

REQUEST FOR COMMENTS

TECHNICAL ADVISORY COMMITTEE CITY OF BIXBY, OKLAHOMA

Request for Comments by December 02, 2015

Please complete the following and fax to (918) 366-4416 or email to [eenyart \(at\) bixby \(dot\) com](mailto:eenyart(at)bixby(dot)com)

1. **PUD 81 – “Chateau Villas PUD” – Major Amendment # 2 – Black Gold Group, LLC.** Rezoning request for approval of Major Amendment # 2 to Planned Unit Development (PUD) # 81 for approximately 23 acres in part of the NW/4 NW/4 of Section 01, T17N, R13E with underlying zoning CS Commercial Shopping Center District, RM-3 Residential Multi-Family District, and OL Office Low Intensity District, which amendment proposes to change parking requirements within Development Area B and make certain other amendments.

Property Located: 12303 S. Memorial Dr. and the 8300-block of E. 121st St. S.

Comments: _____

2. **Preliminary Plat & Final Plat of “Willow Creek Estates Amended” – Fritz Land Surveying, LLC (PUD 78).** Preliminary Plat and Final Plat for 44 acres, being an amended plat of all of *Willow Creek Estates*.

Property Located: South and west of the intersection of 131st St. S. and Mingo Rd.

Comments: _____

Respondent Information

Agency: _____ Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) ____/____ Fax Number: (____) ____/____

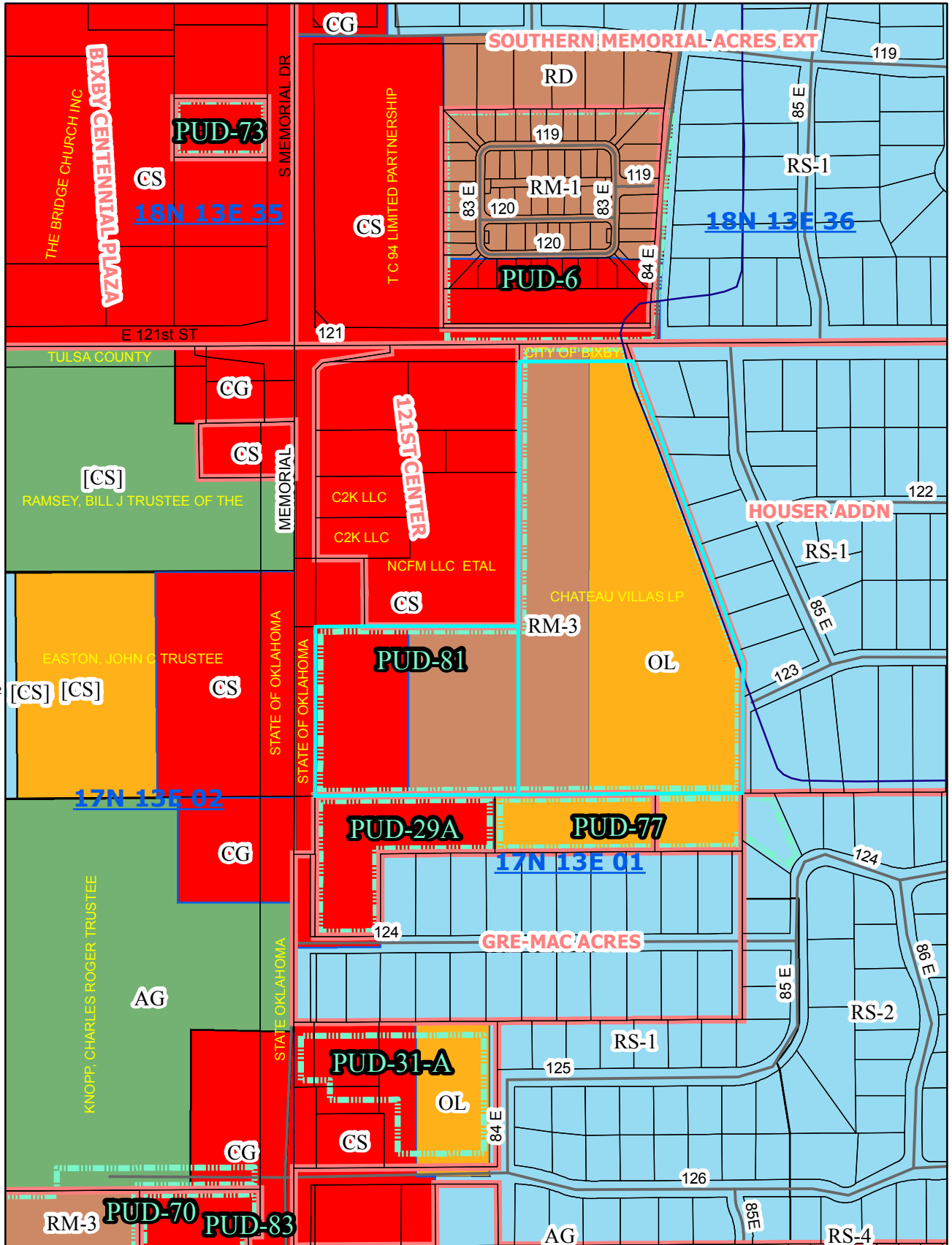
Email: _____

Posted By: _____ Date: _____ Time: _____

PUD 81 – “Chateau Villas PUD” – Major Amendment # 2 – Black Gold Group, LLC



- bixby_streams
- Tulsa Parcels 01/15
- WagParcels 01/15
- TulsaSubdivisions
- WagSubdivision
- WagRoads_Aug2012
- E911Streets
- PUD
- <all other values>
- ZONE_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- <all other values>
- ZONE_TYPE**
- Agricultural
- Commercial
- Flood
- Industrial
- Office
- Residential SF
- Residential Multi
- Residential Manuf.
- bixby_s-t-r
- county



