

AGENDA
TECHNICAL ADVISORY COMMITTEE
CONFERENCE ROOM
DAWES BUILDING CITY OFFICES
113 WEST DAWES AVE
BIXBY, OK 74008
January 07, 2015 – 10:00 AM

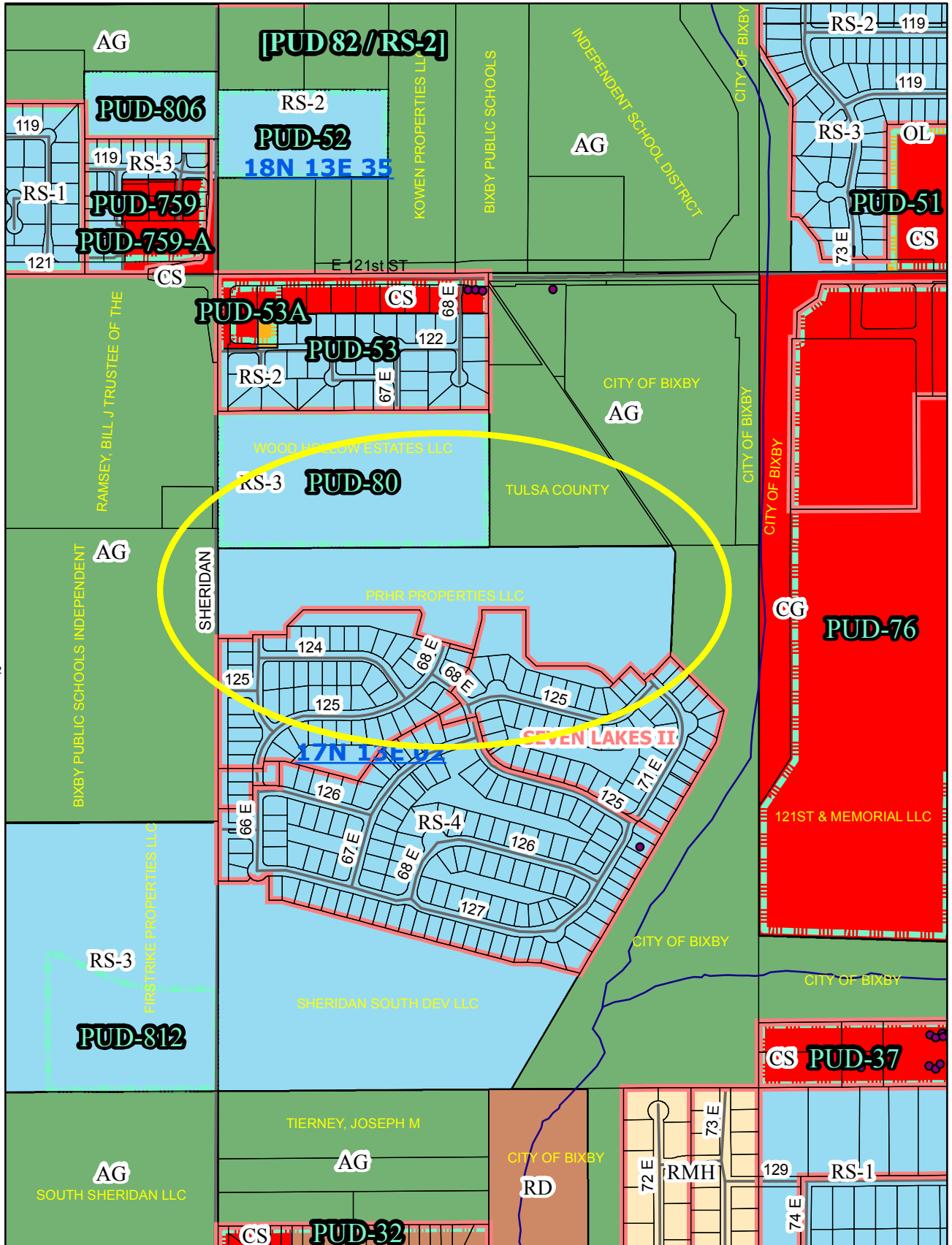
1. Call to Order
2. **Final Plat – “Seven Lakes V” – Tanner Consulting, LLC.** Discussion and comment on a Final Plat for and certain Modifications/Waivers for “Seven Lakes V” for approximately 13.787 acres in part of the W/2 of Section 02, T17N, R13E.
Property Located: South and east of the intersection of 121st St. S. and Sheridan Rd.
3. **Final Plat – “Seven Lakes VI” – Tanner Consulting, LLC.** Discussion and comment on a Final Plat for and certain Modifications/Waivers for “Seven Lakes VI” for approximately 8.263 acres in part of the W/2 of Section 02, T17N, R13E.
Property Located: South and east of the intersection of 121st St. S. and Sheridan Rd.
4. **Final Plat – “Quail Creek of Bixby” – Tanner Consulting, LLC (PUD 76).** Discussion and comment on a Final Plat for “Quail Creek of Bixby” for approximately 41 acres in part of the E/2 of Section 02, T17N, R13E.
Property Located: South and west of the intersection of 121st St. S. and Memorial Dr.
5. **Amendment of Plat of Scenic Village Park – Tanner Consulting, LLC.** Discussion and comment on a request to amend the plat of *Scenic Village Park* as pertains to Utility Easement dedication provisions affecting Lot 1, Block 3, *Scenic Village Park*.
Property Located: 7450 E. 121st St. S.
6. **BL-396 – Rebecca Coffee for Dorothy L. Biggers Living Trust.** Discussion and comment on a Lot-Split for property in the NE/4 of Section 21, T17N, R13E.
Property located: 15400 S. Yale Ave.
7. **BL-397 – Michael Ward on behalf of QuikTrip Corporation for T C 94, LP.** Discussion and comment on a Lot-Split for All of Block 18, *Southern Memorial Acres Extended*.
Property located: 12037 S. Memorial Dr.
8. Old Business
9. New Business
10. Adjournment

Posted By: _____ Date: _____ Time: _____

Final Plat – “Seven Lakes V” – Tanner Consulting, LLC and Final Plat – “Seven Lakes VI” – Tanner Consulting, LLC



- Businesses
- bixby_streams
- Tulsa Parcels 08/14
- TulSubdivision
- WagRoads_Aug2012
- E911Streets
- PUD
- TulsaZoning**
- <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

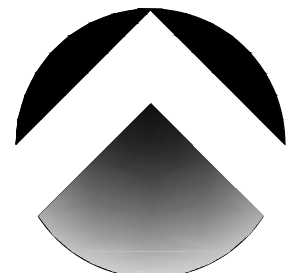


0 370 740 1,480 2,220 2,960 Feet

DRAFT FINAL PLAT

Seven Lakes V

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



Scale: 1"= 60'
Tanner Consulting

AC = ACRES
B/L = BUILDING LINE
B/U = BUILDING LINE & UTILITY EASEMENT
BK PG = BOOK & PAGE
CB = CHORD BEARING
CD = CHORD DISTANCE
DOC = DOCUMENT
ESMT = EASEMENT
IPF=IRON PIN FOUND
IPFYC=IRON PIN FOUND WITH YELLOW CAP
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
U/E = UTILITY EASEMENT

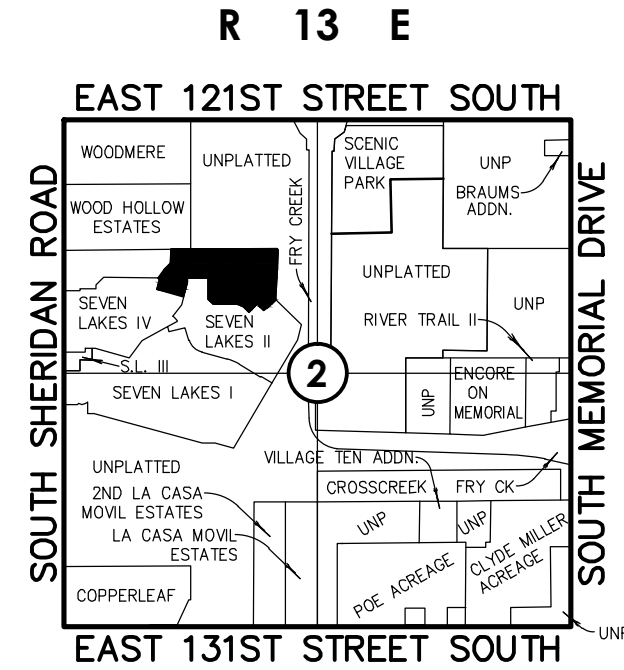
NORTHWEST CORNER
SECTION 2, T-17-N, R-13-E
FOUND BRASS CAP STEM

South Sheridan Road

POC
NORTHWEST CORNER S/2 NW/4
SECTION 2, T-17-N, R-13-E
FOUND MAG W/FLASHER "CA 60.38"

Wood Hollow Estates

Unplatted



Location Map
Scale: 1"= 2000'
SUBDIVISION CONTAINS
FIFTY-FOUR (54) LOTS IN SIX (6) BLOCKS
AND TWO (2) RESERVE AREAS
GROSS SUBDIVISION AREA: 13.787 ACRES

OWNER:
PRHR Properties, L.L.C.
CONTACT: DANIEL RUHL
11029 South Memorial Drive
Tulsa, Oklahoma 74133
Phone: (918)508-2134

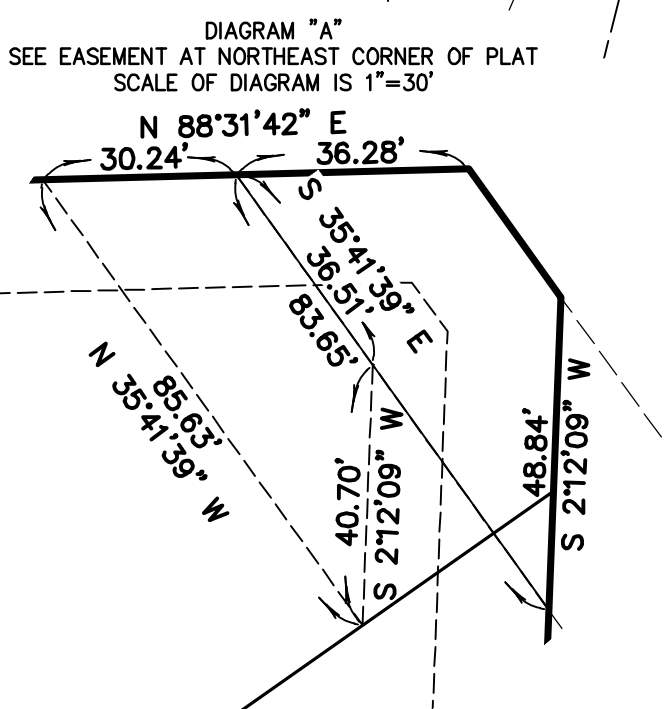
SURVEYOR:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2015
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

FINAL PLAT
CERTIFICATE OF APPROVAL
I hereby certify that this plat was approved
by the City Council of the City of Bixby.
on _____
MAYOR-VICE MAYOR
This approval is void if the above signature
is not endorsed by the City Manager or
City Clerk.
CITY MANAGER-CITY CLERK

Curve Table					
CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD BEARING	CHORD DISTANCE
1	163.84'	200.00'	46°56'17"	N9°29'15"W	159.30'
2	181.21'	150.00'	69°13'03"	N20°37'41"W	170.39'
3	45.45'	25.00'	104°09'43"	N19°07'13"E	39.44'
4	46.53'	150.00'	17°46'17"	N80°05'16"E	46.34'
5	85.94'	200.00'	24°37'12"	N76°40'14"E	85.28'
6	22.34'	25.00'	51°12'26"	N63°22'00"E	21.61'
7	167.95'	50.00'	192°27'30"	N46°00'46"W	99.41'
8	22.35'	25.00'	51°13'29"	N24°33'14"E	21.61'
9	39.27'	25.00'	90°00'00"	N46°01'10"W	35.36'
10	73.90'	100.00'	42°20'34"	N20°08'48"E	72.23'
11	113.57'	150.00'	43°22'44"	N20°40'29"E	110.87'
12	38.56'	25.00'	88°22'44"	N1°49'32"W	34.85'
13	38.23'	25.00'	87°36'55"	N85°06'54"E	34.61'
14	243.97'	350.00'	39°56'18"	N71°02'58"W	239.06'
15	235.65'	300.00'	45°00'22"	N68°31'02"W	229.64'
16	21.03'	25.00'	48°12'21"	N64°52'16"E	20.42'
17	162.65'	50.00'	186°22'54"	N46°00'50"W	99.85'
18	21.03'	25.00'	48°11'19"	N23°04'48"E	20.41'
19	39.28'	25.00'	90°01'42"	N46°00'36"W	35.36'
20	39.27'	25.00'	90°00'00"	N43°58'50"E	35.36'
21	39.27'	25.00'	90°00'30"	N46°00'45"W	35.36'

Notes:

- 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY ADJACENT PUBLIC STREETS WITHIN "SEVEN LAKES II" AND "SEVEN LAKES IV", ADDITIONS IN THE CITY OF BIXBY, OKLAHOMA.



DATE OF PREPARATION: DECEMBER 11, 2014

Seven Lakes V
SHEET 1 OF 3

Seven Lakes V

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH,
RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SEVEN LAKES V

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PRHR PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION TWO (2); THENCE N 83°31'42" E AND ALONG THE NORTH LINE OF SAID S/2 NW/4 A DISTANCE OF 1116.44 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N 88°31'42" E AND ALONG SAID LINE OF SECTION TWO (2) A DISTANCE OF 1111.50 FEET; THENCE S 35°41'39" E A DISTANCE OF 24.70 FEET; THENCE S 2°12'09" W A DISTANCE OF 516.07 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF LOT 1 BLOCK 1 OF "SEVEN LAKES II", A SUBDIVISION IN THE CITY OF BIXBY, COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERE OF, PLAT NO. 6457; THENCE ALONG THE NORTH LINE OF SAID "SEVEN LAKES II" FOR THE FOLLOWING THIRTEEN COURSES, S 43°59'06" W A DISTANCE OF 120.00 FEET; THENCE N 46°00'54" W A DISTANCE OF 9.92 FEET; THENCE S 43°59'06" W A DISTANCE OF 50.00 FEET; THENCE N 46°00'54" W A DISTANCE OF 95.00 FEET; THENCE S 43°59'06" W A DISTANCE OF 120.00 FEET; THENCE N 46°00'54" W A DISTANCE OF 85.11 FEET; THENCE N 68°31'02" W A DISTANCE OF 71.62 FEET; THENCE S 88°58'50" W A DISTANCE OF 250.92 FEET; THENCE N 46°01'10" W A DISTANCE OF 70.12 FEET THENCE N 1°01'10" W A DISTANCE OF 225.42 FEET; THENCE S 88°58'50" W A DISTANCE OF 215.00 FEET; THENCE S 1°01'10" E A DISTANCE OF 46.71 FEET; THENCE S 13°58'50" W A DISTANCE OF 154.19 FEET TO A POINT BEING THE NORTHEAST CORNER OF RESERVE B OF "SEVEN LAKES IV", A SUBDIVISION IN THE CITY OF BIXBY, COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERE OF, PLAT NO. 6544; THENCE ALONG THE NORTH LINE OF SAID "SEVEN LAKES IV" FOR THE FOLLOWING THREE COURSES, N 76°01'10" W A DISTANCE OF 290.00 FEET; THENCE N 13°58'50" E A DISTANCE OF 102.60 FEET; THENCE N 29°38'32" W A DISTANCE OF 24.46 FEET TO A POINT; THENCE DEPARTING THE NORTH LINE OF "SEVEN LAKES IV" N 34°45'48" E A DISTANCE OF 113.02 FEET; THENCE N 42°58'32" E A DISTANCE OF 83.60 FEET; THENCE N 1°13'54" E A DISTANCE OF 143.33 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 600,543 SQUARE FEET, OR 13.787 ACRES.

