	
(.50 Floor Area Ratio per new Section 11-9-16-C of the City of Bixby Zoning Code for the OL Zoning District and is incorporated into Section 11-7I-5A-2 of the Code.)	101,961.33 square feet
MAXIMUM BUILDING HEIGHT (mini-storage buildings) (One story height may vary depending on type of finish)	One Story

MINIMUM BUILDING SETBACKS

West boundary	10.0 feet
South boundary	N/A
North boundary	N/A
East boundary	10.0 feet

C. DEVELOPMENT AREA C

LAND AREA:

Gross:	2.42 acres	105,606 square feet
Net:	2.42 acres	105,606 square feet

PERMITTED USES:
Storm water detention and open space buffer, as conceptually depicted on Exhibit A of the PUD.

D. DEVELOPMENT STANDARDS FOR ALL DEVELOPMENT AREAS

1. LANDSCAPED AREA AND SCREENING

a. All development and construction in Developement Areas A and B shall comply with all applicable codes and regulations of the City of Bixby.

b. A Preliminary Landscape and Screening Plan is depicted on Exhibit H. Owner/Developer shall submit a detailed landscape and screening plan as required by the City of Bixby pursuant to the Planned Unit Development and Landscape Requirements chapters of the Bixby Zoning Code.

c. All landscaping and screening shall meet or exceed the requirements of the PUD Chapter (Chapter 7-I), the Landscape Requirements Chapter (Chapter 12), or an alternative plan may be approved by the Bixby Planning Commission if it determines that, although not meeting the technical requirements of the foregoing chapters, the plan is equivalent to or better than the requirements of the foregoing chapters.

d. A detail landscape plan for the development areas shall be approved by the Bixby Planning Commission prior to issuance of a building permit. A landscape architect registered or civil engineer registered in the State of Oklahoma shall certify to the zoning officer that all required landscaping has been installed in accordance with the approved landscape plan, prior to issuance of an occupancy permit. The landscape materials required under the approved plan shall be maintained and replaced as needed, as a continuing condition of the granting of an occupancy permit.

2. SIGNS

a. Signage shall comply with the PUD Chapter (7-I), as well as the signage requirements of the Use Unit 21 (Business Signs and Outdoor Advertising) of the City of Bixby Zoning Code.

b. No sign permits shall be issued for erection of a sign within the PUD until a detail sign plan for that lot has been submitted to the Bixby Planning Commission and approved as being in compliance with the approved PUD development standards.

c. Flashing signs, changeable copy signs, running light or twinkle signs, animated signs, revolving or rotating signs with movement shall be prohibited, except as may be permitted by the Bixby Planning Commission as part of the approved detail sign plan.

3. LIGHTING

a. Lighting used to illuminate the development area shall be so arranged as to shield and direct the light away from adjacent residential areas and residential uses within the PUD. No light standard or building-mounted light shall exceed 14 feet.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS

a. There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES

a. Topography. Existing topography of the Site is depicted in Exhibit E of the PUD.

b. Drainage. Stormwater shall drain and be connected to the onsite storm water detention area depicted on Exhibit E of the PUD. All stormwater drainage structures shall be installed and maintained in accordance with all applicable City of Bixby Ordinances and regulations, and as shall be more particularly described in Restrictive Covenants included in the Plat of the Site.

A Professional Engineer registered in the State of Oklahoma shall certify to the appropriate City official that all required storm water drainage structures serving the Site have been installed in accordance with the approved plans prior to issuance of an Occupancy Permit on that lot.

During construction on the property, the owners of the development areas, and any platted lots within the development areas, will provide adequate and reasonable erosion control, and after construction, they will provide and maintain vegetative, landscaped ground cover so that soil does not erode on or from the property.

Utilities. Existing utilities are depicted on Exhibit E of the PUD. Proposed detention and utilities are depicted on Exhibit F of the PUD.

6. ACCESS, CIRCULATION AND PARKING

Access, traffic circulation and parking is depicted on Exhibit G of the PUD. All drives and parking areas within the PUD shall be privately owned and maintained. Mutual access between and across individual lots and mutual parking privileges shall be provided by a mutual access agreement to be recorded in the office of the Tulsa County Clerk by the Owner/Developer or by provisions in the Deed of Dedication and Restrictive Covenants that will be filed along with the plat of the property.