0 220 440 880 1,320 1,760 Feet



City of Bixby Application for PUD

Applicant: Black Gold Group, LLC
Address: 2021 S Lewis Ave, Suite 301 Tulsa, OK 74104
Telephone: _____ **Cell Phone:** (918)605-5600 **Email:** kevin@blackgoldgroup.com

Property Owner: Same If different from Applicant, does owner consent? _____
Property Address: Southeast corner of E 121st Street and S Memorial Dr.
Existing Zoning: CS, OL, AG **Requested Zoning:** _____ **Existing Use:** Undeveloped
Proposed Use: Mixed Use, Office, Retail, Multi-Family **Use Unit #:** _____

LEGAL DESCRIPTION (If unplatted, attach a survey with legal description or copy of deed):

Attached here into.

Does Record Owner consent to the filing of this application? ☒ YES ☐ NO
If Applicant is other than Owner, indicate interest: _____
Is subject tract located in the 100 year floodplain? ☒ YES ☐ NO
Are 5 copies of the PUD text and exhibits package attached? ☒ YES ☐ NO

Application for: ☐ PUD ☒ Major Amendment ☐ Minor Amendment ☐ Abandonment

BILL ADVERTISING CHARGES TO: Black Gold Group, LLC; Attn: Mr. Kevin Jordan

2021 S Lewis Ave., Suite 301 Tulsa, OK 74104 (NAME)
(ADDRESS) (CITY) (918) 605-5600
(PHONE)

I do hereby certify that the information submitted herein is complete, true and accurate:

Signature: [Signature] Date: 11-23-15

APPLICANT - DO NOT WRITE BELOW THIS LINE

PUD _____ Date Received _____ Received By _____ Receipt # _____
Planning Commission Date _____ City Council Date _____

____ Sign(s) at \$ 50.00 each = \$ _____; Postage \$ _____; Total Sign + postage \$ _____

FEES:	PUD TYPE	ACREAGE	BASE FEE	ADD.	TOTAL
_____	_____	_____	_____	_____	_____

PC Action _____ City Council Action _____

DATE / VOTE _____ DATE / VOTE _____
STAFF REC. _____ ORD. NO. _____

EXHIBIT G

Legal description

Part of the NW/4 NW/4 Section 01, Township 17 North, Range 13 East. BEGINNING at the Southeast corner of the NW/4 NW/4; thence North 386'; thence Northwesterly to a point 976' East of the Northwest corner of the NW/4; thence West to centerline [Northwest Corner] of NW/4 NW/4; thence South 1320'; thence East along the South line of the NW/4 to P.O.B., Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Containing 715,171.78 square feet or 16.418 acres, more or less.

And also:

The West half of the Northwest Quarter of the Northwest Quarter (W/2 NW/4 NW/4) (Otherwise described as the W/2 of Lot 4) of Section One (1), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, LESS & EXCEPT: The North 825 feet thereof AND LESS & EXCEPT: BEGINNING at the Southwest Corner of said SW/4 NW/4 NW/4; Thence East along the South line of said SW/4 NW/4 NW/4 a distance of 64.38 feet; Thence N 00°58'54" West a distance of 507.85 feet; Thence West a distance of 64.61 feet to a point on the West line of said SW/4 NW/4 NW/4; Thence South along said West line a distance of 507.98 feet to the Point of Beginning.



Date: November 23, 2015

To: Mr. Erik Enyart, AICP
City Planner; City of Bixby
PO Box 70
Bixby, OK 74008

From: Timothy Homburg; NSPJ Architects, PA

Re: **Request for Major Revision to PUD 81.**

Dear Mr. Enyart,

I am writing on behalf of Black Gold Group, LLC, the current owner of the properties, to request the following amendment to the current PUD-81.

The Applicant requests a variance on the parking requirement for Studio units from the ordinance required 1.5 per bedroom to 1.0 per bedroom.

The National Multi Family Housing Council (HMHC) has written reports analyzing the true parking requirements for multi-family projects. Their most current report has the following analysis on parking needs:

Motor Vehicles Owned by Apartment Residents (average number per occupied apartment)		
U.S.		1.0
Northeast		0.7
Midwest		1.1
South		1.2
West		1.2
Central City		0.9
Suburban Ring		1.2
High Rise (4+ stories)		0.6
Low Rise/Garden (1-3 stories)		1.2
Public Transportation		
Is nearby		1.0

Is used	0.5
Is not used	1.1
Is not nearby	1.2
Bedrooms	
efficiency/one	0.8
two	1.2
three	1.2
Monthly Rent	
less than \$700	1.0
\$700+	1.2

The currently proposed 375 Units are parked in the following manner:

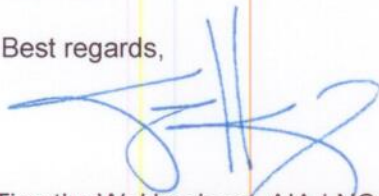
Studio – 1.0 per unit

1BR – 1.5 per unit (per ordinance)
2BR – 2.0 per unit (per ordinance)
3BR – 2.0 per unit (per ordinance)

Furthermore, a more accurate representation of parking needs analyzes total bedrooms. With the proposed 375 Units, there are 55-Studio; 201-1BR; 95-2BR & 24-3BR for a total of 518 bedrooms. The proposed parking provided is 616 stalls (98 stall difference for guest parking)