THE BASIS OF BEARINGS FOR SAID TRACT ARE BASED ON PLATTED BEARINGS OF N 01°01'10" W ALONG THE WEST LINE OF NORTHWEST CORNER OF SEVEN LAKES I, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6113), FILED IN THE OFFICES OF THE TULSA COUNTY CLERK.

PRHR PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "SEVEN LAKES V", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I - PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS. THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS AND DEDICATES FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES 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 THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, 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 RE-LAYING 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. OWNER/DEVELOPER HEREBY 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 STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES, SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES 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, 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, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY 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 SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATIONS AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS FACILITIES. 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 COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE REPORTED TO GAS SERVICE PROVIDER.
- 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 STRUCTURES 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 SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER AND SANITARY SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN OR PUBLIC SANITARY SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SANITARY SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SANITARY SEWER, SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, OR PUBLIC SANITARY SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.
- ALL WATER AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
- THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

- EACH LOT WITHIN THE SUBDIVISION 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV (THE "ASSOCIATION") AND BY THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

- THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

G. STORM SEWER

- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.
- NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM IS PROHIBITED.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED WITHOUT THE CONSENT OF THE CITY OF BIXBY.

- THE FOREGOING COVENANTS CONCERNING UTILITY EASEMENTS AND THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

SECTION II - LAND USE RESTRICTIONS

A. USE OF LAND:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER/DEVELOPER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. RESERVES "B", AND "J"

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BIXBY, STORM SEWER AND DRAINAGE FACILITIES ARE TO BE CONSTRUCTED IN RESERVE AREA "B" FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- RESERVE "B" IS HEREBY ESTABLISHED FOR GREEN BELT ACCESS FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION. RESERVE "B" IS ALSO DEDICATED AS A GENERAL UTILITY EASEMENT.
- RESERVE "J" IS HEREBY ESTABLISHED FOR GREEN BELT ACCESS, OPEN SPACE, PARK, AND RECREATIONAL USES FOR SUBSEQUENT CONVEYANCE TO THE ASSOCIATION.
- STORM SEWER AND DRAINAGE FACILITIES CONSTRUCTED IN RESERVE EASEMENTS SHALL BE IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BIXBY AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE RESERVE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BIXBY; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2-1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY ENGINEER OF BIXBY.

C. SETBACKS

- STREET SETBACK. NO BUILDING OR ACCESSORY STRUCTURE SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.
- SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN 20 FEET.
- REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED WITHIN THE REQUIRED REAR YARD SET BACK AREA, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.
- EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

D. BUILDING HEIGHT

NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT.

E. FLOOR AREA OF DWELLING

- SINGLE STORY
A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREAS.
- TWO STORY AND THREE STORY
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 1,800 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 2,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- 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.

- MASONRY. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS). AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.

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 FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/ DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE-PLAN REVIEW

- AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/ DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.
- NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- 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 HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, 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 RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.
- 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.
- FOUNDATIONS
ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.
- TRAFFIC CALMING DEVICES
IF THE CITY OF BIXBY REQUIRES THE APPROVAL OF THE SEVEN LAKES V SUBDIVISION BEFORE IT DETERMINES IT WILL INSTALL SPEED BUMPS WITHIN THE SUBDIVISION, APPROVAL OF THE SUBDIVISION SHALL NOT BE PROVIDED UNLESS APPROVED BY 75% OF THE LOT OWNERS.
- SEASONAL DECORATIONS
ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.
- GARAGE SALES/YARD SALES
GARAGE SALES/YARD SALES WILL BE ALLOWED TWICE EACH CALENDAR YEAR. THE DATES THEREOF SHALL BE SET BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- WINDOWS
ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.
- ROOF PITCH
 - NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.
 - WAIVER: THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25 % OF THE HORIZONTAL AREA COVERED BY ROOF.
- ROOFING MATERIALS
ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER 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.

Seven Lakes V

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH,
RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

- J. ROOFTOP PROTRUSIONS
METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS(WEATHEREDWOOD).
- K. ON-SITECONSTRUCTION
NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.
- L. OUTBUILDINGS
1. OUTBUILDINGS ARE PROHIBITED.
2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.
- M. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.
- N. FENCING
1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION III, SUBSECTION P.2 IMMEDIATELY BELOW (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD, AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES OR PONDS IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING FACING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES. SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.
- O. ANTENNAS
1. EXTERIOR TELEVISION, "CB" RADIO OR OTHER ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.
2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.
- P. LANDSCAPING AND LOT MAINTENANCE
1. EACH LOT OWNER SHALL SOD THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WORTH OF \$500.0 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUNDCOVER, ETC.) EXCLUSIVE OF SODDING.
2. 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.
3. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE LOT SO AS TO PROVIDE ACCESS TO PERSONS MAKING SUCH PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.
- Q. RECREATIONAL VEHICLES AND BOATS
BOATS, TRAILERS, CAMPERs, MOTOR HOMES AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD OF IN EXCESS OF 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.
- R. INOPERATIVE VEHICLES
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.
- S. CLOTHESLINES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.
- T. TRASH CONTAINERS
TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS 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.
- U. MAILBOXES
AS LONG AS A RURAL TYPE MAILBOX IS IN USE THE SUBDIVISION FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. ALL MAILBOXES SHALL BE POSITIONED SO THAT 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 WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

- V. ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT IN THE SUBDIVISION, EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.
- W. NOXIOUS ACTIVITY
NO ACTIVITY OF A NOXIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- X. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD: EXCEPT, HOWEVER, OWNER/DEVELOPER MAY MAINTAIN SIGNS OF ANY SIZE ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION.
- Y. 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 ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION. READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY ON WHICH THE CONCRETE IS BEING DELIVERED. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT STAYS ON THEIR LOT AND SHALL BE RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOTS.
- Z. TEMPORARY TRASH RECEPTACLE
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.
- AA. BASKETBALL GOAL
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREETS RIGHTS OF WAY.

SECTION IV - HOMEOWNERS' ASSOCIATION

- A. FORMATION OF HOMEOWNERS' ASSOCIATION.
THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE THE SEVEN LAKES HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA. THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.
- B. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION 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. THE ASSOCIATION SHALL ALSO INCLUDE THE RECORD OWNERS OF LOTS IN THE OTHER PHASES OF SEVEN LAKES TO BE CONTIGUOUS TO THE SUBDIVISION. OWNER/DEVELOPER OR ITS AFFILIATE MAY, BY DESIGNATION OF THE ASSOCIATION IN THE PLATS, DEEDS OF DEDICATION AND COVENANTS OF OTHER PHASES OF SEVEN LAKES AS THE OPERATIVE HOMEOWNERS ASSOCIATION FOR SUCH ADDITIONS, EFFECT THE INCLUSION OF ALL OF THE LOT OWNERS IN SUCH ADDITIONS AS MEMBERS OF THE ASSOCIATION.
- C. COVENANT FOR ASSESSMENTS
THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE SUBDIVISION. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.
- D. ENFORCEMENT RIGHTS OF THE ASSOCIATION
WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V - ENFORCEMENT, DURATION, AMENDMENT & SEVERABILITY

- A. ENFORCEMENT AND DURATION
THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, TRANSFEREES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. IF ANY LOT OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).
- B. 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 LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, LAND USE RESTRICTIONS MAY BE AMENDED

OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75 % OF THE LOTS WITHIN THE SUBDIVISION. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS 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 RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN SEVEN LAKES V OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

C. SEVERABILITY

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHASE, CLAUSE OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS OR CONDITIONS.

D. DEFINITIONS

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON DECEMBER 5, 2014, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF ____, 2015.

PRHR PROPERTIES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEVIN HERN, 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 ____, 2015, PERSONALLY APPEARED KEVIN HERN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER 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 LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

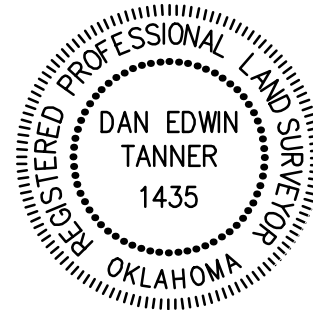
GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SEVEN LAKES V", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ TH DAY OF ____, 2015.



BY: _____
DAN E. TANNER,
PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

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 ____, 2015, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

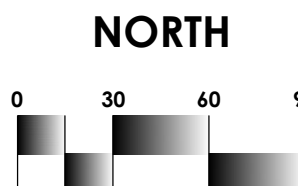
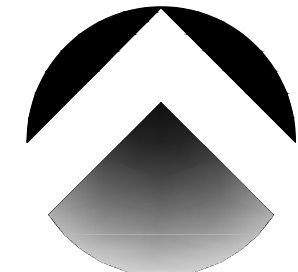
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

DRAFT FINAL PLAT

Seven Lakes VI

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA



Scale: 1"= 60'
Tanner Consulting

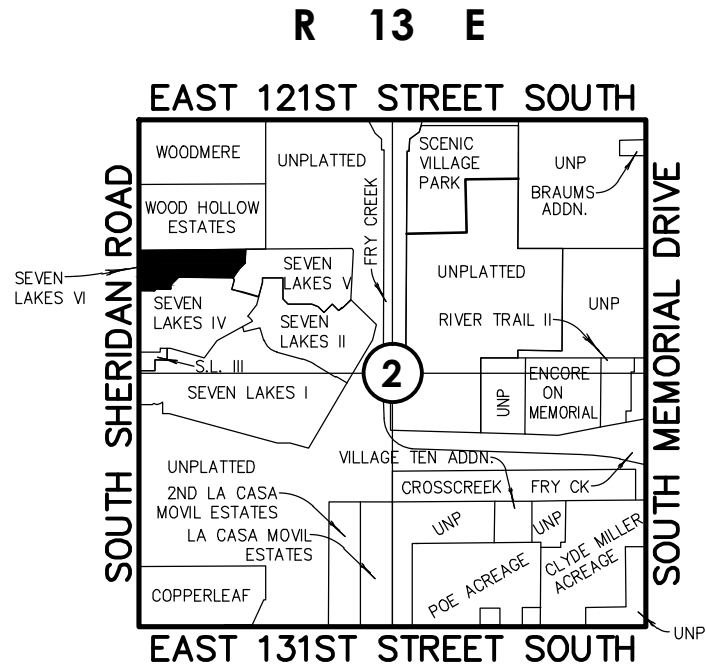
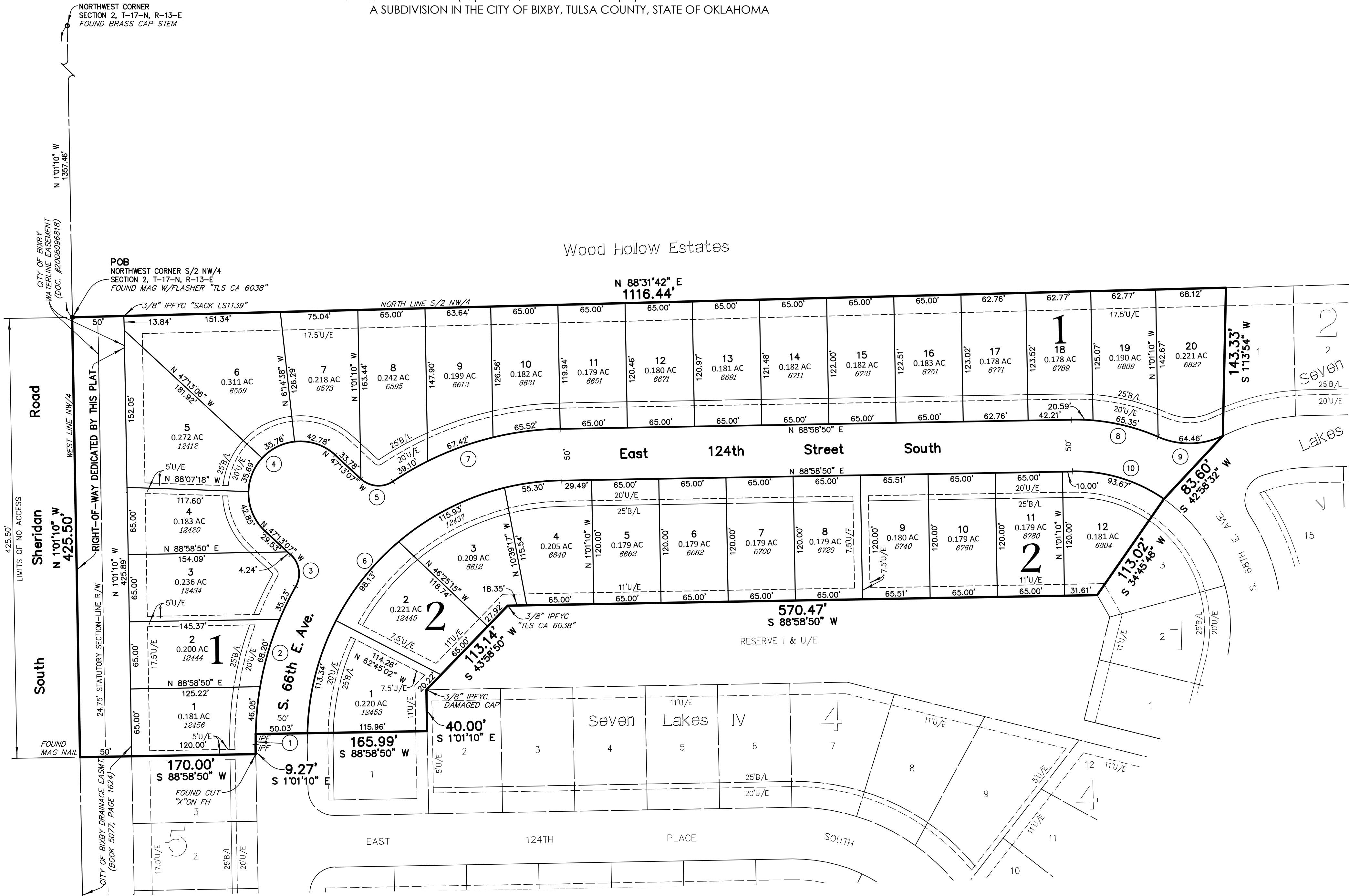
AC = ACRES
B/L = BUILDING LINE
BK PG = BOOK & PAGE
CB = CHORD BEARING
CD = CHORD DISTANCE
DOC = DOCUMENT
ESMT = EASEMENT
FH = FIRE HYDRANT
IPF = IRON PIN FOUND
IPFYC = IRON PIN FOUND WITH YELLOW CAP
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
U/E = UTILITY EASEMENT

Notes:

- 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM (NAD 83).
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY ADJACENT PUBLIC STREETS WITHIN "SEVEN LAKES IV" AND "SEVEN LAKES V", ADDITIONS IN THE CITY OF BIXBY, OKLAHOMA.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD BEARING	CHORD DISTANCE
1	10.00'	300.00'	1°54'37"	N0°03'52"W	10.00'
2	149.48'	300.00'	28°32'55"	N15°09'54"E	147.94'
3	33.45'	25.00'	76°39'29"	N8°53'23"W	31.01'
4	157.08'	50.00'	180°00'00"	N42°46'53"E	100.00'
5	33.45'	25.00'	76°39'11"	N85°32'08"W	31.01'
6	382.70'	250.00'	87°42'34"	N45°07'45"E	346.42'
7	172.04'	300.00'	32°51'25"	N72°33'09"E	169.69'
8	85.94'	200.00'	24°37'08"	N78°43'14"W	85.28'
9	64.46'	75.00'	49°14'24"	N88°59'21"E	62.49'
10	93.67'	150.00'	35°46'44"	N73°07'34"W	92.15'