Pedestrian access and circulation shall be depicted on any detailed site plan drawing and/or landscape plan required by the City of Bixby. As stated above, all mutual access drives in the Development Area lots shall be private drives, which shall be constructed in accordance with all applicable City of Bixby codes, regulations and standards.

Parking for Development Area B shall contain a minimum of one space per 5,000 square feet of mini-storage building floor area per Section 11-9-16D of the Zoning Code. Parking for Development Areas A and C shall contain a minimum of one space per 300 square feet of floor area, unless (1) of the office space shall include a studio or school, in which event there shall be one space per 150 feet of floor area, or (2) the office space shall contain a medical or dental facility, in which event there shall be be one space per 250 feet of floor area.

(Note: Section 11-9-11D of the City of Bixby Zoning Code incorporated erroneous parking space requirements that existing in Section 1011.4 of the repealed zoning code. The minimum parking requirements set forth herein for Development Areas A and C are taken from the City of Tulsa Zoning Code.

7. RESTRICTIVE COVENANTS ENFORCEMENT

Restrictive covenants will be adopted and recorded for the PUD as platted. Owners of the respective platted lots and or buildings in the PUD will be required by the covenants to keep and maintain the lots and improvements in a clean and professional manner (the "Maintenance Covenant"). The Maintenance Covenant will be enforced by the owner or the owners' association for each platted lot or building in the PUD.

The hours of daily operation will be from 5:00 am to 10:00 pm. There will be no space used as a residential dwelling. A security system will be installed for the project to monitor client movement within the facility and serve as a deterrent for non clients.

8. PERMIT PREREQUISITES

No zoning clearance permit shall be issued until a detail site plan, including all buildings, parking, drives, walkways, and landscape areas, has been submitted to the Bixby Planning Commission and approved as being in compliance with the PUD development standards and all other applicable standards of the City of Bixby.

SECTION 3. PRIVATE COVENANTS AND RESTRICTIONS.

Usage of the following words shall having the following meanings, unless the context clearly requires otherwise: "City" shall mean the City of Bixby; "lot" shall mean a lot in the Subdivision.; "lot owner" shall mean a lot owner in the Subdivision; "plat" shall mean the accompanying plat of the Subdivision; and "zoning code" shall mean the City of Bixby Zoning Code.

For the purpose of providing an orderly development of the Subdivision and for maintaining conformity of the improvements therein, the following covenants and restrictions hereby are imposed upon the use and occupancy of the lots within the Subdivision.

A. Private Covenants and Restrictions Applicable to all Lots. The following standards shall apply to all lots of the Subdivision unless specifically modified or superseded by more specific provisions adopted by the Owner as hereinafter provided.

1. Mutual Access Easements. Mutual Access Easements, as depicted on the accompanying plat, are hereby established for the purposes of permitting vehicular and pedestrian access to and from all areas adjacent to and contained within the plat, and such easements shall be for the mutual use and benefit of each affected lot owner, their guests, and invitees, and shall be appurtenant to each affected lot. Provided, however, governmental agencies and suppliers of utilities shall have the reasonable use of the easements incidental to the provision of services within the lots within the plat.
All drives and parking areas within the PUD shall be privately owned and maintained. Mutual access between and across individual lots and mutual parking privileges shall be provided by a mutual access agreement to be recorded in the office of the Tulsa County Clerk by the Owner/Developer or by provisions in the Deed of Dedication and Restrictive Covenants that will be filed along with the plat of the property.

2. Mutual Access Easement Maintenance.
StoreTulsa.com, LLC, will be responsible for the maintenance of the Mutual Access Easement and any and all improvements situated in the Mutual Access Easement.

3. Trash, Mechanical and Equipment Areas.
There shall be no storage of recyclable materials, trash or similar material outside a screened receptacle. All trash, mechanical and equipment areas, including building mounted, shall be screened from public view in such a manner that the areas cannot be seen by persons standing at ground level.

SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

B. Duration, Amendment and Severability.

1. Duration. These restrictions shall remain in full force and effect until January 1, 2025, and shall automatically be extended thereafter for successive periods of ten (10) years each unless terminated or amended as hereinafter provided.

2. Amendment or Termination. The private covenants and restrictions contained in this Deed of Dedication may be amended, modified, changed or canceled by a written instrument signed and acknowledged by the StoreTulsa.com, LLC, except Sections I, 3 and all of Section 2 (PUD restrictions), which may be altered only with the written consent of the City of Bixby.