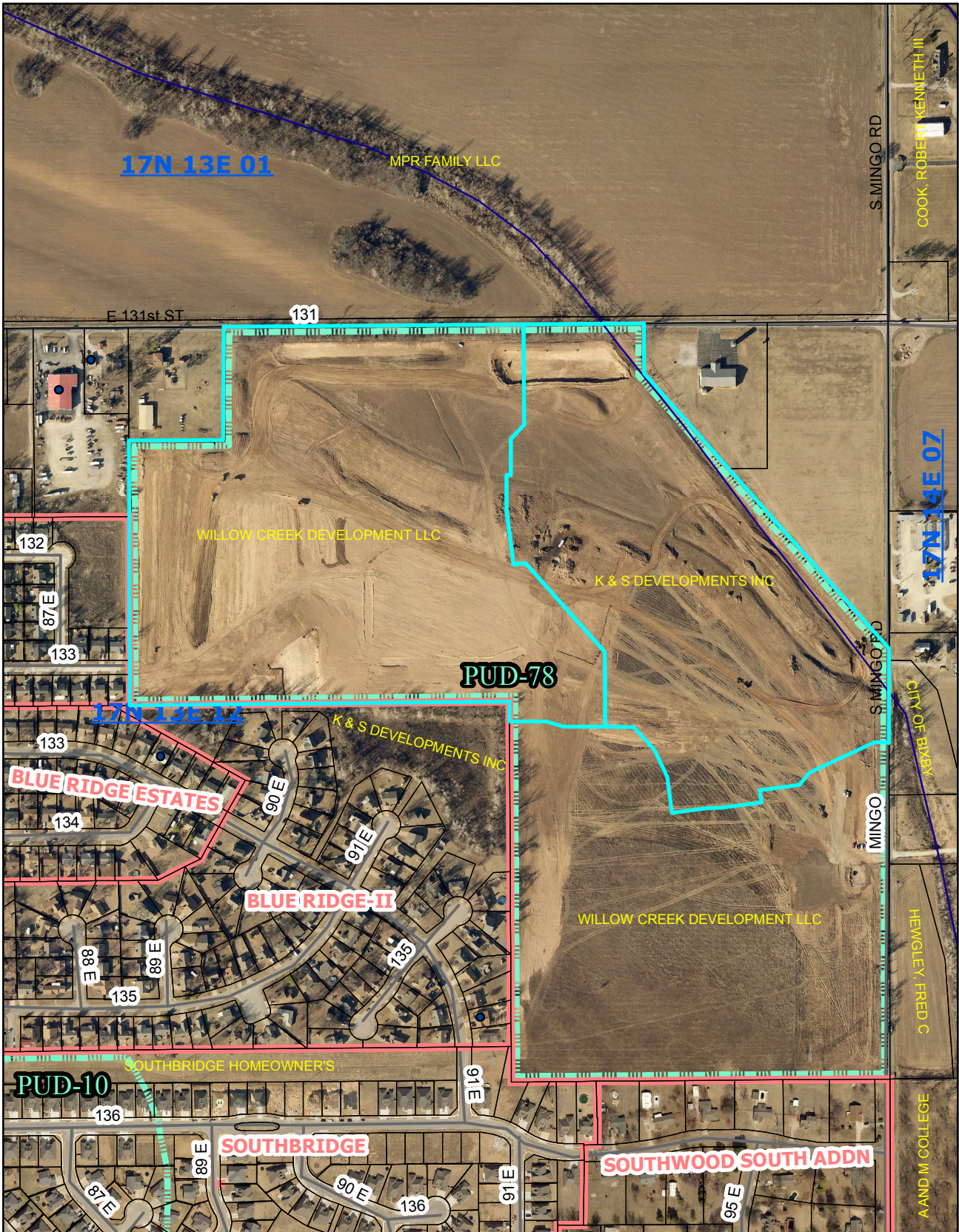
Thank you for your consideration of this request and we are available for questions or comments.

Best regards,

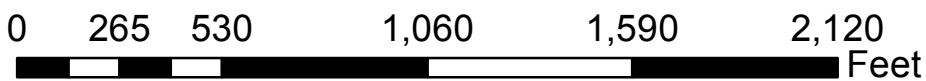


Timothy W. Homburg, AIA | NCARB
Principal Architect | Co-President
NSPJ Architects, PA

Preliminary Plat & Final Plat of “Willow Creek Estates Amended” – Fritz Land Surveying, LLC (PUD 78)



- Businesses
- bixby_streams
- Tulsa Parcels 04/15
- WagParcels 04/15
- Tulsa_Subdivision
- WagSubdivision
- WagRoads_Aug2012
- E911_Streets
- PUD
- bixby_s-t-r
- county



TOTAL AREA: 1,915,108.42 SQUARE FEET OR 43.965 ACRES

BENCHMARK:
ALUMINUM CAP FLUSH SET IN CONCRETE STAMPED BA-11, SET WEST
OF 131ST STREET AND GARNETT (ELEVATION 632.43 - NAVD 1988)

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 THE LEGAL DESCRIPTION.