Location Map

Scale: 1"= 2000'

SUBDIVISION CONTAINS
THIRTY-TWO (32) LOTS IN TWO (2) BLOCKS
GROSS SUBDIVISION AREA: 8.263 ACRES

OWNER:
PRHR Properties, L.L.C.
CONTACT: DANIEL RUHL
11029 South Memorial Drive
Tulsa, Oklahoma 74133
Phone: (918)508-2134

SURVEYOR:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2015
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved
by the City Council of the City of Bixby,
on _____

MAYOR-VICE MAYOR

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

CITY MANAGER-CITY CLERK

Seven Lakes VI

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH,
RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SEVEN LAKES VI

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

PRHR PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S/2 NW/4) OF SAID SECTION TWO (2); THENCE N 88°31'42" E AND ALONG THE NORTH LINE OF SAID S/2 NW/4 A DISTANCE OF 1116.44 FEET; THENCE S 1°13'54" W A DISTANCE OF 143.33 FEET; THENCE S 42°58'32" W A DISTANCE OF 83.60 FEET; THENCE S 34°45'48" W A DISTANCE OF 113.02 FEET TO A POINT ON THE NORTH BOUNDARY OF "RESERVE I & UE" TO "SEVEN LAKES IV" A SUBDIVISION IN THE CITY OF BIXBY, COUNTY OF TULSA, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THERE OF, PLAT NO. 6544; THENCE ALONG THE NORTH LINE OF SAID ADDITION FOR THE FOLLOWING SEVEN COURSES, S 88°58'50" W A DISTANCE OF 570.47 FEET; THENCE S 43°58'50" W A DISTANCE OF 113.14 FEET; THENCE S 1°01'10" E A DISTANCE OF 40.00 FEET; THENCE S 88°58'50" W A DISTANCE OF 165.99 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S 0°53'27" W, WITH A RADIUS OF 300.00 FEET, HAVING A CENTRAL ANGLE OF 1°54'37", A CHORD BEARING AND DISTANCE OF SOUTH 0°03'52" EAST FOR 10.00 FEET, FOR AN ARC DISTANCE OF 10.00 FEET TO A POINT OF TANGENCY; THENCE S 1°01'10" E A DISTANCE OF 9.27 FEET; THENCE S 88°58'50" W A DISTANCE OF 170.00 FEET; THENCE N 1°01'10" W A DISTANCE OF 425.50 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 359,928 SQUARE FEET, OR 8.263 ACRES.

THE BASIS OF BEARINGS FOR SAID TRACT ARE BASED ON PLATTED BEARINGS OF N 01°01'10" W ALONG THE WEST LINE OF NORTHWEST CORNER OF SEVEN LAKES I, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6113), FILED IN THE OFFICES OF THE TULSA COUNTY CLERK.

PRHR PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO BLOCKS, LOTS, RESERVE AREAS AND STREETS AND HAS DESIGNATED THE SAME AS "SEVEN LAKES VI", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION").

SECTION I-PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS. THE OWNER/DEVELOPER HEREBY GRANTS, DONATES, CONVEYS AND DEDICATES FOR PUBLIC USE THE STREETS AS DEPICTED ON THE ACCOMPANYING PLAT AND FURTHER DEDICATES 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 THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, 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 RE-LAYING 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. OWNER/DEVELOPER HEREBY 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 STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF A STREET OR EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS.

B. UNDERGROUND SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE WEST BOUNDARY OF THE SUBDIVISION IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS HEREIN ESTABLISHED. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINES OR UNDERGROUND CABLE BUT ELSEWHERE THROUGHOUT 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 AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS, AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES 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, 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, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY 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 SUPPLIERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATIONS AND GAS SERVICES, THROUGH THEIR AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENT WAYS 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.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY SERVICE FACILITIES LOCATED ON SUCH OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION, COMMUNICATION OR GAS FACILITIES. 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 COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIERS OF WATER, SEWER, ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF EACH LOT WITHIN THE SUBDIVISION AGREES TO BE BOUND HEREBY.

C. GAS SERVICE

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE REPORTED TO GAS SERVICE PROVIDER.
- 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 STRUCTURES 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 SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, HIS AGENTS OR CONTRACTORS.
- THE SUPPLIER OF GAS OR ITS SUCCESSORS AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT-WAYS DEPICTED ON THE PLAT OR OTHERWISE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER AND SANITARY SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS AND PUBLIC SANITARY SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN OR PUBLIC SANITARY SEWER. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SANITARY SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER AND SANITARY SEWER, SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS OR PUBLIC SANITARY SEWER MAINS, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR SUCH OWNER'S AGENTS OR CONTRACTORS.
- THE CITY OF BIXBY OR ITS SUCCESSORS THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT WAYS SHOWN ON SAID PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND WATER AND SEWER FACILITIES.
- ALL WATER AND SANITARY SEWER LINES SHALL BE MAINTAINED IN GOOD REPAIR BY THE UTILITY CONTRACTOR FOR THE TERM OF AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE BOND OF WHICH THE CITY OF BIXBY IS THE BENEFICIARY. IF ANY REPAIR ISSUES ARISE, THE DEVELOPER SHALL ASSIST THE CITY OF BIXBY IN COORDINATION AND FACILITATION WITH THE APPROPRIATE CONTRACTOR.
- THE FOREGOING COVENANTS CONCERNING WATER AND SEWER FACILITIES SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

- EACH LOT WITHIN THE SUBDIVISION 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 HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, THE HOMEOWNERS' ASSOCIATION DEFINED HEREINAFTER IN SECTION IV (THE "ASSOCIATION") AND BY THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

- THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO PROPERLY-PERMITTED LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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.

G. STORM SEWER

- THE CITY OF BIXBY, OR ITS SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE ACCOMPANYING PLAT FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND STORM SEWER SYSTEM.
- NO PERMANENT FENCE, PERMANENT WALL, PERMANENT BUILDING, OR PERMANENT STRUCTURE WHICH WOULD CAUSE AN OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE UTILITY EASEMENT AREAS, AND ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE STORM SEWER SYSTEM IS PROHIBITED.

- THE CITY OF BIXBY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE PUBLIC STORM SEWER SYSTEM, BUT THE OWNER OF EACH LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH SYSTEM CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF EACH LOT OR ITS AGENTS OR CONTRACTORS.

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STORM SEWER FACILITIES LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID STORM SEWER FACILITIES. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF STORM SEWER FACILITIES, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH SUCH STORM SEWER FACILITIES, IS PROHIBITED WITHOUT THE CONSENT OF THE CITY OF BIXBY.

- THE FOREGOING COVENANTS CONCERNING UTILITY EASEMENTS AND THE PUBLIC STORM SEWER SYSTEM SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OR ITS SUCCESSOR, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

SECTION II - LAND USE RESTRICTIONS

A. USE OF LAND:

ALL LOTS WITHIN THE SUBDIVISION SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED SOLELY FOR SINGLE FAMILY RESIDENCES, SINGLE FAMILY PURPOSES AND ONE (1) COMMUNITY SWIMMING POOL. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED OR DESIGNATED BY OWNER/DEVELOPER MAY BE USED FOR MODEL HOMES OR REAL ESTATE OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. SETBACKS

- STREET SETBACK. NO BUILDING OR ACCESSORY STRUCTURE SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.
- SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN 10 FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN 15 FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN 20 FEET.
- REAR YARD. THE MINIMUM REAR YARD SETBACK SHALL BE 20 FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED WITHIN THE REQUIRED REAR YARD SET BACK AREA, BUT NO BUILDING SHALL BE ERECTED NEARER THAN 5 FEET TO ANY LOT LINE.
- EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

C. BUILDING HEIGHT

NO BUILDING SHALL EXCEED 3 STORIES OR 48 FEET IN HEIGHT

D. FLOOR AREA OF DWELLING

- SINGLE STORY
A SINGLE STORY DWELLING SHALL HAVE AT LEAST 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREAS.
- TWO STORY AND THREE STORY
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 1,800 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 2,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
- 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.

- MASONRY. THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% BRICK, STONE, OR STUCCO (EXCLUDING WINDOWS AND DOORS). AT THE DISCRETION OF THE ARCHITECTURAL COMMITTEE, THE 100% REQUIRED MASONRY MAY BE WAIVED FOR PORCHES AND PATIOS.

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 FOR THE CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/ DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, EACH LOT OWNER AND THEIR SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

A. ARCHITECTURAL COMMITTEE-PLAN REVIEW

- AN ARCHITECTURAL COMMITTEE IS HEREBY FORMED AND SHALL APPROVE ALL PLANS FOR ANY STRUCTURE TO BE BUILT ON ANY LOT AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS SUBSECTION. THE ARCHITECTURAL COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY OWNER/ DEVELOPER UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS IN THE SUBDIVISION; AND, THEREAFTER, THE MEMBERS OF THE ARCHITECTURAL COMMITTEE SHALL BE APPOINTED BY THE ASSOCIATION, PROVIDED, HOWEVER, THAT OWNER/DEVELOPER MAY AT ANY TIME, IN ITS SOLE DISCRETION, ASSIGN AND TRANSFER THE RESPONSIBILITY FOR THE APPOINTMENT OF THE ARCHITECTURAL COMMITTEE TO THE ASSOCIATION.

- NO BUILDING, FENCE, WALL OR FREE STANDING MAILBOX SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND SHALL INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF SUCH PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 20 DAYS AFTER SUBMISSION, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

- 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 HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING, STRUCTURE OR ALTERATION, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, 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 RECOMMENDATION OF BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR BUILDING CODE COMPLIANCE. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

B. 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.

C. FOUNDATIONS

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

D. TRAFFIC CALMING DEVICES

IF THE CITY OF BIXBY REQUIRES THE APPROVAL OF THE SEVEN LAKES VI SUBDIVISION BEFORE IT DETERMINES IT WILL INSTALL SPEED BUMPS WITHIN THE SUBDIVISION, APPROVAL OF THE SUBDIVISION SHALL NOT BE PROVIDED UNLESS APPROVED BY 75% OF THE LOT OWNERS.

E. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

F. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED TWICE EACH CALENDAR YEAR. THE DATES THEREOF SHALL BE SET BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

G. WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

H. ROOF PITCH

- NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12 OVER 75% OF THE HORIZONTAL AREA COVERED BY ROOF AND NO ROOF SHALL HAVE A PITCH OF LESS THAN 3/12.
- WAIVER: THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTIONS TO PERMIT A DWELLING HAVING A FLAT ROOF OVER MORE THAN 25 % OF THE HORIZONTAL AREA COVERED BY ROOF.

I. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING COMPOSITION ROOFING SHINGLES (NOT LESS THAN 230-LB 30 YEAR AND WEATHERED WOOD IN COLOR), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREINAFTER 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.

Seven Lakes VI

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH,
RANGE THIRTEEN (13) EAST, OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

- J. ROOFTOP PROTRUSIONS
METAL ROOFTOP PROTRUSIONS ON THE RESIDENCE SHALL BE PAINTED TO MATCH THE ROOF COLOR SELECTIONS(WEATHEREDWOOD).
- K. ON-SITECONSTRUCTION
NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT.
- L. OUTBUILDINGS

1. OUTBUILDINGS ARE PROHIBITED.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.
- M. SWIMMING POOLS
ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.
- N. FENCING

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BIXBY ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED HOWEVER, ON CORNER LOTS FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION III, SUBSECTION P.2 IMMEDIATELY BELOW (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD, AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING SHALL BE PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PRE-APPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO RESERVE AREAS ONLY.

2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES OR PONDS IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FOUR FEET (4') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING FACING THE LAKE AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES. SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.
- O. ANTENNAS

1. EXTERIOR TELEVISION, "CB" RADIO OR OTHER ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 20" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS INSTALLED ON THE BACK OF THE DWELLING AND IS NOT VISIBLE FROM ANY STREET WITHIN THE SUBDIVISION.

2. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FOREGOING RESTRICTION.
- P. LANDSCAPING AND LOT MAINTENANCE

1. EACH LOT OWNER SHALL SOD THE YARD OF A LOT AT THE TIME OF CONSTRUCTION OF A RESIDENCE THEREON. AT THE TIME OF SUCH CONSTRUCTION, THE LOT OWNER SHALL INSTALL A MINIMUM EQUIVALENT WORTH OF \$500.0 OF LANDSCAPING MATERIALS (TREES, SHRUBS, GROUNDCOVER, ETC.) EXCLUSIVE OF SODDING.

2. 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.

3. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE RESERVE AREA, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE. IF TRASH OR OTHER REFUSE IS TO BE DISPOSED OF BY BEING PICKED UP AND CARRIED AWAY ON A REGULAR AND RECURRING BASIS, CONTAINERS MAY BE PLACED IN THE OPEN ON ANY DAY THAT A PICKUP IS TO BE MADE, AT SUCH PLACE ON THE LOT SO AS TO PROVIDE ACCESS TO PERSONS MAKING SUCH PICKUP. AT ALL OTHER TIMES, SUCH CONTAINERS SHALL BE STORED IN SUCH A MANNER SO THAT THEY CANNOT BE SEEN FROM ADJACENT AND SURROUNDING PROPERTY. THE ARCHITECTURAL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE REASONABLE RULES AND REGULATIONS RELATING TO THE SIZE, SHAPE, COLOR AND TYPE OF CONTAINERS PERMITTED AND THE MANNER OF STORAGE OF THE SAME.
- Q. RECREATIONAL VEHICLES AND BOATS
BOATS, TRAILERS, CAMPERs, MOTOR HOMES AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD OF IN EXCESS OF 48 HOURS PER WEEK IF IT IS WITHIN VIEW FROM ADJOINING PROPERTY OWNERS OR THE STREET.
- R. INOPERATIVE VEHICLES
NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MAINTENANCE OR REPAIRS TO VEHICLES, BOATS, MOTOR HOMES OR RECREATIONAL VEHICLES SHALL BE PERFORMED, EXCEPT IN AN ENCLOSED GARAGE.
- S. CLOTHESLINES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.
- T. TRASH CONTAINERS
TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, AND WITHIN TWELVE (12) HOURS 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.
- U. MAILBOXES
AS LONG AS A RURAL TYPE MAILBOX IS IN USE THE SUBDIVISION FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. ALL MAILBOXES SHALL BE POSITIONED SO THAT 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 WHICH BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

- V. ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT IN THE SUBDIVISION, EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.
- W. NOXIOUS ACTIVITY
NO ACTIVITY OF A NOXIOUS OR OFFENSIVE NATURE SHALL BE CARRIED OUT OR ALLOWED BY ANY RESIDENT FOR ANY PURPOSE UPON ANY LOT, NOR SHALL ANY COMMERCIAL OR TRADE ACTIVITY TAKE PLACE OR BE ALLOWED THEREON THAT MIGHT BE OR MIGHT BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- X. SIGNAGE
NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 6 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. EXCEPT, HOWEVER, OWNER/DEVELOPER MAY MAINTAIN SIGNS OF ANY SIZE ON RESERVE AREAS AND ON LOTS OWNED BY IT SO LONG AS IT OWNS A LOT IN THE SUBDIVISION.
- Y. 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 ALL CONSTRUCTION SHALL BE COMPLETED WITHIN 9 MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION. READY MIX CONCRETE TRUCKS SHALL WASH OUT ONLY ON THE PROPERTY ON WHICH THE CONCRETE IS BEING DELIVERED. PROPERTY OWNERS SHALL BE RESPONSIBLE FOR ASSURING THAT CONCRETE DELIVERED TO THEIR LOT STAYS ON THEIR LOT AND SHALL BE RESPONSIBLE FOR CLEANUP IF CONCRETE DELIVERED TO A LOT IS SPILLED OR WASHED ONTO STREETS OR OTHER LOTS.
- Z. TEMPORARY TRASH RECEPTACLE
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.
- AA. BASKETBALL GOAL
NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN THE STREETS RIGHTS OF WAY.