3. Severability. Invalidation of any restriction set forth herein, or any part thereof, by an order, judgement or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions of any part thereof as set forth herein, which shall remain in full force and effect.

4. Enforcement. The restrictions herein set forth are covenants to run with the land shall be binding upon the Owner, its successors and assigns and all parties claiming under it, and otherwise shall be enforceable as set forth and shall be binding upon the Owner, its successors and assigns and all parties claiming under it. If the Owner, or its successors or assigns, shall violate any of the covenants herein, it shall be lawful for the City of Bixby, Oklahoma (as to the violation of the Covenants contained in Section I), to maintain any action at law or in equity against the Owner to prevent the Owner from so doing, to compel compliance with the covenants, or to recover damages for such compliance with the covenant.

SECTION 5. PROPERTY OWNERS ASSOCIATION

A. Property Owners Association: StoreTulsa.com, LLC, has formed the BRISBANE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association") a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common open areas and for enhancing the value, desirability and attractiveness of BRISBANE OFFICE PARK.
The creation of this Association shall be completed at the sole discretion of the StoreTulsa.com, LLC, However, the same shall be no later than the last day of construction of the last building in BRISBANE OFFICE PARK.

B. Membership: At any time any building constructed on a Lot and that Lot and building has been sold and occupied, the Owner therefore become a member of the BRISBANE OFFICE PARK PROPERTY OWNERS ASSOCIATION, INC. and membership shall be appurtenant to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will not be members of the Association, unless through the written consent of the owner. The acceptance of a deed to a lot by the property owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.

C. Covenant for assessments: The property owner, and each subsequent owner of a lot or portion thereof, by acceptance of a deed therefor, is deemed to covenant and agree to pay the Association an annual assessment as established by the board of directors. No vacant lot will be assessed, unless through a written consent of the owner. Annual assessment rates shall be established each year by the assent of 51% of the Lot owners within the subdivision. Annual assessments together with 10% interest, costs and reasonable attorney's fees shall be continuing lien on the lot and the personal obligation of the ownership of the lot at the time of assessment.

D. Payment of Assessments.
Owners hereby covenant and each lot owners by acceptance of a deed to a lot or lots, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) initial assessments; (b) monthly, quarterly or annual maintenance assessments; and (c) special assessments for capital improvements. Such assessments shall be established and collected as determined by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, should be charged on each lot and shall be a continuing lien upon the lot against which the assessment is made. Each assessment, together with interest, cost and reasonable attorneys' fees, shall be the personal obligation of the owners of the lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass through the successors-in-title unless expressly assumed by them. The Association shall fix the regular monthly, quarterly or annual assessments according to the provisions of the By-Laws and Certificate of Incorporation of the Association. In addition to the regular monthly, quarterly or annual assessments, authorized above, the Association may levy, in any assessment period, a special assessment applicable to the period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repairs or replacement of a capital improvement.

E. Delinquent Assessments.
Any assessment which is not paid when due shall be delinquent and shall constitute a lien on the lot against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest per annum as set by the Board Directors from time to time, but not to exceed the maximum rate of interest allowed by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against the lot, or both, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of such owner's lot.

F. Lien.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve the lot from the lien for assessments thereafter becoming due.

As owner we hereby certify that we have caused the land described in this plat to be surveyed, divided, mapped, granted, donated, conveyed, dedicated and access rights reserved as represented on the plat.

In witness whereof the owner have executed this Deed of Dedication on this _____ day of _____, 20____.

StoreTulsa.com, LLC

_____
By: Member/Manager

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_____, 20____, personally appeared _____ to me known to be the identical person who subscribed the name thereof to the foregoing instrument 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 for said limited liability company, for the uses and purposes therein set forth.

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

_____
Notary Public
My commission expires:_____

SURVEYORS CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certifies that I have fully complied with the requirements of this regulation and the subdivision laws of the State of Oklahoma governing surveying, dividing and mapping of the land; that the plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it; and, that the plat represents a survey made under my direct supervision.

WITNESS my hand and seal this _____day of_____, 20____.

_____
Charles K. Howard, RLS #297
C.A. No. 5611 Exp.Date: 6/30/2015

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_____, 20____, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under me hand and seal the day and year last above written.

_____
Notary Public

My Commission expires: _____