WILLOW CREEK ESTATES AMENDED

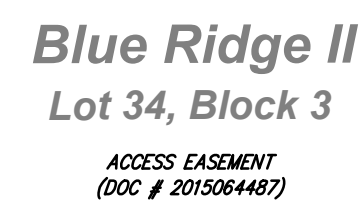
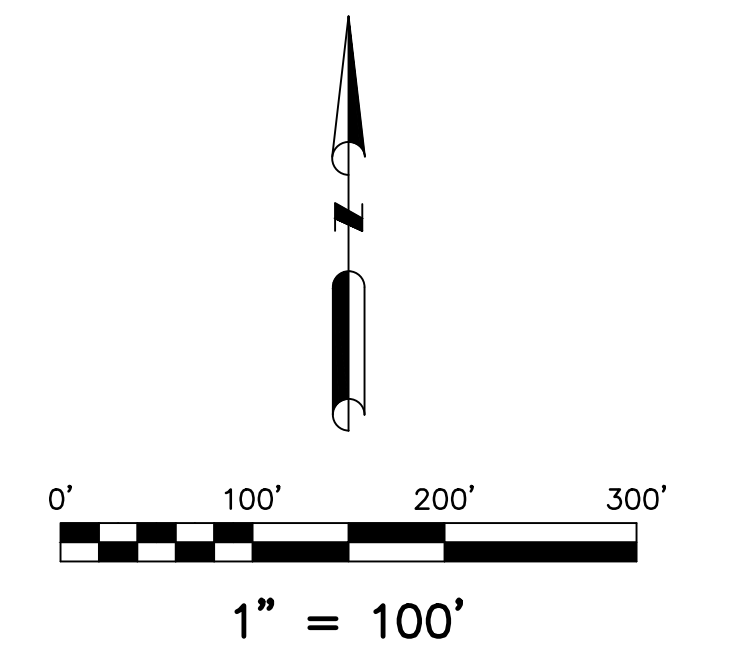
Owner:

Surveyor:

Rosenbaum Consulting, LLC
Certificate of Authorization No. 6470, Exp. June 30, 2017
2608 W. Kenosha St., #304
Broken Arrow, OK 74012
PHONE: (918) 895-0669

Fritz Land Surveying, LLC
Certificate of Authorization No. 5848, Exp. June 30, 2016
2017 West 91st Street
Tulsa, OK 74132
PHONE: (918) 231-0575

B/L	BUILDING LINE
OD/E	OVERLAND DRAINAGE EASEMENT
FL/E	FENCE & LANDSCAPE EASEMENT
LNA	LIMITS OF NO ACCESS
U/E	UTILITY EASEMENT



Planned Unit Development No. 78

WILLOW CREEK ESTATES AMENDED

A PART OF THE NE/4, SECTION 12, T-17-N, R-13-E
TULSA COUNTY, STATE OF OKLAHOMA.

CUL-DE-SAC STREET CENTERLINE DATA	
STREET	LENGTH
S. 90TH E. AVE.	181.59'
S. 91ST E. AVE.	293.85'
S. 92ND E. AVE.	275.00'

Owner:

Engineer:

Surveyor:

Willow Creek Development, LLC
12150 EAST 96th STREET NORTH SUITE 200
OWASSO, OK 74055

Rosenbaum Consulting, LLC
Certificate of Authorization No. 6470, Exp. June 30, 2017
2608 W. Kenosha St., #304
Broken Arrow, OK 74012
PHONE: (918) 895-0669

Fritz Land Surveying, LLC
Certificate of Authorization No. 5848, Exp. June 30, 2016
2017 West 91st Street
Tulsa, OK 74132
PHONE: (918) 231-0575

CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	400.00'	124.25'	17°47'52"	123.75'	N 80°42'41" E
C2	25.00'	41.11'	94°12'38"	36.63'	N 24°42'27" E
C3	450.00'	175.91'	22°23'52"	174.79'	S 11°11'56" E
C4	150.00'	137.96'	52°41'49"	133.15'	S 26°20'44" W
C5	25.00'	39.27'	90°00'00"	35.36'	N 07°41'38" E
C6	25.00'	21.03'	48°11'23"	20.41'	N 61°24'03" W
C7	50.00'	241.19'	276°22'46"	66.67'	S 52°41'38" W
C8	25.00'	21.03'	48°11'23"	20.41'	S 13°12'40" E
C9	25.00'	39.27'	90°00'00"	35.36'	S 82°18'22" E
C10	500.00'	153.66'	17°36'30"	153.06'	S 61°29'53" W
C11	25.00'	36.89'	84°32'06"	33.63'	N 28°02'05" E
C12	525.00'	130.42'	14°13'58"	130.08'	S 07°06'59" E
C13	25.00'	21.03'	48°11'23"	20.41'	N 24°05'41" W
C14	50.00'	241.19'	276°22'46"	66.67'	N 90°00'00" W
C15	25.00'	21.03'	48°11'23"	20.41'	S 24°05'41" W
C16	475.00'	117.99'	14°13'58"	117.89'	S 07°06'59" E
C17	25.00'	36.89'	84°32'06"	33.63'	S 56°30'01" E
C18	500.00'	76.51'	8°46'04"	76.44'	S 85°36'58" W
C19	25.00'	39.27'	90°00'00"	35.36'	N 45°00'00" E
C20	25.00'	21.03'	48°11'23"	20.41'	N 24°05'41" W
C21	50.00'	241.19'	276°22'46"	66.67'	N 90°00'00" W
C22	25.00'	21.03'	48°11'23"	20.41'	S 24°05'41" W
C23	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" E
C24	25.00'	39.27'	90°00'00"	35.36'	N 45°00'00" E
C25	812.00'	215.17'	15°10'58"	214.54'	S 12°41'53" W
C26	7.50'	23.56'	180°00'00"	15.00'	N 90°00'00" W
C27	35.00'	55.10'	90°11'44"	49.58'	S 45°05'52" E
C28	25.00'	44.54'	102°04'37"	38.88'	S 72°30'34" E
C29	400.00'	149.90'	21°28'15"	149.02'	S 10°44'08" E
C30	100.00'	91.97'	52°41'38"	88.76'	S 26°20'49" W
C31	450.00'	293.00'	37°18'22"	287.85'	S 71°20'49" W
C32	25.00'	38.85'	89°01'53"	35.06'	S 45°29'03" W
C33	780.00'	174.11'	12°47'22"	173.75'	N 07°21'48" W
C34	25.00'	37.39'	85°42'06"	34.00'	N 29°05'34" E
C35	475.00'	149.69'	18°03'22"	149.07'	N 80°58'19" E
C36	450.00'	293.00'	37°18'22"	287.85'	N 71°20'49" E
C37	400.00'	26.24'	3°45'30"	26.23'	N 54°34'23" E
C38	450.00'	289.94'	36°54'59"	284.95'	N 71°09'08" E
C39	400.00'	260.45'	37°18'22"	255.87'	S 71°20'49" W
C40	25.00'	39.27'	90°00'00"	35.36'	N 45°00'00" W
C41	25.00'	16.09'	36°52'18"	15.81'	N 18°26'09" E
C42	50.00'	142.92'	163°46'12"	99.00'	S 45°00'48" E
C43	25.00'	16.10'	36°53'54"	15.82'	S 71°33'03" W
C44	175.00'	105.49'	34°32'14"	103.90'	N 72°43'53" E
C45	25.00'	41.25'	94°32'38"	36.73'	N 77°15'55" W
C46	400.00'	209.39'	29°59'36"	207.01'	N 14°59'48" E
C47	460.00'	72.35'	9°00'41"	72.27'	S 04°30'20" E
C48	25.00'	36.69'	84°04'58"	33.48'	S 33°01'48" W
C49	25.00'	36.69'	84°04'58"	33.48'	S 62°53'14" E
C50	425.00'	98.81'	13°19'15"	98.59'	S 81°43'55" W
C51	25.00'	33.70'	77°14'10"	31.21'	S 49°46'28" W
C52	225.00'	147.06'	37°26'52"	144.45'	S 29°52'49" W
C53	25.00'	39.27'	90°00'00"	35.36'	S 03°36'15" W
C54	225.00'	219.42'	55°52'30"	210.83'	S 69°20'00" E
C55	25.00'	41.07'	55°52'30"	36.60'	S 35°40'00" W
C56	719.92'	373.87'	29°45'17"	369.68'	S 26°16'20" E
C57	460.00'	162.99'	20°18'06"	162.14'	S 30°59'48" E
C58	25.00'	41.07'	94°07'34"	36.61'	S 50°12'28" E
C59	275.00'	268.18'	55°52'30"	257.68'	S 69°20'00" E
C60	25.00'	39.27'	90°00'00"	35.36'	S 86°23'45" E
C61	25.00'	39.27'	90°00'00"	35.36'	N 03°36'15" E
C62	375.00'	318.11'	48°36'15"	308.66'	N 65°41'52" W
C63	225.00'	69.95'	17°48'48"	69.67'	N 81°05'36" W
C64	25.00'	36.76'	84°14'51"	33.54'	S 47°52'35" W
C65	988.00'	99.20'	5°45'09"	99.15'	S 02°52'35" W

CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C66	35.00'	54.86'	89°48'11"	49.41'	N 44°54'08" E
C67	720.00'	39.52'	3°08'40"	39.51'	S 01°34'20" E
C68	1012.00'	97.63'	5°31'39"	97.59'	S 03°05'55" W
C69	25.00'	41.83'	95°51'44"	37.12'	S 42°04'08" E
C70	175.00'	46.12'	15°05'55"	45.98'	S 82°27'02" E
C71	425.00'	360.53'	48°36'15"	349.82'	N 65°41'52" W
C72	25.00'	16.09'	36°52'12"	15.81'	S 59°49'51" E
C73	50.00'	142.89'	163°44'23"	98.99'	N 03°36'15" E
C74	25.00'	16.09'	36°52'12"	15.81'	S 67°02'21" W
C75	175.00'	101.39'	33°11'48"	99.98'	S 32°00'21" W
C76	25.00'	41.07'	94°07'29"	36.60'	S 31°39'18" E
C77	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" W
C78	525.00'	164.22'	17°55'20"	163.55'	S 81°02'20" W
C79	25.00'	37.98'	87°02'30"	34.43'	N 64°24'05" W
C80	780.00'	249.41'	18°19'15"	248.35'	N 30°02'28" W
C81	25.00'	42.31'	96°57'33"	37.44'	N 09°16'41" E
C82	125.00'	70.34'	32°14'32"	69.42'	N 73°52'44" E
C83	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" E
C84	530.00'	243.92'	26°22'08"	241.77'	S 13°11'04" E
C85	470.00'	217.00'	26°27'12"	215.08'	N 13°08'32" W
C86	255.00'	400.93'	90°05'04"	360.89'	S 44°57'28" E
C87	1030.00'	248.60'	13°49'43"	247.99'	N 83°05'08" E
C88	488.00'	117.78'	13°49'43"	117.50'	S 83°05'08" W
C89	35.00'	55.04'	90°06'13"	49.54'	N 44°56'54" W
C90	35.00'	54.91'	89°53'47"	49.45'	N 45°03'06" E
C91	25.00'	39.27'	90°00'00"	35.36'	S 45°00'00" E
C92	450.00'	80.97'	10°18'36"	80.86'	N 05°09'18" W
C93	450.00'	234.67'	29°52'47"	232.02'	N 25°14'59" W
C94	25.00'	38.74'	88°47'37"	34.98'	S 04°12'26" W
C95	25.00'	21.03'	48°11'23"	20.41'	S 72°41'56" W
C96	50.00'	241.19'	276°22'46"	66.67'	N 41°23'45" W
C97	25.00'	21.03'	48°11'23"	20.41'	N 24°30'34" E
C98	125.00'	51.82'	23°45'02"	51.45'	N 60°28'46" E
C99	25.00'	41.31'	94°40'37"	36.77'	S 60°18'25" E
C100	425.00'	195.74'	26°23'20"	194.02'	N 26°09'46" W
C101	25.00'	36.92'	84°37'05"	33.66'	S 02°57'07" W
C102	1975.00'	115.24'	3°20'36"	115.23'	S 46°55'57" W
C103	25.00'	21.03'	48°11'23"	20.41'	S 72°41'56" W
C104	50.00'	241.19'	276°22'46"	66.67'	N 41°23'45" W
C105	25.00'	21.03'	48°11'23"	20.41'	N 24°30'34" E
C106	2025.00'	119.88'	3°23'31"	119.86'	S 46°54'30" W
C107	25.00'	36.07'	82°40'12"	33.02'	N 86°32'50" E
C108	425.00'	197.31'	26°35'59"	195.54'	N 65°25'03" W
C109	375.00'	628.92'	96°05'30"	557.76'	N 56°52'58" W
C110	1975.00'	87.62'	2°32'31"	87.61'	N 07°33'57" W
C111	25.00'	39.91'	91°28'09"	35.81'	N 39°26'23" E
C112	1975.00'	166.34'	4°49'33"	166.29'	N 87°35'14" E
C113	1025.00'	58.42'	3°15'56"	58.41'	S 88°22'02" W
C114	25.00'	37.01'	84°49'52"	33.73'	S 50°51'00" E
C115	530.00'	165.90'	17°56'04"	165.22'	N 17°24'06" W
C116	470.00'	78.72'	9°35'47"	78.63'	S 21°34'15" E
C117	25.00'	43.15'	98°54'09"	37.99'	S 32°40'43" W
C118	475.00'	65.25'	7°52'12"	65.19'	S 86°03'54" W
C119	25.00'	21.03'	48°11'23"	20.41'	N 65°54'19" W
C120	50.00'	241.19'	276°22'46"	66.67'	N 00°00'00" W
C121	25.00'	21.03'	48°11'23"	20.41'	N 65°54'19" E
C122	525.00'	76.19'	8°18'54"	76.12'	S 85°50'33" W
C123	25.00'	41.21'	94°27'18"	36.70'	S 51°05'15" E
C124	470.00'	31.66'	3°51'36"	31.66'	S 01°55'48" E
C125	7.50'	23.56'	180°00'00"	15.00'	N 90°00'00" W