SECTION IV - HOMEOWNERS' ASSOCIATION

- A. FORMATION OF HOMEOWNERS' ASSOCIATION.
THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE THE SEVEN LAKES HOMEOWNERS' ASSOCIATION, INC. (THE "ASSOCIATION"), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA. THE ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, RESERVE AREAS, LANDSCAPING, FENCING AND FOR THE PURPOSE OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.
- B. MEMBERSHIP
EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION 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. THE ASSOCIATION SHALL ALSO INCLUDE THE RECORD OWNERS OF LOTS IN THE OTHER PHASES OF SEVEN LAKES TO BE CONTIGUOUS TO THE SUBDIVISION. OWNER/DEVELOPER OR ITS AFFILIATE MAY, BY DESIGNATION OF THE ASSOCIATION IN THE PLATS, DEEDS OF DEDICATION AND COVENANTS OF OTHER PHASES OF SEVEN LAKES AS THE OPERATIVE HOMEOWNERS ASSOCIATION FOR SUCH ADDITIONS, EFFECT THE INCLUSION OF ALL OF THE LOT OWNERS IN SUCH ADDITIONS AS MEMBERS OF THE ASSOCIATION.
- C. COVENANT FOR ASSESSMENTS
THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN THE SUBDIVISION. ALL ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.
- D. ENFORCEMENT RIGHTS OF THE ASSOCIATION
WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V - ENFORCEMENT, DURATION, AMENDMENT & SEVERABILITY

- A. ENFORCEMENT AND DURATION
THE RESTRICTIONS HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS GRANTEEES, TRANSFEREES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF RECORDING OF THIS DEED OF DEDICATION, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. IF ANY LOT OWNER SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY OR ANY PERSONS OWNING A LOT WITHIN THE SUBDIVISION TO MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT(S) TO PREVENT HIM/HER OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT(S) OR TO RECOVER DAMAGES FOR SUCH VIOLATION(S).
- B. 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 LOT OR LOTS TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II, LAND USE RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BIXBY

PLANNING COMMISSION, OR ITS SUCCESSORS, AND BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION. THE COVENANTS WITHIN SECTION III, PRIVATE BUILDING AND USE RESTRICTIONS 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 RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN SEVEN LAKES VI OR ALTERNATIVELY, THE COVENANTS WITHIN SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS WITHIN THE SUBDIVISION, PROVIDED HOWEVER IN THE EVENT OF A CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL GOVERN. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

- C. SEVERABILITY
THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHASE, CLAUSE OR PROVISIONS HEREIN CONTAINED SHALL NOT RENDER THE BALANCE OF THIS INSTRUMENT VOID, OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH PHRASE, CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE OWNER/DEVELOPER. THE FAILURE OF THE OWNER/DEVELOPER OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY RESTRICTION, COVENANT, OR CONDITION AT ANY TIME, OR FROM TIME TO TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY NOR A MODIFICATION OF THESE RESTRICTIONS, COVENANTS OR CONDITIONS.
- D. DEFINITIONS
IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH HEREIN, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF BIXBY ZONING CODE AS THE SAME EXISTED ON DECEMBER 5, 2014, OR AS SUBSEQUENTLY AMENDED.

IN WITNESS WHEREOF, OWNER/DEVELOPER HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF ____, 2015.

PRHR PROPERTIES, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEVIN HERN, 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 ____, 2015, PERSONALLY APPEARED KEVIN HERN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER 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 LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

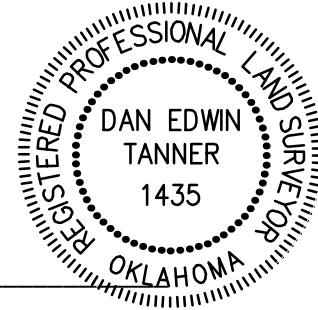
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SEVEN LAKES VI", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS __TH DAY OF _____, 2015.

BY: _____
DAN E. TANNER,
PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435



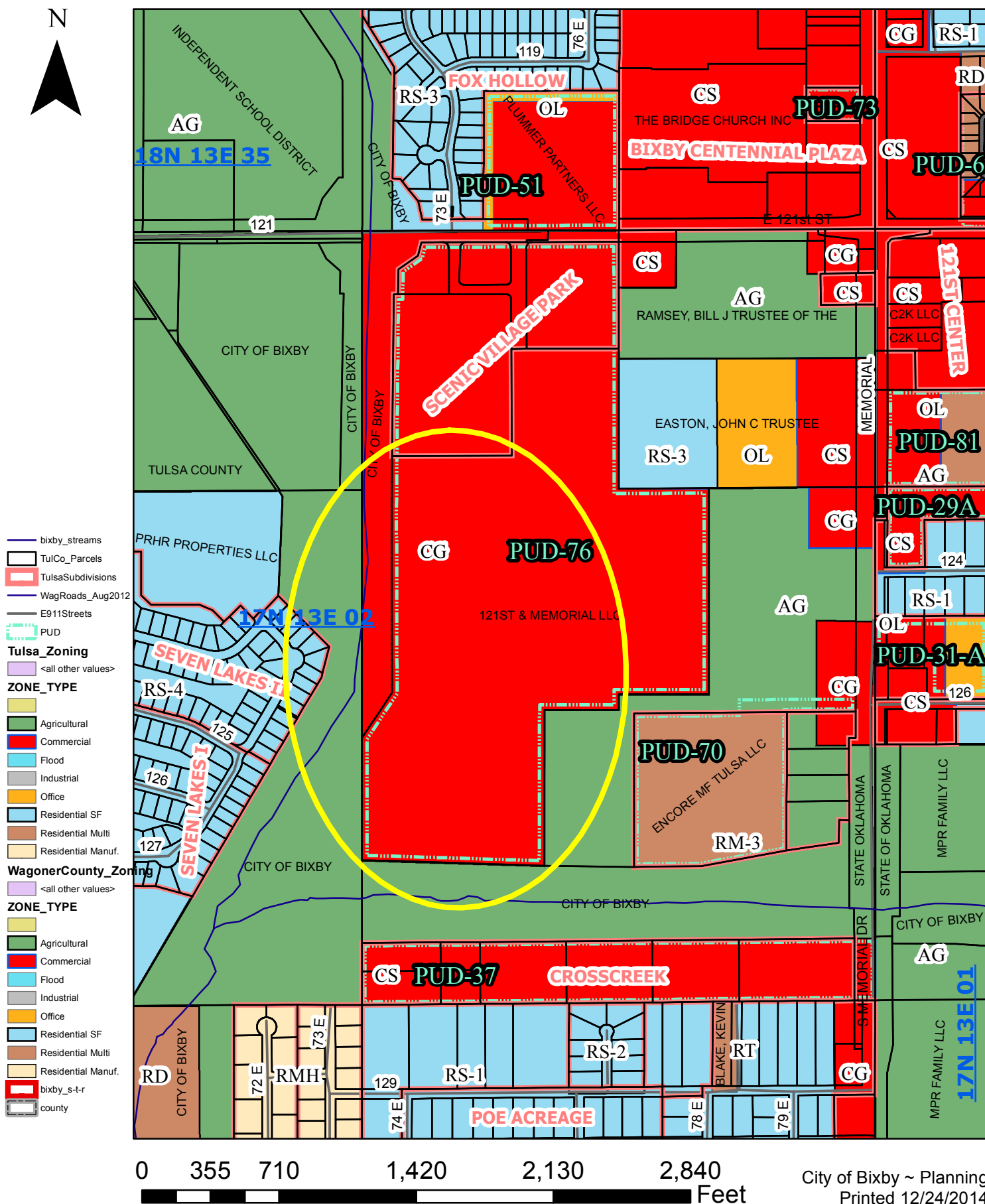
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF ____, 2015, PERSONALLY APPEARED DAN E. TANNER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED 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

Final Plat of "Quail Creek of Bixby" – Tanner Consulting, LLC



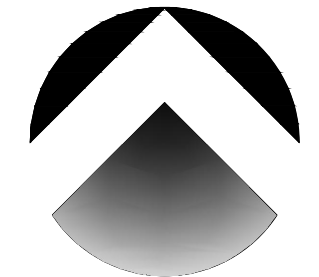
Draft Final Plat
PUD 76 - 1

Quail Creek OF BIXBY

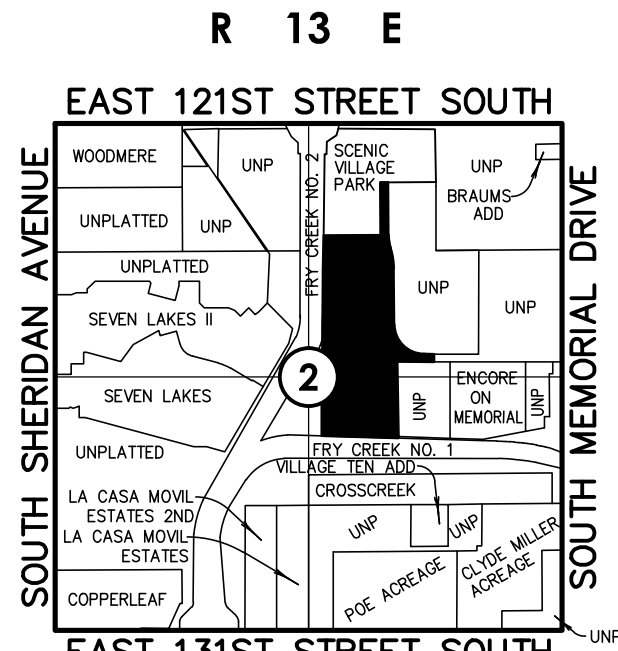
PART OF THE EAST HALF (E/2) OF SECTION TWO (2),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:
121st & Memorial LLC
CONTACT: RICK DODSON
6528 East 101st Street South
D-1, Suite 409
Tulsa, Oklahoma 74133
Phone: (918)638-3003

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2015
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



Scale: 1"= 100'
Tanner Consulting



Location Map
Scale: 1"= 2000'

LEGEND
B/L BUILDING LINE
B/U BUILDING LINE & UTILITY EASEMENT
BK PG BOOK & PAGE
CL CENTERLINE
DOC DOCUMENT
ESMT EASEMENT
F/L FENCE & LANDSCAPE EASEMENT
RES RESERVE AREA
SEP INSTR SEPARATE INSTRUMENT
U/E UTILITY EASEMENT
7300 ASSIGNED ADDRESS

SUBDIVISION CONTAINS:
ONE HUNDRED THIRTY THREE (133) LOTS
IN EIGHT (8) BLOCKS
WITH THREE (3) RESERVES
GROSS SUBDIVISION AREA: 41.168 ACRES

Notes:

- 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.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 121ST STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY FINAL PLAT OF "SCENIC VILLAGE PARK", AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (DOCUMENT # 6477).
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED UPON IN PLACE OF THE LEGAL DESCRIPTION.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORD BEARING	CHORD DISTANCE
1	39.27'	25.00'	90°00'00"	N 43°41'37" E	35.36'
2	39.27'	25.00'	90°00'00"	N 46°18'32" W	35.36'
3	77.87'	525.00'	8°29'55"	N 05°33'20" W	77.80'
4	70.46'	475.00'	8°29'55"	N 05°33'20" W	70.39'
5	17.50'	25.00'	40°06'29"	N 10°14'57" E	17.15'
6	35.53'	25.00'	81°25'40"	N 50°31'08" W	32.61'
7	146.39'	50.00'	167°44'42"	N 53°34'10" W	99.43'
8	20.16'	25.00'	46°12'32"	N 65°39'46" E	19.62'
9	16.70'	25.00'	38°16'28"	N 72°05'44" W	16.39'
10	148.03'	50.00'	169°37'49"	N 42°13'36" E	99.59'
11	39.30'	25.00'	90°04'25"	N 43°43'50" E	35.38'
12	18.01'	25.00'	41°16'56"	N 21°56'51" W	17.63'
13	74.05'	225.00'	18°51'22"	N 08°07'18" E	73.71'
14	102.69'	175.00'	33°37'14"	N 15°30'14" E	101.22'
15	47.50'	25.00'	108°51'22"	N 36°52'42" W	40.67'
16	24.60'	25.00'	56°22'46"	N 60°30'14" E	23.62'
17	130.82'	225.00'	33°18'51"	N 15°39'26" E	128.99'
18	101.75'	175.00'	33°18'51"	N 15°39'26" E	100.33'
19	39.40'	25.00'	90°18'23"	N 46°09'11" W	35.45'
20	39.14'	25.00'	89°41'37"	N 43°50'49" E	35.26'
21	17.58'	25.00'	40°17'39"	N 19°08'50" E	17.22'
22	38.83'	25.00'	89°00'00"	N 45°30'00" W	35.05'
23	147.99'	50.00'	169°35'19"	N 45°30'00" W	99.59'
24	17.58'	25.00'	40°17'39"	N 69°51'10" E	17.22'
25	17.20'	25.00'	39°25'15"	N 70°17'22" W	16.86'
26	39.70'	25.00'	90°58'45"	N 44°30'38" E	35.66'
27	148.20'	50.00'	169°49'15"	N 44°30'38" E	99.61'
28	17.20'	25.00'	39°25'15"	N 20°41'23" W	16.86'
29	39.41'	25.00'	90°19'38"	N 46°08'34" W	35.46'
30	39.13'	25.00'	89°40'22"	N 43°51'26" E	35.25'
31	43.98'	25.00'	100°48'12"	N 51°22'51" W	38.53'
32	59.42'	325.00'	10°28'34"	N 83°27'20" E	59.34'
33	49.77'	275.00'	10°22'06"	N 83°30'34" E	49.70'
34	44.00'	25.00'	100°50'37"	N 27°54'12" E	38.54'
35	35.08'	30.00'	66°59'22"	N 32°30'56" E	33.11'
36	44.53'	25.00'	102°02'47"	N 73°43'37" W	38.87'
37	49.03'	275.00'	10°12'55"	N 50°08'32" E	48.97'
38	54.91'	150.00'	20°58'32"	N 55°31'21" E	54.61'
39	34.91'	25.00'	80°00'32"	N 85°02'21" E	32.14'
40	36.25'	25.00'	83°04'48"	N 03°29'41" E	33.16'
41	44.57'	350.00'	7°17'47"	N 26°21'06" W	44.54'
42	39.17'	300.00'	7°28'53"	N 26°15'33" W	39.14'
43	94.69'	375.00'	14°28'01"	N 22°45'59" W	94.43'
44	162.76'	325.00'	28°41'37"	N 15°39'11" W	161.06'
45	33.06'	25.00'	75°46'24"	N 53°25'11" W	30.71'
46	135.79'	460.00'	16°54'47"	S 09°41'21" E	135.29'
47	218.96'	745.00'	16°50'21"	S 09°43'33" E	218.17'
48	485.18'	310.00'	89°40'22"	S 46°08'34" E	437.15'
49	245.20'	390.00'	36°01'22"	N 72°58'4" W	241.18'
50	250.07'	390.00'	36°44'20"	N 19°40'33" W	245.81'
51	195.44'	665.00'	16°50'21"	N 09°43'34" W	194.74'
52	159.40'	540.00'	16°54'47"	N 09°41'21" W	158.82'

POINT OF BEGINNING
SOUTHWEST CORNER NE 1/4
SECTION 2, T-17-N R-13-E

FINAL PLAT CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved
by the City Council of the City of Bixby.

on _____

MAYOR-VICE MAYOR

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

CITY MANAGER-CITY CLERK

Draft Final Plat

PUD 76 - 1

Quail Creek

OF BIXBY

PART OF THE EAST HALF (E/2) OF SECTION TWO (2),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
FOR QUAIL CREEK OF BIXBY

KNOW ALL MEN BY THESE PRESENTS:

THAT 121ST & MEMORIAL LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING PART OF THE EAST HALF (E/2) OF SECTION TWO (2), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 2; THENCE NORTH 1°00'00" WEST AND ALONG THE WEST LINE OF SAID NE/4, FOR A DISTANCE OF 40.39 FEET TO A POINT; THENCE NORTH 32°18'51" EAST FOR A DISTANCE OF 289.52 FEET TO A POINT; THENCE NORTH 1°18'23" WEST FOR A DISTANCE OF 857.55 FEET TO A POINT; THENCE NORTH 0°35'18" WEST FOR A DISTANCE OF 368.04 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT TWO (2), BLOCK ONE (1), "SCENIC VILLAGE PARK", AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6477); THENCE NORTH 88°46'02" EAST AND ALONG THE SOUTH LINE OF SAID LOT 2, FOR A DISTANCE OF 613.72 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER THEREOF; THENCE NORTH 1°13'58" WEST AND ALONG THE EAST LINE OF LOT 2, FOR A DISTANCE OF 550.00 FEET TO A POINT; THENCE NORTH 88°46'02" EAST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 80.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3) OF "SCENIC VILLAGE PARK"; THENCE SOUTH 1°13'58" EAST AND PARALLEL WITH THE EAST LINE OF LOT 2, FOR A DISTANCE OF 550.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 460.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°54'47", A CHORD BEARING AND DISTANCE OF SOUTH 9°41'21" EAST FOR 135.29 FEET, FOR AN ARC DISTANCE OF 135.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 745.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°50'21", A CHORD BEARING AND DISTANCE OF SOUTH 9°43'33" EAST FOR 218.17 FEET, FOR AN ARC DISTANCE OF 218.96 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°18'23" EAST FOR A DISTANCE OF 582.22 FEET TO A POINT OF CURVATURE; THENCE ALONG A 310.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°40'22", A CHORD BEARING AND DISTANCE OF SOUTH 46°08'34" EAST FOR 437.15 FEET, FOR AN ARC DISTANCE OF 485.18 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°01'15" EAST FOR A DISTANCE OF 105.36 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NE/4 (SW/4 NE/4); THENCE SOUTH 0°59'22" EAST AND ALONG SAID EAST LINE OF THE SW/4 NE/4, FOR A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTH 89°01'15" WEST FOR A DISTANCE OF 383.95 FEET TO A POINT; THENCE SOUTH 0°58'45" EAST FOR A DISTANCE OF 779.75 FEET TO A POINT; THENCE NORTH 89°33'45" WEST FOR A DISTANCE OF 938.73 FEET TO A POINT ON THE WEST LINE OF THE NE/4; THENCE NORTH 1°00'00" WEST AND ALONG SAID WEST LINE OF THE NE/4, FOR A DISTANCE OF 565.32 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,793,292 SQUARE FEET OR 41.168 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO ONE-HUNDRED THIRTY-THREE (133) LOTS IN EIGHT (8) BLOCKS AND ONE (1) RESERVE, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "QUAIL CREEK OF BIXBY", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "QUAIL CREEK OF BIXBY"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS" AND INDIVIDUALLY AS A "LOT".

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS.

THE OWNER DOES HEREBY GRANT, DONATE, CONVEY, AND DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE 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 POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING IMPROVEMENTS.

B. WATER SANITARY SEWER AND STORM SEWER SERVICE.

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

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, 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 MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER, SANITARY SEWER MAIN OR STORM SEWER MAINS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER, SANITARY SEWER MAIN OR STORM SEWER MAIN, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BIXBY, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.

3. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER, SANITARY SEWER MAIN AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE.

1. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT 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 AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE 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 RIGHT-OF-WAY 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.

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 EASEMENT WAYS 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.

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 SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C 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.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE PROPERLY PERMITTED LANDSCAPING AND PAVING OCCASIONED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THAT THE CITY OF BIXBY, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE OWNER AND BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO.

THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" ("LNA") SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

F. FENCE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/L" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF QUAIL CREEK OF BIXBY. THE FENCE AND LANDSCAPE EASEMENT ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES AND ENTRY FEATURES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEM, AND LANDSCAPING, AND FOR THE PURPOSE OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN "QUAIL CREEK OF BIXBY", WHICH CONTAIN SUCH EASEMENTS.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, QUAIL CREEK OF BIXBY WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. 76) AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS PUD NO. 76 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON FEBRUARY 27, 2013, AND APPROVED BY THE BIXBY CITY COUNCIL ON MARCH 25, 2013, AND

WHEREAS, PUD NO. 76 MAJOR AMENDMENT NO. 1 WAS SUBMITTED AND WAS AFFIRMATIVELY RECOMMENDED FOR APPROVAL BY THE CITY OF BIXBY PLANNING COMMISSION ON SEPTEMBER 30, 2013, AND WAS APPROVED BY THE BIXBY CITY COUNCIL ON OCTOBER 14, 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, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER 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, IT'S SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

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

A. DEVELOPMENT STANDARDS
(STANDARDS SET FORTH BELOW ARE A PORTION OF PUD NO. 76)

DEVELOPMENT AREA 'C' AND 'D' (BLOCKS 1 - 8 QUAIL CREEK OF BIXBY)

PERMITTED USES: DETACHED RESIDENTIAL DWELLING UNITS INCLUDING SINGLE-FAMILY, PATIO HOME, AND CUSTOMARY ACCESSORY USES, INCLUDING COMMON AREA FACILITIES SUCH AS CLUB HOUSE, SWIMMING POOL AND RECREATIONAL OPEN SPACE.

MAXIMUM DWELLING UNITS: 170

MAXIMUM BUILDING HEIGHT: 35 FT.

MAXIMUM STORIES: 2
MINIMUM LOT WIDTH: 65 FT
MINIMUM LOT SIZE: 6,900 SF

MINIMUM YARDS AND BUILDING SETBACKS:
FROM STREET RIGHT-OF-WAY: 20 FT.
FROM REAR LOT LINE: 20 FT.
FROM SIDE LOT LINE: 5 FT.
BETWEEN DETACHED DWELLING UNITS: 10 FT.

MINIMUM OFF-STREET PARKING: AS REQUIRED WITHIN THE APPLICABLE USE UNIT

OTHER BULK AND AREA REQUIREMENTS:
DETACHED SINGLE FAMILY DWELLINGS: AS REQUIRED WITHIN A RS-3 DISTRICT

B. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. RESTRICTED USES

ALL USES CLASSIFIED AS "SEXUALLY ORIENTED" WITHIN THE CITY OF BIXBY ZONING CODE (SECTION 11-7D-6) ARE HEREBY EXCLUDED FROM ANY DEVELOPMENT AREA WITHIN PUD 76.

2. LANDSCAPING AND SCREENING

LANDSCAPING SHALL MEET THE REQUIREMENTS OF CHAPTER 12 LANDSCAPE REQUIREMENTS OF THE BIXBY ZONING CODE, EXCEPT AS HEREINAFTER MODIFIED. WITHIN DEVELOPMENT AREAS PERMITTING RETAIL USE, THE LANDSCAPING FOR A MIXED USE BUILDING WHICH CONTAINS BOTH RETAIL AND OFFICE TENANTS SHALL BE 10%. IN ADDITION TO THE REQUIREMENTS OF CHAPTER 12 OF THE BIXBY ZONING CODE, PERIMETER LANDSCAPING SHALL INCLUDE PLANT MATERIALS DESIGNED TO ACHIEVE AN ATTRACTIVE STREET VIEW. REASONABLE EFFORTS SHALL BE MADE TO PRESERVE EXISTING MATURE TREES. EACH MATURE TREE WHICH IS IN A REQUIRED STREET YARD AND WHICH IS REMOVED FOR THE PURPOSE OF PROVIDING PARKING FOR MULTIFAMILY DWELLINGS OR COMMERCIAL ESTABLISHMENTS SHALL BE REPLACED WITHIN THE AFFECTED LOT OR LOTS AT A TWO TO ONE (2:1) RATIO IN ACCORDANCE WITH CHAPTER 12 OF THE BIXBY ZONING CODE. A SCREENING FENCE NOT LESS THAN 6 FEET IN HEIGHT AND A LANDSCAPED AREA OF NOT LESS THAN 10 FEET IN WIDTH SHALL BE MAINTAINED ALONG THE BOUNDARIES OF COMMERCIAL AREAS ADJOINING RESIDENTIAL DEVELOPMENT OR A RESIDENTIAL ZONING DISTRICT, PROVIDED HOWEVER, IF AN ADJOINING RESIDENTIAL DISTRICT IS UNDEVELOPED OR USED FOR NONRESIDENTIAL PURPOSES, REQUIRED SCREENING MAY BE DEFERRED UNTIL RESIDENTIAL DEVELOPMENT OCCURS.

3. LIGHTING

EXTERIOR LIGHTING SHALL BE LIMITED TO SHIELDED FIXTURES DESIGNED TO DIRECT LIGHT DOWNWARD. LIGHTING SHALL BE DESIGNED SO THAT THE LIGHT PRODUCING ELEMENT OF THE SHIELDED FIXTURE SHALL NOT BE VISIBLE TO A PERSON STANDING WITHIN AN ADJACENT RESIDENTIAL DISTRICT OR RESIDENTIAL DEVELOPMENT AREA.

4. OFF STREET PARKING

THE LIMITATION ESTABLISHING A MAXIMUM NUMBER OF PARKING SPACES AS SET FORTH WITHIN PARAGRAPH H, SECTION 11-10-2 MAY BE MODIFIED BY THE BIXBY PLANNING COMMISSION PURSUANT TO ITS REVIEW AND APPROVAL OF A PUD DETAIL SITE PLAN.

5. ACCESS AND CIRCULATION

THE PRINCIPAL ACCESS IS TO BE DERIVED FROM EAST 121ST SOUTH AND SOUTH MEMORIAL DRIVE AND AN INTERIOR PUBLIC COLLECTOR STREET TO BE CONSTRUCTED THAT CONNECTS TO THE TWO ARTERIAL STREETS. THE CONNECTION OF THE TWO ARTERIALS IS A REQUIREMENT. THERE IS AN AREA OUTSIDE THE AREA OF PUD NO.76 WHICH IS PROPOSED FOR A SEGMENT OF THE COLLECTOR STREET BUT WITHIN WHICH, REQUIRED RIGHT OF WAY DOES NOT PRESENTLY EXIST. THE OWNER OF THE AREA REQUIRED FOR RIGHT OF WAY IS UNDER CONTRACT THAT THE REQUIRED RIGHT OF WAY WILL BE DEDICATED. THE COLLECTOR STREET WILL REQUIRE A RIGHT OF WAY WIDTH OF 80 FEET AND A PAVING WIDTH OF 38 FEET, PROVIDED HOWEVER A PAVING WIDTH OF 38 FEET SHALL REQUIRE A WAIVER BY THE BIXBY CITY COUNCIL OF THE BIXBY SUBDIVISION REGULATIONS. INTERIOR PUBLIC AND/OR PRIVATE MINOR STREET SYSTEMS AND MUTUAL ACCESS EASEMENTS WILL BE ESTABLISHED AS NEEDED. NEW PUBLIC STREET CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE GEOMETRIC STREET STANDARDS OF THE CITY OF BIXBY.

SIDEWALKS ALONG THE INTERIOR STREETS AND ALONG 121ST STREET SHALL BE CONSTRUCTED BY THE DEVELOPER IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS INCLUDING A MINIMUM WIDTH OF FOUR FEET AND ADA COMPLIANCE. WITHIN DEVELOPMENT AREAS B AND C, PEDESTRIAN ACCESS FROM RESIDENTIAL AREAS MAY BE PROVIDED TO THE ADJOINING FRY DITCH.

6. SIGNS

SIGNS SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE BIXBY ZONING CODE; PROVIDED HOWEVER, PRIOR TO INSTALLATION, A DETAILED SIGN PLAN SHALL BE SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION. SIGNS IDENTIFYING AN INTERIOR PROPERTY MAY BE LOCATED OFF SITE WITHIN A PARCEL LOCATED WITHIN PUD 76 "SCENIC VILLAGE PARK", BUT SHALL REQUIRE A DETAILED SIGN PLAN SUBMITTED TO AN APPROVED BY THE BIXBY PLANNING COMMISSION.

BUSINESS SIGNS SHALL BE LIMITED AS FOLLOWS:

1. WALL OR CANOPY SIGNS SHALL NOT EXCEED 1.5 SQUARE FEET OF DISPLAY SURFACE AREA PER LINEAL FOOT OF THE BUILDING WALL OR CANOPY TO WHICH AFFIXED.

2. A PROJECT IDENTIFICATION SIGN MAY BE LOCATED ALONG 121ST STREET, BUT SHALL NOT EXCEED 35 FEET IN HEIGHT AND 230 SQUARE FEET OF DISPLAY SURFACE AREA.

3. WITHIN EACH LOT, A GROUND SIGN MAY BE LOCATED, BUT SHALL NOT EXCEED 20 FEET IN HEIGHT AND 75 SQUARE FEET OF DISPLAY SURFACE AREA.

7. UTILITIES AND DRAINAGE

UTILITIES ARE AT THE SITE OR ACCESSIBLE BY CUSTOMARY EXTENSION. FEE-IN-LIEU OF STORM WATER DETENTION FACILITIES WILL BE PROVIDED.

8. PARCELIZATION

AFTER INITIAL PLATTING SETTING FORTH PERMITTED USES AND THE ALLOCATION OF COMMERCIAL FLOOR AREA OR RESIDENTIAL DENSITY, DIVISION OF PLATTED LOTS MAY OCCUR BY APPROVED LOT SPLIT APPLICATION AND SUBJECT TO THE APPROVAL BY THE BIXBY PLANNING COMMISSION OF PROPOSED FLOOR AREA OR RESIDENTIAL DENSITY ALLOCATIONS AND CONFIRMATION OF THE EXISTENCE OF ANY NECESSARY CROSS PARKING AND MUTUAL ACCESS EASEMENTS.

9. TRANSFER OF ALLOCATED FLOOR AREA

AN INITIAL TRANSFER OF 65 DWELLING UNITS FROM DEVELOPMENT AREA C TO DEVELOPMENT AREA H IS HEREIN ESTABLISHED. ALLOCATED COMMERCIAL OR RESIDENTIAL DENSITY MAY BE TRANSFERRED TO ANOTHER LOT OR LOTS BY WRITTEN INSTRUMENT EXECUTED BY THE OWNER OF THE LOT FROM WHICH THE FLOOR AREA OR RESIDENTIAL DENSITY IS TO BE ALLOCATED, PROVIDED HOWEVER, THE ALLOCATION SHALL NOT EXCEED 15% OF THE INITIAL ALLOCATION TO THE LOT TO WHICH THE TRANSFER OF FLOOR AREA OR RESIDENTIAL DENSITY IS TO BE MADE. ALLOCATION EXCEEDING 15% SHALL REQUIRE AN APPLICATION FOR MINOR AMENDMENT TO BE REVIEWED AND APPROVED BY THE BIXBY PLANNING COMMISSION.