LOT AREA TABLE							
BLOCK	LOT	SQUARE FEET	ACRES	BLOCK	LOT	SQUARE FEET	ACRES
1	1	11738.80	0.269	2	17	10654.40	0.245
	2	10093.62	0.232		18	7403.19	0.170
	3	9292.53	0.213		19	7499.90	0.172
	4	8142.26	0.187		20	7500.00	0.172
	5	11668.11	0.268		21	7500.00	0.172
	6	12599.83	0.289		22	7500.00	0.172
	7	10109.13	0.232		23	7501.08	0.172
	8	9215.07	0.212		24	8490.58	0.195
	9	13317.65	0.306		25	8926.59	0.205
	10	17204.72	0.395		26	8661.56	0.199
	11	13255.11	0.304		27	8615.62	0.198
	12	15016.78	0.345		28	8124.16	0.187
	13	9412.46	0.216		29	7500.00	0.172
	14	11738.28	0.269		30	8750.00	0.201
	15	11409.78	0.262		31	8125.00	0.187
	16	11971.32	0.275		32	11235.39	0.258
	17	10575.78	0.243	3	1	8023.58	0.184
	18	10291.63	0.236		2	8126.95	0.187
	19	16039.34	0.368		3	8890.35	0.204
	20	10937.81	0.251		4	9557.92	0.219
	21	16400.28	0.376		5	8944.65	0.205
	22	10929.59	0.251		1	8450.00	0.194
	23	8745.45	0.201		2	8450.00	0.194
	24	9199.81	0.211		3	8450.00	0.194
	25	10292.67	0.236		4	8449.96	0.194
	26	11765.87	0.270		5	8542.42	0.196
	27	8400.00	0.193		6	8239.56	0.189
	28	8391.10	0.193		7	8585.53	0.197
	29	10398.96	0.239		8	10289.77	0.236
	30	15842.02	0.364		9	8125.00	0.187
	31	10981.58	0.252		10	7964.35	0.183
	32	15643.77	0.359		11	9377.02	0.215
33	10401.11	0.239	12	12094.28	0.278		
34	10687.47	0.245	13	7956.01	0.183		
35	10178.37	0.234	14	8229.23	0.189		
36	8437.50	0.194	15	7551.20	0.173		
37	8650.00	0.199	16	8170.46	0.188		
38	9965.87	0.229	17	8160.03	0.187		
39	10875.00	0.250	18	8149.59	0.187		
40	10500.00	0.241	19	8139.66	0.187		
41	10500.00	0.241	4	1	8987.74	0.206	
42	10875.00	0.250		2	7818.74	0.179	
1	11549.44	0.265		3	7824.99	0.180	
2	7499.99	0.172		4	9013.02	0.207	
3	7500.00	0.172		5	10754.41	0.247	
4	7500.00	0.172		6	8154.04	0.187	
5	8248.99	0.189		7	7856.93	0.180	
6	9337.18	0.214		8	10592.51	0.243	
7	9238.63	0.212		9	9329.39	0.214	
8	8916.57	0.205		10	7817.98	0.179	
9	8750.00	0.201		11	7817.98	0.179	
10	7500.00	0.172		12	7817.98	0.179	
11	7500.00	0.172		13	8986.85	0.206	
12	7500.00	0.172		RESERVE A	61030.60	1.401	
13	7500.00	0.172		RESERVE B	285185.79	6.547	
14	7500.00	0.172		RESERVE C	55878.79	1.742	
15	7493.43	0.172	RESERVE D	24600.70	0.565		
16	8989.50	0.206	RESERVE E	851.72	0.020		