10. DETAILED SITE PLAN REVIEW

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES. WITHIN DEVELOPMENT AREAS INTENDED FOR MULTIFAMILY DWELLINGS NO BUILDING PERMIT SHALL ISSUE UNTIL A DETAILED SITE PLAN (INCLUDING LANDSCAPING) OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO THE BIXBY PLANNING COMMISSION FOR RECOMMENDATION AND SUBMITTED TO AND APPROVED BY THE BIXBY CITY COUNCIL AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. WITHIN DEVELOPMENT AREAS THAT DO NOT INCLUDE MULTIFAMILY DWELLINGS, NO BUILDING PERMIT SHALL ISSUE UNTIL A DETAILED SITE PLAN (INCLUDING LANDSCAPING) OF THE PROPOSED IMPROVEMENTS HAS BEEN SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION AS BEING IN COMPLIANCE WITH THE DEVELOPMENT CONCEPT AND THE DEVELOPMENT STANDARDS. NO CERTIFICATE OF OCCUPANCY SHALL ISSUE FOR A BUILDING UNTIL THE LANDSCAPING OF THE APPLICABLE PHASE OF DEVELOPMENT HAS BEEN INSTALLED IN ACCORDANCE WITH A LANDSCAPING PLAN AND PHASING SCHEDULE SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION.

11. PLATTING REQUIREMENT

DEVELOPMENT AREAS MAY BE DEVELOPED IN PHASES, AND NO BUILDING PERMIT SHALL ISSUE UNTIL THE DEVELOPMENT PHASE FOR WHICH A PERMIT IS SOUGHT HAS BEEN INCLUDED WITHIN A SUBDIVISION PLAT SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION AND THE COUNCIL OF THE CITY OF BIXBY, AND DULY FILED OF RECORD. THE REQUIRED SUBDIVISION PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PLANNED UNIT DEVELOPMENT AND THE CITY OF BIXBY SHALL BE A BENEFICIARY THEREOF.

12. CITY DEPARTMENT REQUIREMENTS

STANDARD REQUIREMENTS OF THE CITY OF BIXBY FIRE MARSHALL, CITY ENGINEER AND CITY ATTORNEY SHALL BE MET.

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 QUAIL CREEK OF BIXBY, A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS, INCLUDING RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF QUAIL CREEK OF BIXBY AND OF ANY RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. QUAIL CREEK VILLAS OF BIXBY ADJOINS QUAIL CREEK OF BIXBY AND SHALL BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN QUAIL CREEK OF BIXBY 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 IN QUAIL CREEK OF BIXBY SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS.

Draft Final Plat
PUD 76 - 1
Quail Creek
OF BIXBY

PART OF THE EAST HALF (E/2) OF SECTION TWO (2),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SECTION IV. PRIVATE RESTRICTIONS

THE OWNER/DEVELOPER HEREBY IMPOSES THE FOLLOWING RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN, WHICH SHALL BE APPLICABLE TO THE LOTS AND 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. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, OR FREE STANDING MAILBOX SHALL BE ERCTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT, AND NO SIDEWALK SHALL BE CONSTRUCTED UPON OR ADJACENT TO ANY LOT, UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER 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 AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, SIDEWALK LOCATION AND DESIGN PLAN, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. 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 HEREINAFTER 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 MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERCTED 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. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE 1ST DAY OF JANUARY, 2015, BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION, OR UPON WRITTEN ASSIGNMENT TO THE APPLICABLE HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. FLOOR AREA

SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,200 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,600 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

C. GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES. CARPORTS ARE PROHIBITED. GLASS IN VEHICULAR ENTRY DOORS IS PROHIBITED.

D. FOUNDATIONS

THE EXTERIOR SURFACE OF ANY EXPOSED FOUNDATION, INCLUDING STEM WALLS, SHALL BE OF BRICK, STONE OR STUCCO.

E. MASONRY

A MINIMUM OF 75% OF THE EXTERIOR SURFACE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL ROCK OR STUCCO. VINYL SIDING OF ANY EXTERIOR WALL IS PROHIBITED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

F. WINDOWS

WINDOWS SHALL BE VINYL. METAL WINDOWS ARE RESTRICTED, HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE METAL WINDOW RESTRICTION SET FORTH IN THIS SUBSECTION.

G. ROOF FLASHING

EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED.

H. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12; PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THIS RESTRICTION TO PERMIT A DWELLING HAVING A FLAT ROOF AREA EQUAL TO NO MORE THAN TWENTY PERCENT (20%) OF THE AREA COVERED BY ALL ROOF SURFACES.

I. ROOFING MATERIALS

ROOFS SHALL BE COMPOSITION SHINGLE ROOF - LANDMARK WEATHERED WOOD OR EQUAL; PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION OR IF LANDMARK WEATHERED WOOD ROOFING IS NOT REASONABLY AVAILABLE, THE ARCHITECTURAL COMMITTEE MAY APPROVE FOR THE SUBDIVISION, SPECIFICATIONS FOR ALTERNATIVE ROOFING THAT IS HEAVY DUTY ORGANIC OR INORGANIC COMPOSITION SHINGLE AND WHICH SIMULATES A "WEATHERED WOOD" LOOK.

J. ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT DWELLING MAY BE MOVED ONTO OR PLACED ON ANY LOT.

K. OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED; PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

L. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

M. FENCING OR WALLS WITHIN THE LOT

FENCING OR WALLS WITHIN THE LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE OR WALL MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. WITHIN CORNER LOTS, FENCING OR WALLS IN THE SIDE YARD ADJOINING THE STREET SHALL BE SET BACK A MINIMUM OF 15 FT. FROM THE SIDE LOT LINE. FENCING WITHIN YARDS THAT ABUT SOUTH 74TH EAST AVENUE SHALL BE CONSTRUCTED OF MASONRY AND SHALL NOT EXCEED 8 FEET IN HEIGHT. ELSEWHERE, FENCES OR WALLS WITHIN THE LOT SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO FENCE OR WALL WITHIN THE LOT SHALL EXCEED 7 FEET IN HEIGHT. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS. NOTWITHSTANDING THE ABOVE, NOTHING WITHIN THIS PARAGRAPH M SHALL BE DEEMED A RESTRICTION UPON FENCING OR WALLS CONSTRUCTED WITHIN THE AREAS DEPICTED UPON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT " OR "F/L".

N. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED; PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE AND NOT VISIBLE FROM THE STREET VIEW OF THE DWELLING, AND THE SPECIFIC LOCATION OF THE SAME IS APPROVED BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

O. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT, AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH, OR OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT UNSIGHTLY GROWTH OF WEEDS OR TALL GRASS.

P. RECREATIONAL VEHICLES AND EQUIPMENT

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICULAR EQUIPMENT, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

Q. TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, TRAILERS, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3/4 TON).

R. CLOTHESLINES AND TRASH RECEPTACLES

EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED. GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP.

S. MAILBOXES

AS LONG AS A RURAL TYPE MAILBOX IS IN USE IN THE SUBDIVISION FOR U.S. POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THAT THE FRONT FACE IS APPROXIMATELY SIX (6) INCHES IN FROM THE BASE OF THE CURB AND SIX (6) FEET FROM THE "INSIDE EDGE" OF THE DRIVEWAY. "INSIDE EDGE" SHALL MEAN THE EDGE OF THE DRIVEWAY WHICH BORDERS THE LARGEST CONTIGUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE FORTY-TWO (42) INCHES FROM STREET LEVEL.

T. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER CUSTOMARY HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

U. 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.

V. SIGNAGE

NO SIGN OTHER THAN CUSTOMARY NAME PLATE AND ADDRESS SHALL BE LOCATED ON ANY LOT IN PUBLIC VIEW, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING CONSTRUCTION AND SALES PERIOD. NO RENT OR LEASE SIGNS ARE ALLOWED.

W. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

X. RESERVE AREA "A" "B" AND "C"

RESERVE AREAS "A" AND "B" SHALL BE FOR THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS' ASSOCIATION AND SHALL BE LIMITED IN USE FOR LANDSCAPE ENTRY FEATURE AND SIGNAGE. RESERVE AREAS "A" AND "B" SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.

RESERVE AREA "C" SHALL BE FOR THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS' ASSOCIATION AND THE PUBLIC FOR THE INTENDED PURPOSE OF PROVIDING PEDESTRIAN ACCESS FROM THE PUBLIC STREETS WITHIN THE DEVELOPMENT TO THE FRY DITCH TRAIL SYSTEM.

SECTION V. 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 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 AND SECTION IV. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF 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 III. OR IV., IT SHALL BE LAWFUL FOR 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. 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 HOMEOWNERS' ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS III., IV. OR V. 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 THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION 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 BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BIXBY, OKLAHOMA. 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 76 BY THE BIXBY PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION WITH THE TULSA COUNTY CLERK. THE COVENANTS CONTAINED WITHIN ANY OTHER SECTION OF THIS DEED OF DEDICATION 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 RECORD OWNER OF AT LEAST 1 LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF AT LEAST 60% OF THE LOTS WITHIN THE SUBDIVISION. 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 AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS 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, 121ST & MEMORIAL LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY HAS EXECUTED THIS INSTRUMENT THE ____ DAY OF _____, 2015.

121ST & MEMORIAL LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
RICHARD L. DODSON, 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 _____, 2015, PERSONALLY APPEARED RICHARD L. DODSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MANAGER 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.

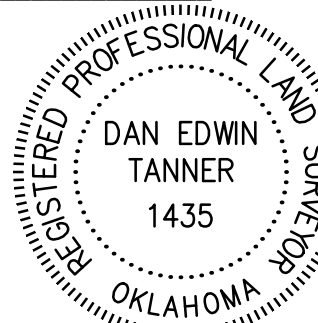
MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, 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 _____, 2015.



BY: _____
DAN E. TANNER
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

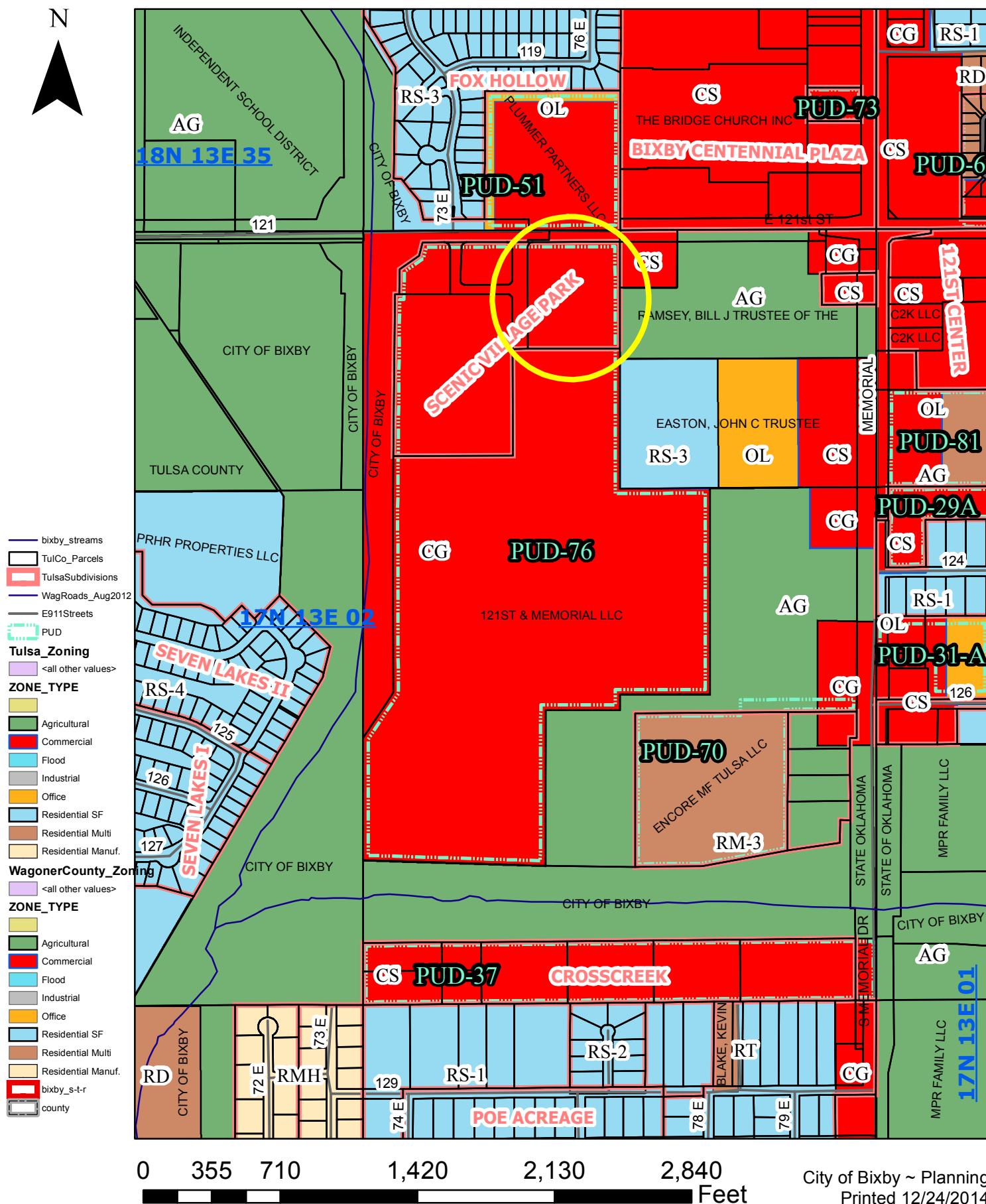
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2015, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY 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

Amendment of Plat of Scenic Village Park – Tanner Consulting, LLC



Monday, December 8, 2014

Erik Enyart
City Planner
City of Bixby

116 W. Needles
Bixby, OK 74008
Phone: (918)366-0427
Fax: (918)366-4416

Re: 13098 - Dodson - Quail Creek of Bixby: Bidding & Construction Administration - Plat Amendment -
Scenic Village Park

One (1) - Plat Amendment Document

Erik,
On behalf of Rick Dodson, the Scenic Village Park and Quail Creek developer, we ask that the attached plat amendment to Lot 1, Block 3, Scenic Village Park be added to the next available Planning Commission and City Council meeting agendas. I will deliver the signed original to you after receiving any comments from Patrick Boulden.

Justin Morgan

AMENDMENT OF PLAT OF SCENIC VILLAGE PARK

THIS AMENDMENT OF PLAT OF SCENIC VILLAGE PARK (the "Amendment") is entered into and is effective this 4th day of December, 2014.

WHEREAS, 121st & Memorial, L.L.C ("Owner"), is the owner of that certain real property known as Lot 1, Block 3, Scenic Village Park, a subdivision in the City of Bixby, Tulsa County, Oklahoma (the "Subdivision") recorded in the office of the Tulsa County Clerk as Document No. 6477 on June 20, 2013 in accordance with Planned Unit Development 76 approved by the Bixby Planning Commission on February 27, 2013 and the Bixby City Council on March 25, 2013; and

WHEREAS, Section I. Easement and Utilities, Subsection C. Underground Service, Paragraph 1, does not expressly provide for the supply of electric, telephone or cable television services by way of overhead lines within the Subdivision; and

WHEREAS, Section III. Enforcement, Duration, Amendment and Severability, Paragraph C., Amendment, provides that the covenants contained within Section I, Easements and Utilities, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of land to which the amendment or termination is to be applicable and approved by the Bixby Planning Commission or its successors and the City of Bixby; and

WHEREAS, 121st & Memorial, L.L.C. owns Lot 1, Block 3 in the Subdivision as evidenced by the Ownership Report attached as Exhibit "A" and Richard Dodson is the Manager of the 121st & Memorial, L.L.C.; and

WHEREAS, it is in the best interest of the owner of Lot 1, Block 3 in the Subdivision to amend the Plat and Deed of Dedication and Restrictive Covenants for the Subdivision to allow for the supply of electric, telephone or cable television services by way of overhead lines as follows:

NOW, THEREFORE, the undersigned, being the owner of Lot 1, Block 3 in the subdivision, agrees as follows:

SECTION I. Easements and Utilities, Subsection C. Underground Service, Paragraph 1 is hereby deleted in its entirety and replaced with the following:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY ALONG EAST 121ST STREET SOUTH AND THE 17.5' UTILITY EASEMENT ALONG THE EAST LINE OF LOT 1, BLOCK 3. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT 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 AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

Except as expressly amended hereby, the Plat and Deed of Dedication and Restrictive Covenants shall remain in full force and effect.