WILLOW CREEK ESTATES AMENDED

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE¼ SECTION 12; THENCE SOUTH 89°48'16" WEST ALONG THE NORTH LINE OF SAID NE¼ SECTION 12, FOR A DISTANCE OF 850.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'13" WEST FOR A DISTANCE OF 175.00 FEET; THENCE SOUTH 41°23'39" EAST FOR A DISTANCE OF 1282.72 FEET; THENCE SOUTH 00°06'20" WEST FOR A DISTANCE OF 162.22 FEET; THENCE NORTH 89°53'34" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 41°23'36" WEST FOR A DISTANCE OF 1428.39 FEET; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 409.17 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1012.00 FEET, A DELTA ANGLE OF 5°31'39", A CHORD LENGTH OF 97.59 FEET, A CHORD BEARING OF SOUTH 03°05'55" WEST, FOR AN ARC DISTANCE OF 97.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 95°51'44", A CHORD LENGTH OF 37.12, A CHORD BEARING OF SOUTH 42°04'08" EAST, FOR AN ARC DISTANCE OF 41.83 FEET; THENCE SOUTH 00°00'00" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 12.73 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 84°14'51", A CHORD LENGTH OF 33.54 FEET, A CHORD BEARING OF SOUTH 47°52'35" WEST, FOR AN ARC DISTANCE OF 36.76 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 988.00 FEET, A DELTA ANGLE OF 5°45'09", A CHORD LENGTH OF 99.15 FEET, A CHORD BEARING OF SOUTH 02°52'35" WEST, FOR AN ARC DISTANCE OF 99.20 FEET; THENCE SOUTH 00°00'00" EAST FOR A DISTANCE OF 74.39 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 720.00 FEET, A DELTA ANGLE OF 03°08'40", A CHORD LENGTH OF 39.61 FEET, A CHORD BEARING OF SOUTH 01°34'20" EAST, FOR AN ARC DISTANCE OF 39.62 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 94°07'34", A CHORD LENGTH OF 36.61 FEET, A CHORD BEARING OF SOUTH 50°12'28" EAST, FOR AN ARC DISTANCE OF 41.07 FEET; THENCE NORTH 82°43'45" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 07°16'10" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 82°43'45" WEST FOR A DISTANCE OF 15.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 94°07'30", A CHORD LENGTH OF 36.60 FEET, A CHORD BEARING OF SOUTH 35°40'00" WEST, FOR AN ARC DISTANCE OF 41.07 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 719.92 FEET, A DELTA ANGLE OF 29°45'17", A CHORD LENGTH OF 36.69 FEET, A CHORD BEARING OF SOUTH 26°16'20" EAST, FOR AN ARC DISTANCE OF 37.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 20°19'06", A CHORD LENGTH OF 162.14 FEET, A CHORD BEARING OF SOUTH 30°59'48" EAST, FOR AN ARC DISTANCE OF 162.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 84°04'58", A CHORD LENGTH OF 33.48 FEET, A CHORD BEARING OF SOUTH 62°53'14" EAST, FOR AN ARC DISTANCE OF 36.69 FEET; THENCE SOUTH 14°55'35" EAST FOR A DISTANCE OF 50.01 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 84°04'58", A CHORD LENGTH OF 33.48 FEET, A CHORD BEARING OF SOUTH 33°51'48" WEST, FOR AN ARC DISTANCE OF 36.69 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 09°00'41", A CHORD LENGTH OF 72.27 FEET, A CHORD BEARING OF SOUTH 04°30'20" EAST, FOR AN ARC LENGTH OF 72.35 FEET; THENCE SOUTH 00°00'00" EAST FOR A DISTANCE OF 3.45 FEET; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 60.00 FEET; THENCE NORTH 00°00'00" WEST FOR A DISTANCE OF 3.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF 05°34'30", A CHORD LENGTH OF 39.80 FEET, A CHORD BEARING OF NORTH 02°47'15" WEST, FOR AN ARC DISTANCE OF 39.82 FEET; THENCE SOUTH 87°22'23" WEST FOR A DISTANCE OF 128.27 FEET; THENCE NORTH 00°05'04" EAST FOR A DISTANCE OF 19.22 FEET; THENCE SOUTH 89°51'30" WEST FOR A DISTANCE OF 1325.24 FEET; THENCE NORTH 00°03'55" EAST FOR A DISTANCE OF 924.09 FEET; THENCE NORTH 89°49'05" EAST FOR A DISTANCE OF 331.39 FEET; THENCE NORTH 00°04'13" EAST FOR A DISTANCE OF 396.11 FEET; THENCE NORTH 89°48'16" EAST FOR A DISTANCE OF 1469.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,915,108.42 SQUARE FEET OR 43.965 ACRES, MORE OR LESS.

BASIS OF BEARING OF PROPERTY DESCRIPTION IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, T-17-N R-13-E, BEING S 89°48'16" W.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT," AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "WILLOW CREEK ESTATES AMENDED," A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER "WILLOW CREEK ESTATES AMENDED" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UE" OR "UTILITY EASEMENT," FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THEREWITH WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY 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 EASEMENTS 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 COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS 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 PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

- STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST 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 TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL 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 THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR RESPECTIVE LOTS AND EACH SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET 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.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND LOT OWNERS AGREE TO BE BOUND HEREBY.

D. GAS SERVICE

- LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF GAS FACILITIES LOCATED ON THEIR RESPECTIVE LOTS.
- WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A GAS MAIN OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH A GAS MAIN SHALL BE PROHIBITED.
- THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF GAS MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL 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 GAS FACILITIES.
- UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

E. OVERLAND DRAINAGE EASEMENT

- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA A, B, AND C (HEREINAFTER REFERRED TO AS THE "OVERLAND DRAINAGE EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
- DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
- DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
 - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
 - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
 - IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION.
 - IN THE EVENT THE HOMEOWNERS' ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL NOT EXCEED 1/111TH OF THE COSTS.
 - A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

F. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, DRAINAGE AREAS OF HIGHER ELEVATION, AND 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/OR SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH MINGO ROAD AND EAST 131ST STREET SOUTH DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ACCOMPANYING PLAT. THE LNA MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA. THE LNA ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

LOT OWNERS AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING, WHEN PERMITTED BY THE CITY OF BIXBY, OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

I. RESERVE AREAS A AND B

THE USE OF RESERVE AREAS A AND B SHALL BE LIMITED TO USE AS STORMWATER CONVEYANCE, UTILITY EASEMENT, MAINTENANCE ACCESS, OPEN SPACE, LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

J. RESERVE AREA C

THE USE OF RESERVE AREA C SHALL BE LIMITED TO USE AS STORMWATER CONVEYANCE, MAINTENANCE ACCESS, OPEN SPACE, LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

K. RESERVE AREA D

THE USE OF RESERVE AREA D SHALL BE LIMITED TO USE AS OPEN SPACE, LANDSCAPING, POOL & CLUBHOUSE FACILITIES FOR THE HOMEOWNERS AND GUESTS OF WILLOW CREEK ESTATES AMENDED AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

L. RESERVE AREA E

THE USE OF RESERVE AREA E SHALL BE LIMITED TO USE AS OPEN SPACE AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION III, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

M. FENCING AND LANDSCAPING EASEMENT

THE OWNER/DEVELOPER HEREIN RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III A PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE BOUNDARIES OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE PLAT AS "FENCE AND LANDSCAPE EASEMENT" OR "F/E".

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, WILLOW CREEK ESTATES AMENDED WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 78) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, PUD NO. 78 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON MAY 2, 2013 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON MAY 13, 2013 THE IMPLEMENTING ORDINANCE NO. 2120 & 272 BEING ADOPTED AND PUBLISHED ON SEPTEMBER 23, 2013, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT, AND

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

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.

A. DEVELOPMENT IN ACCORDANCE WITH PUD

WILLOW CREEK ESTATES AMENDED SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 78 AS MAY BE SUBSEQUENTLY APPROVED.

B. APPLICABLE ORDINANCE

THE DEVELOPMENT OF WILLOW CREEK ESTATES AMENDED SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON MAY 13, 2013.

C. USE

ALL USES ALLOWED BY RIGHT IN THE RS-3 ZONING DISTRICT AND SPECIFICALLY SINGLE-FAMILY RESIDENTIAL HOMES. ADDITIONALLY, ONE (1) USE UNIT 5 "NEIGHBORHOOD SWIMMING POOL AND/OR CLUBHOUSE" IS ALLOWED ON A LOT OR LOTS AS DETERMINED BY THE DEVELOPER/OWNER OF WILLOW CREEK. THE FACILITY SHALL BE SUBJECT TO A SITE PLAN AND, UPON COMPLETION OF CONSTRUCTION PURSUANT TO AN APPROVED BUILDING PERMIT, THE APPROVAL OF USE OF THE SINGULAR FACILITY SHALL ATTACH ONLY TO THE LOT OR LOTS ON WHICH THE BUILDING PERMIT WAS ISSUED.

D. DEVELOPMENT STANDARDS

DEVELOPMENT AREA – SINGLE FAMILY LOTS

PERMITTED USES SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

MINIMUM LOT WIDTH: 60 FEET, MEASURED AS THE AVERAGE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES.

MINIMUM HOME SQUARE FOOTAGE: 1500

MASONRY REQUIREMENT: HOME EXTERIOR SHALL BE 50% MASONRY UP TO THE FIRST FLOOR PLATE LINE.

OTHER DIMENSIONAL STANDARDS AS SET FORTH WITHIN AN RS-3 DISTRICT

SIDEWALKS:

SIDEWALKS SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS ALONG PERIMETER AND INTERNAL STREETS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER.

SIGNS AND LANDSCAPING:

IDENTIFICATION SIGNAGE, IF TO BE INSTALLED FOR THIS DEVELOPMENT, SHALL COMPLY WITH BIXBY ZONING CODE SECTION 11-7B-3.B.4.B. LANDSCAPING OF RESERVES AND OPEN SPACES, IF ANY, SHALL MEET THE CITY OF BIXBY REQUIREMENTS.

E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE BIXBY ZONING CODE. THE DEVELOPMENT AND USE OF WILLOW CREEK ESTATES AMENDED SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSOR.

F. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II., THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON MAY 13, 2013.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN WILLOW CREEK ESTATES AMENDED (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") 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, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF WILLOW CREEK ESTATES AMENDED.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILLOW CREEK ESTATES AMENDED AND THE BYLAWS OF THE ASSOCIATION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. HOMEOWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION IV AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, AND SHALL AUTOMATICALLY RENEW OR EXTEND THEREAFTER, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. 78 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III. HOMEOWNERS' ASSOCIATION MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. 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.

IN WITNESS WHEREOF, WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____ 2015.

WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____ PETE KOURTIS, MANAGER

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2015, PERSONALLY APPEARED PETE KOURTIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS MANAGER OF WILLOW CREEK DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY COMMISSION NUMBER IS:

CERTIFICATE OF SURVEY

I, ANDY FRITZ, A LICENSED 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 "WILLOW CREEK ESTATES AMENDED," A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OK