121st & Memorial, L.L.C.
An Oklahoma Limited Liability Company

By: Richard Dodson
Its Manager

STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

This instrument was acknowledged before me on this ____ day of _____, 201__, by Richard Dodson as Manager of 121st & Memorial, L.L.C.

My Commission Expires:

My Commission Number:

Notary Public

On this ____ day of _____, 201__, the Bixby Planning Commission expressly acknowledges, consents and approves of the foregoing Amendment of Plat of SCENIC VILLAGE PARK and its corresponding Deed of Dedication and Restrictive Covenants.

Bixby Planning Commission

By: Thomas Holland
Its Chairman

On this ____ day of _____, 201__, the Bixby City Council expressly acknowledges, consents and approves of the foregoing Amendment of Plat of SCENIC VILLAGE PARK and its corresponding Deed of Dedication and Restrictive Covenants.

Bixby City Council

By: John Easton
Its Mayor

(Seal)

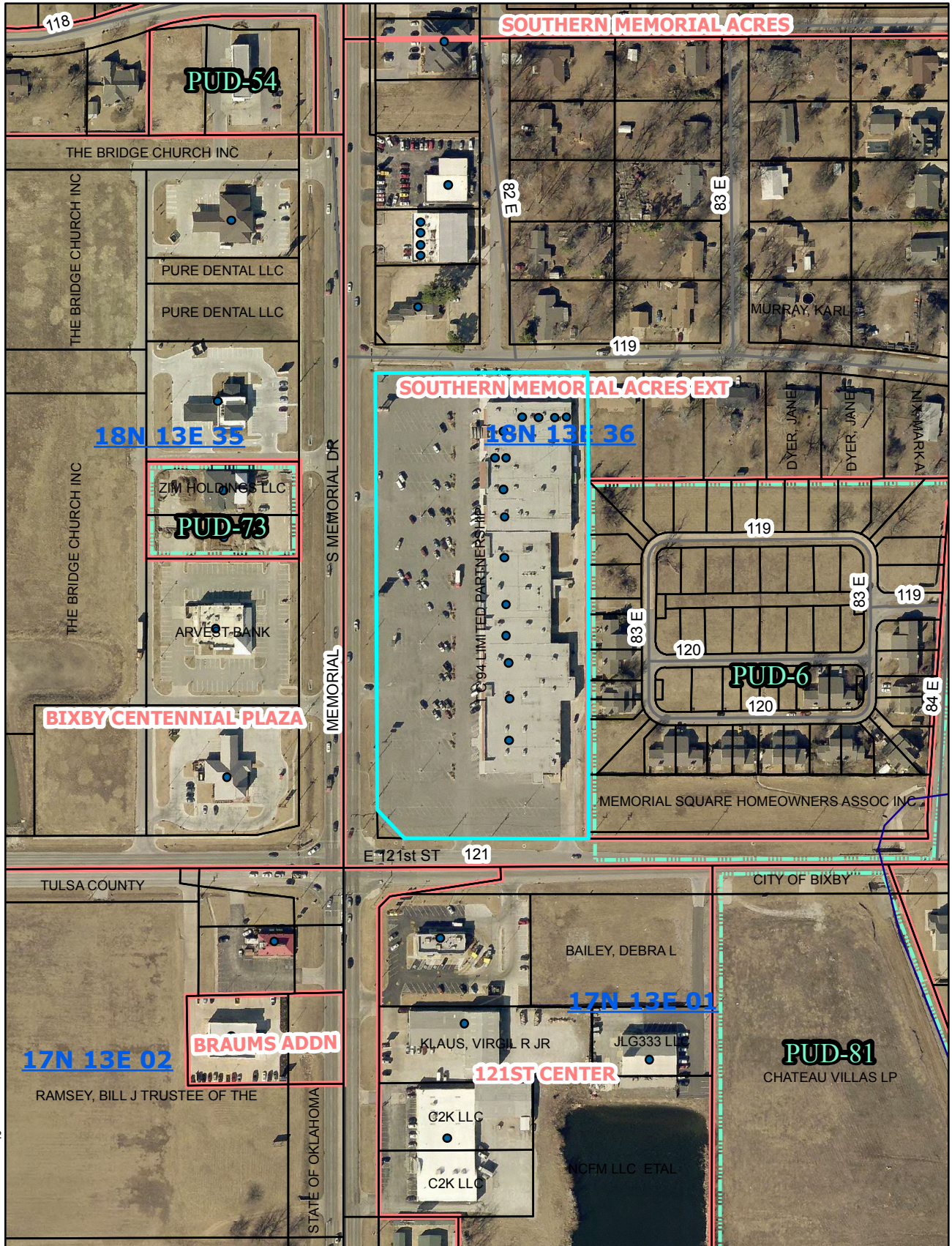
ATTEST:

City Clerk

APPROVED:

City Attorney

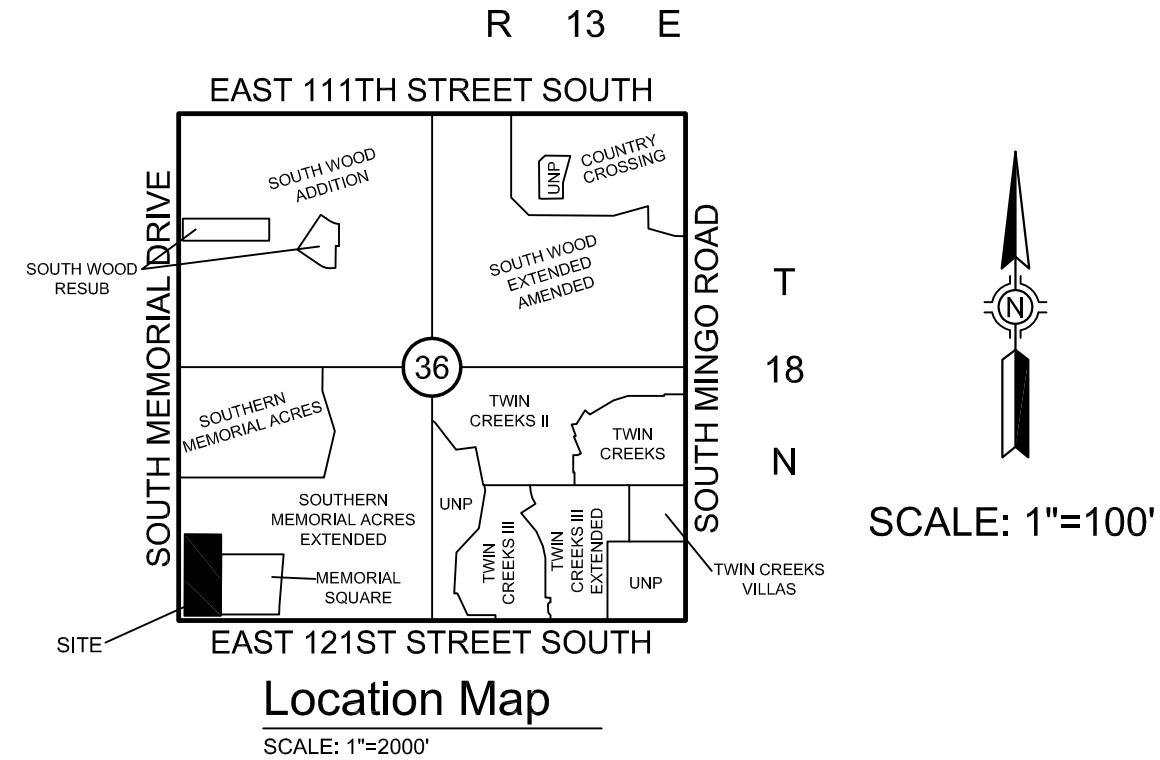
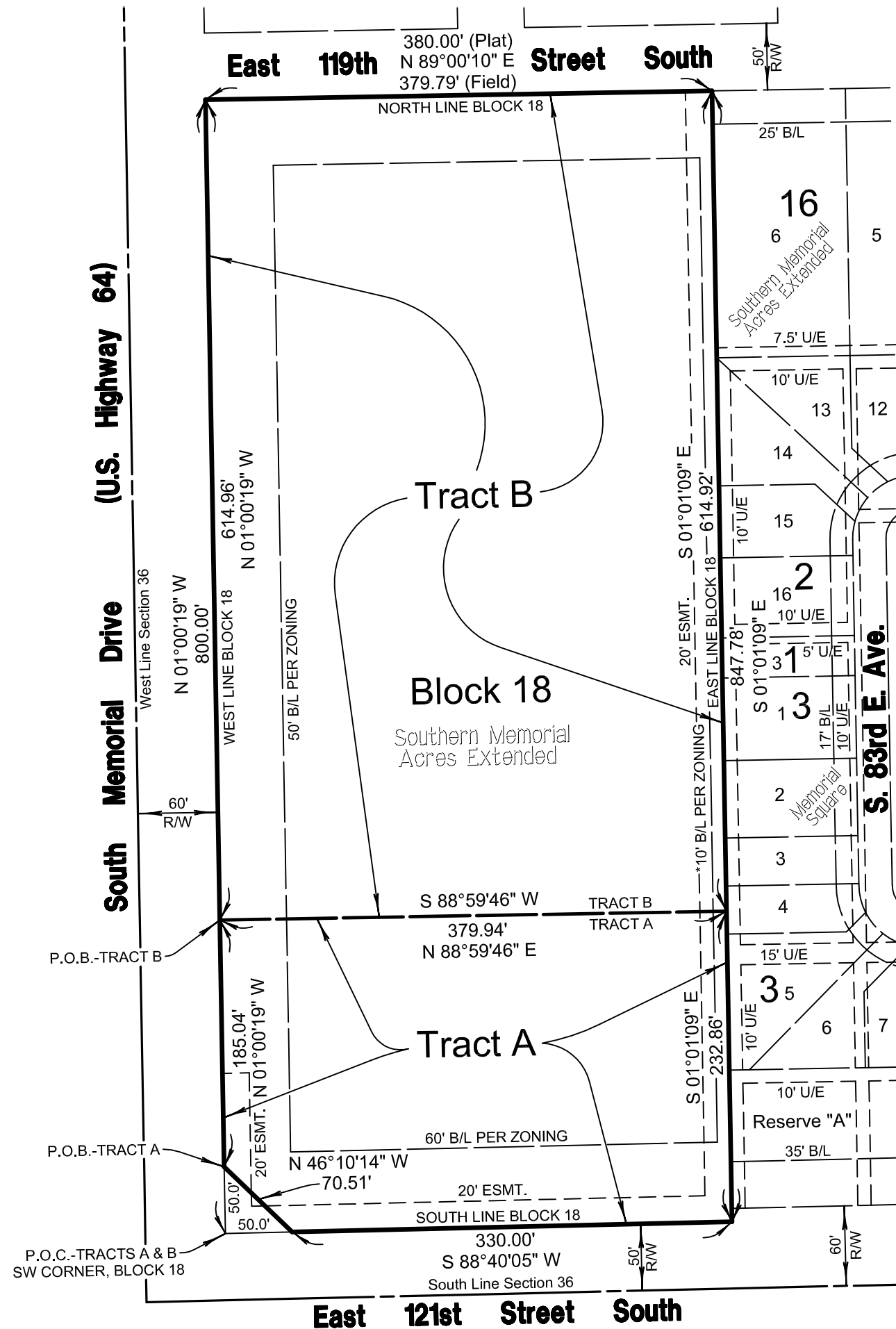
BL-397 – Michael Ward on behalf of QuikTrip Corporation for T C 94, LP



- Businesses
- bixby_streams
- TulCo_Parcels
- TulsaSubdivisions
- WagRoads_Aug2012
- E911Streets
- PUD
- bixby_s-t-r
- county

0 135 270 540 810 1,080 Feet

K:\17511.01\Lot Split Exhibit.Dwg



- Legend
- U/E = UTILITY EASEMENT
 - B/L = BUILDING SETBACK LINE
 - R/W = RIGHT-OF-WAY
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT

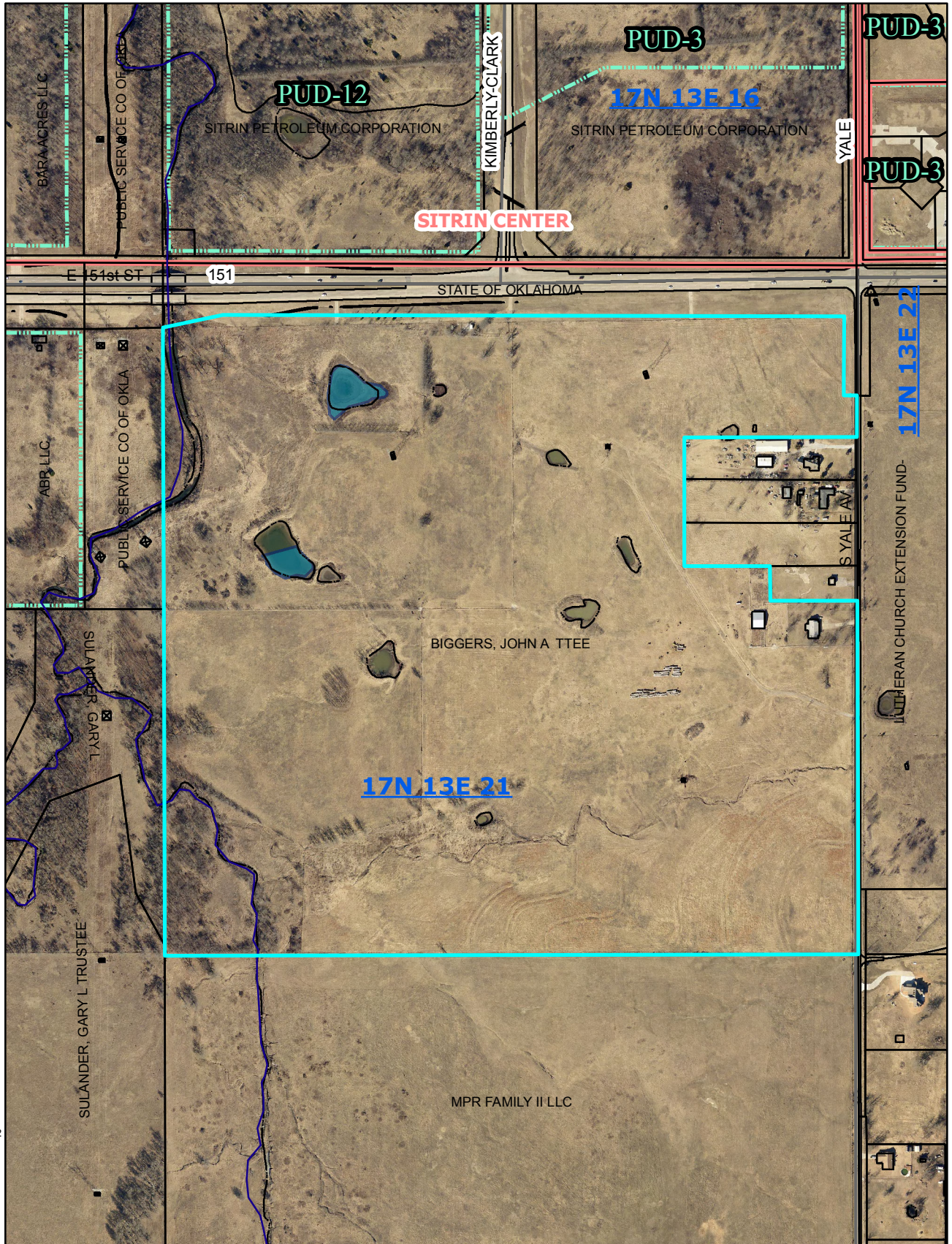
Basis of Bearing

THE BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.

Lot Split Exhibit of Block Eighteen (18) Southern Memorial Acres Extended City of Bixby, Tulsa County, Oklahoma

			Sisemore Weisz & Associates, Inc.		
			6111 EAST 32nd PLACE TULSA, OKLAHOMA 74135 C.A. NO. 2421		
			PHONE: (918) 665-3600 FAX: (918) 665-8668 EXP. DATE 6/30/15		
REVISIONS	BY	DATE	FILE:	1813.3600	SURVEY BY: N/A
			ORDER:	17511.01	DRAWN BY: AGM
			BOOK:	N/A	CHECKED BY: N/A
			DATE:	12/18/14	
			SCALE:	1"=100'	
			SHEET	1	OF 1

BL-396 – Rebecca Coffee for Dorothy L. Biggers Living Trust



- Businesses
- bixby_streams
- TulCo_Parcels
- TulsaSubdivisions
- WagRoads_Aug2012
- E911Streets
- PUD
- bixby_s-t-r
- county

0 287.5 575 1,150 1,725 2,300 Feet

15400 S. Yale Ave.

Bixby, OK 74008

Seller: Dorothy L. Biggers Living Trust

Trustee: Rebecca Coffee

Phone: 918-249-8150

Cell: 918-200-2687

Buyer: James H. Redyke and Donna M. Redyke

Phone: ?

Cell: ?

Legal Description: From the SE Cor of the N/2 SE/4 NE/4 Th S132 to POB:

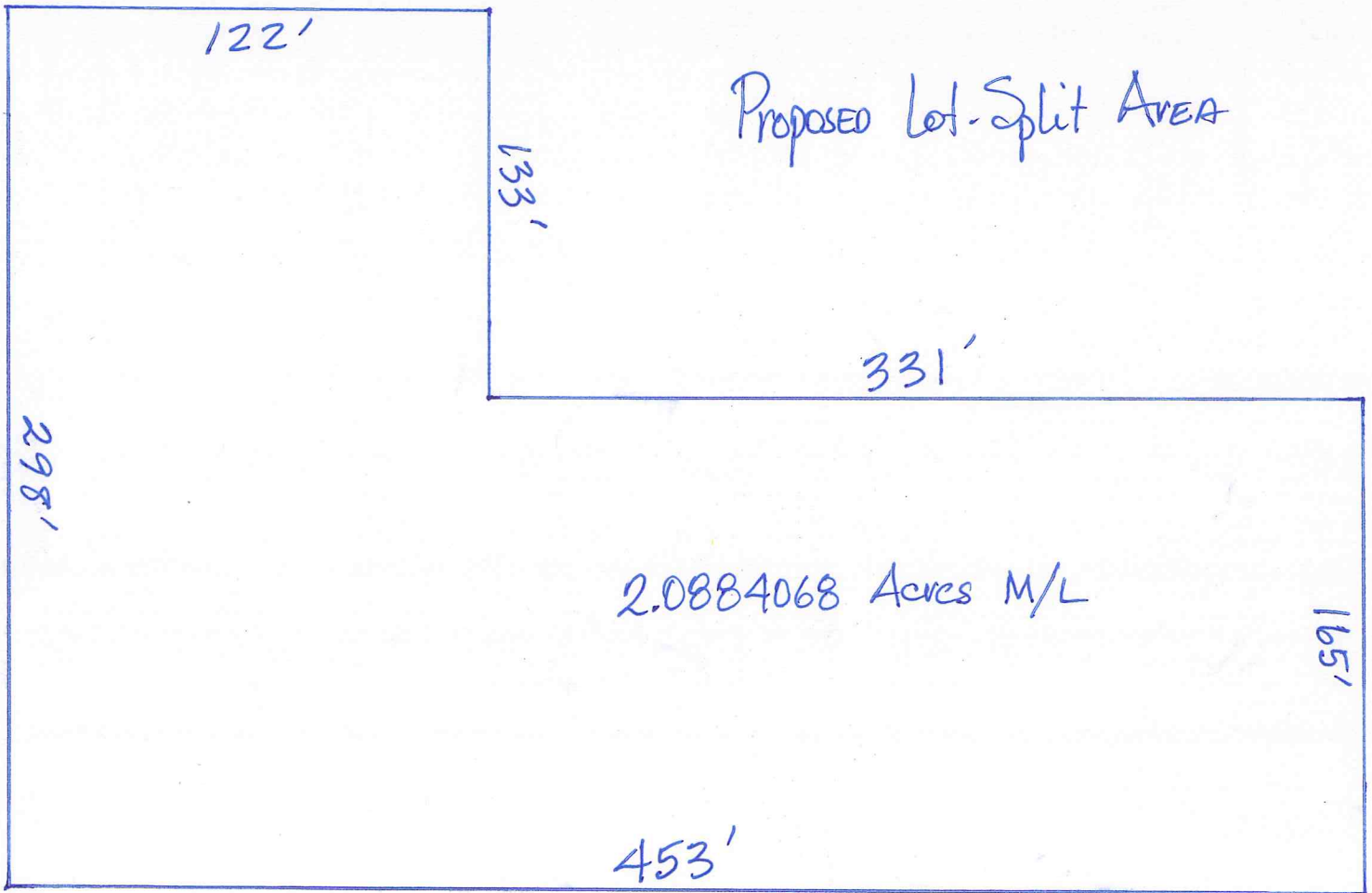
Th S165 W453 N298 E122 S133 E331 to POB,

Containing 2.0884068 Acres M/L.

*This will change with the
surveyor's final legal description.*

Fred Keas Real Estate

918-853-2244



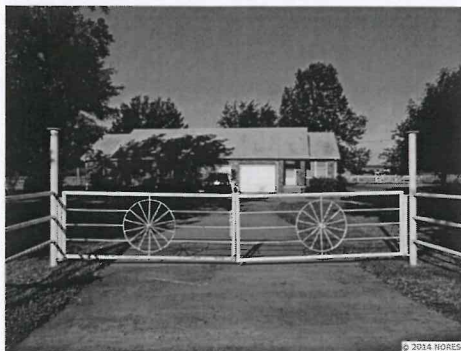
Courtesy Of Cindy Noble, Northeast Oklahoma Real Estate Services

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Map

Generated on 12/12/2014
Page 1 of 1

Multiple Building Property Summary



3	4,724	5,994,727	\$279,900
MLS Beds	Bldg Sq Ft	Lot Sq Ft	MLS List Price
2	1991	SFR	09/03/2014
MLS Baths	Yr Built	Type	MLS List Date

Active Listing 

Owner Information

Owner Name:	Biggers John A (Te)	Tax Billing City & State:	Bixby, OK
Owner Name 2:	Biggers Dorothy	Tax Billing Zip:	74008
Tax Billing Address:	9999 E 121st St S	Tax Billing Zip+4:	2551

Location Information

School District Name:	Bixby	Carrier Route:	R004
Township:	Bixby	Zoning:	AG
Census Tract:	78.02	Township Range Sect:	17N-13-21

Tax Information

Tax Parcel:	97321-73-21-00010	Tax Area:	BI-4B
Exemption(s):	Homestead,Agricultural	Tax Appraisal Area:	BI-4B
% Improved:	80%		
Legal Description:	NE LESS N/2 SE NE NE & LESS N/2 S/2 SE NE NE & LESS N132 E/2 S/2 S/2 SE NE NE & LESS BEG NWC NE TH E2648.59 TO NEC NE S500 W50 N304.01 W2359.79 W238.99 N248.78 POB FOR HWY SEC 21 17 13 137.62ACS		

Assessment & Tax

Assessment Year	2014	2013	2012
Taxable Assessment - Total	\$14,397	\$14,398	\$14,398
Taxable Assessment- Land	\$2,902	\$2,903	\$2,903
Taxable Assessment - Improved	\$11,495	\$11,495	\$11,495
YOY Assessed Change (\$)	-\$1	\$0	
YOY Assessed Change (%)	-0.01%	0%	
Total Assessment	\$130,883	\$130,890	\$130,890
Land Assessment	\$26,383	\$26,390	\$26,390
Improved Assessment	\$104,500	\$104,500	\$104,500

Tax Year	Total Tax	Change (\$)	Change (%)
2011	\$1,496		
2012	\$1,485	-\$11	-0.74%
2013	\$1,464	-\$21	-1.41%

Characteristics

Land Use - County:	Agricultural	Condition:	Average
Land Use - Universal:	SFR	Basement Type:	MLS: Crawl Space
Lot Acres:	137.62	Interior Wall:	Drywall
Lot Area:	5,994,727	Cooling Type:	Central
# of Buildings:	2	Quality:	Fair
Building Type:	Single Family	Exterior:	Frame/Masonry
Foundation:	Crawl Space	Bedrooms:	MLS: 3

Courtesy of Fred Keas, Northeast Oklahoma Real Estate Services

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Property Detail

Generated on 12/04/2014

Page 1 of 3

Building Sq Ft:	4,724	Total Baths:	2
Parking Type:	Attached Garage	Full Baths:	Tax: 1 MLS: 2
Garage Type:	Attached Garage	Half Baths:	1
Garage Capacity:	MLS: 2	Floor Cover:	Type Unknown
Garage Sq Ft:	550	Porch:	Slab
Roof Type:	Gable	Porch Type:	Slab
Roof Material:	Composition Shingle	Porch 1 Area:	144
Roof Shape:	Gable	Year Built:	1991
Stories:	1	Style:	Ranch

Estimated Value

RealAVM™ (1):	\$253,632	Confidence Score (2):	69
RealAVM™ Range:	\$205,442 - \$301,822	Forecast Standard Deviation (3):	19
Value As Of:	11/21/2014		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

Listing Information

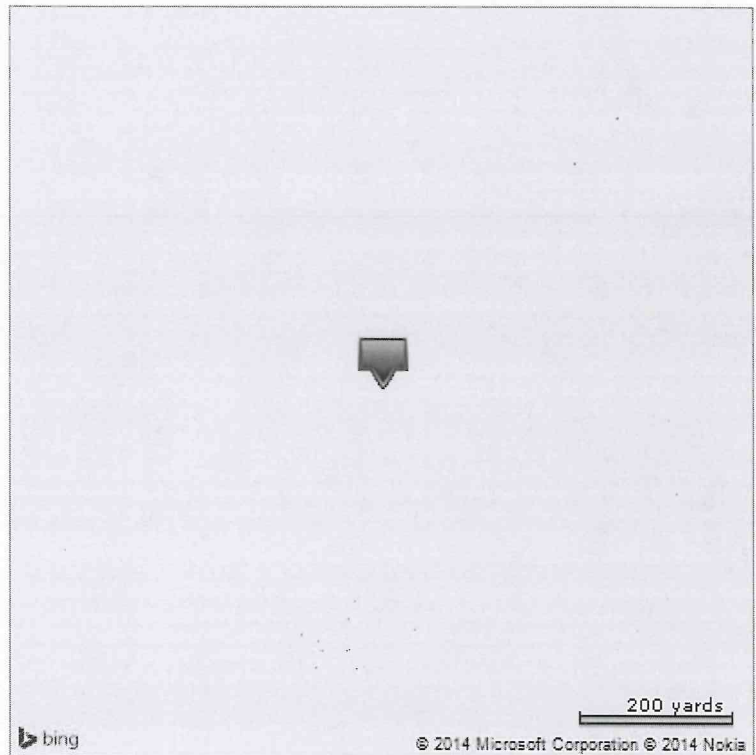
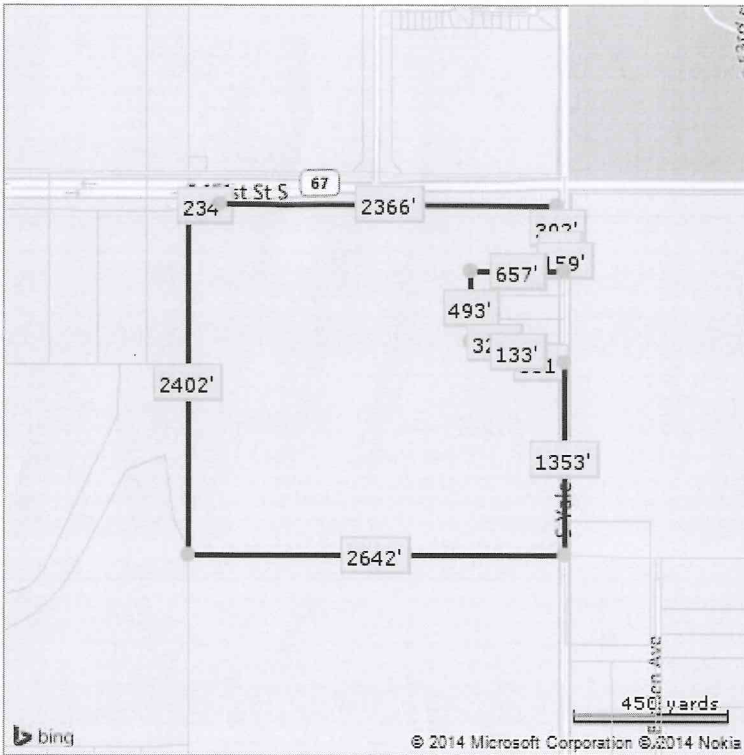
MLS Listing Number:	1427254	MLS Current List Price:	\$279,900
MLS Status:	Active	MLS Orig. List Price:	\$279,900
MLS Status Change Date:	09/06/2014	Listing Agent Name:	7729-Fred D Keas Jr.
MLS Listing Date:	09/03/2014	Listing Broker Name:	FRED KEAS REAL ESTATE

Last Market Sale & Sales History

Recording Date:	10/19/1988	Owner Name 2:	Biggers Dorothy
Closing Date:	10/19/1988	Document Number:	5135-118
Owner Name:	Biggers John A (Te)	Deed Type:	Deed (Reg)

Recording Date	01/03/1997	10/19/1988
Closing Date		10/19/1988
Nominal	Y	
Buyer Name	Biggers Dorothypt	
Seller Name	Biggers Dorothy L	
Document Number	5874-1193	5135-118
Document Type	Quit Claim Deed	Deed (Reg)

Property Map



(1) *Lot Dimensions are Estimated

Building 1 of 2

Characteristics

Land Use - County:	Agricultural	Stories:	1
Land Use - Universal:	SFR	Condition:	Average
Lot Acres:	137.62	Interior Wall:	Drywall
Lot Area:	5,994,727	Cooling Type:	Central
# of Buildings:	2	Quality:	Fair
Building Type:	Single Family	Exterior:	Frame/Masonry
Foundation:	Crawl Space	Full Baths:	1
Building Sq Ft:	1,844	Half Baths:	1
Parking Type:	Attached Garage	Floor Cover:	Type Unknown
Garage Type:	Attached Garage	Porch:	Slab
Garage Sq Ft:	550	Porch Type:	Slab
Roof Type:	Gable	Porch 1 Area:	144
Roof Material:	Composition Shingle	Year Built:	1991
Roof Shape:	Gable	Style:	Ranch

Building 2 of 2

Characteristics

Land Use - County:	Agricultural	Roof Type:	Gable
Land Use - Universal:	SFR	Roof Shape:	Gable
Lot Acres:	137.62	Stories:	1
Lot Area:	5,994,727	Condition:	Average
# of Buildings:	2	Quality:	Poor
Building Type:	Barn	Year Built:	1997
Building Sq Ft:	2,880		

Courtesy of Fred Keas, Northeast Oklahoma Real Estate Services

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Property Detail

Generated on 12/04/2014

Page 3 of 3