BIXBY TECHNICAL ADVISORY COMMITTEE

AGENDA

DAWES BUILDING, CITY OFFICES ~ CONFERENCE ROOM ~ 113 WEST DAWES AVE, BIXBY, OKLAHOMA

WEDNESDAY, AUGUST 2, 2017 ~ 10:00 AM

TAC MEMBERS

LONNY HICKS-AEP-PSO, WADE SMITH-AEP-PSO, STEVE WILLIAMS-AEP-PSO
KEVIN BENDER-AT&T
JIM PETERSON-B T C BROADBAND
GABE HAYES-BIXBY PUBLIC SCHOOL
JASON MOHLER-COB-CITY ENGINEER, MARCAE' HILTON-COB-CITY PLANNER,
DONNA CRAWFORD-COB-COMMUNITY DEVELOPMENT, JOEY WIEDEL-COB-FIRE MARSHAL,
ANDY CHOATE-COB-ASSIST. POLICE CHIEF, BEA AAMODT-COB-PUBLIC WATER DIRECTOR
GARY HAMILTON-COX COMMUNICATIONS, JOHN VANSCOY-COX-ROW AGENT
MARTY LADEMAN-CREEK COUNTY RWD #2, DOROTHY GREEK-CREEK COUNTY RWD #2
BILLY MOORE-E CENTRAL OK ELECTRIC CO-OP, BILL DANGOTT-E CENTRAL OK ELECTRIC CO-OP
EDDIE KLEPACKI-OG&E, TIM DOBRINSKI-OG&E
BRANDON RAINBOLT-ONG, DONALD KAFER-ONG, DANIEL VOLAK-ONG
CHRIS STOBAUGH-USPS, BIXBY
ANGELA RAHE-WINDSTREAM, HEATH ROSS-WINDSTREAM, ROY VARNER-WINDSTREAM

1. **FINAL PLAT *COTTAGES AT QUAIL CREEK, Part of BXPUD-16.03:***
   Applicant, Erik Enyart of Tanner Consulting
   Discussion and review of the Final Plat for Cottages at Quail Creek, Zoning: RS-3: BXPUD-16.03, 8.831 Acres with Forty (40) Lots, Two (2) Blocks, One (1) Reserve in Section 2, T17N, R13E
   Property Located: North of 131st Street and West of Memorial in the City of Bixby, OK

2. **LOT SPLIT *BXLS-17.09 STUNKARD:*** Applicant, JR Donelson, on behalf of owner
   Discussion and review of a Lot Split for the purpose of residence in Section 25, T17N, R13E
   Property Located: South of 161st Street S and west of Mingo in the City of Bixby, OK

Posted By: Marcae' Hilton Date: July 28, 2017 Time: 5:00PM

Persons who require a special accommodation to participate in this meeting should contact City Planner Marcae' Hilton, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or via Email: mhilton@bixbyok.gov as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a TDD may contact OKLAHOMA RELAY at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

Conditional Final Plat

BXPUD–16.03

The Cottages at Quail Creek

A REPLAT OF LOT 40 BLOCK 2 AND RESERVE A OF QUAIL CREEK OF BIXBY
AND 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 WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

NORTH

0 25 50 75

Scale: 1"= 50'
Tanner Consulting

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
F/L	FENCE & LANDSCAPE EASEMENT
CL	CENTERLINE
Δ	DELTA
DOC	DOCUMENT
ESMT	EASEMENT
IPFRC	IRON PIN FOUND RED CAP
R	RADIUS
RES	RESERVE
~~U/E~~	UTILITY EASEMENT
	ASSIGNED ADDRESS
ODE	OVERLAND DRAINAGE EASEMENT

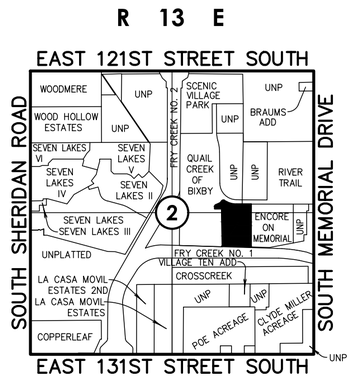
SUBDIVISION CONTAINS:

FORTY (40) LOTS
IN TWO (2) BLOCKS
WITH ONE (1) RESERVE

GROSS SUBDIVISION AREA: 8.851 ACRES

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

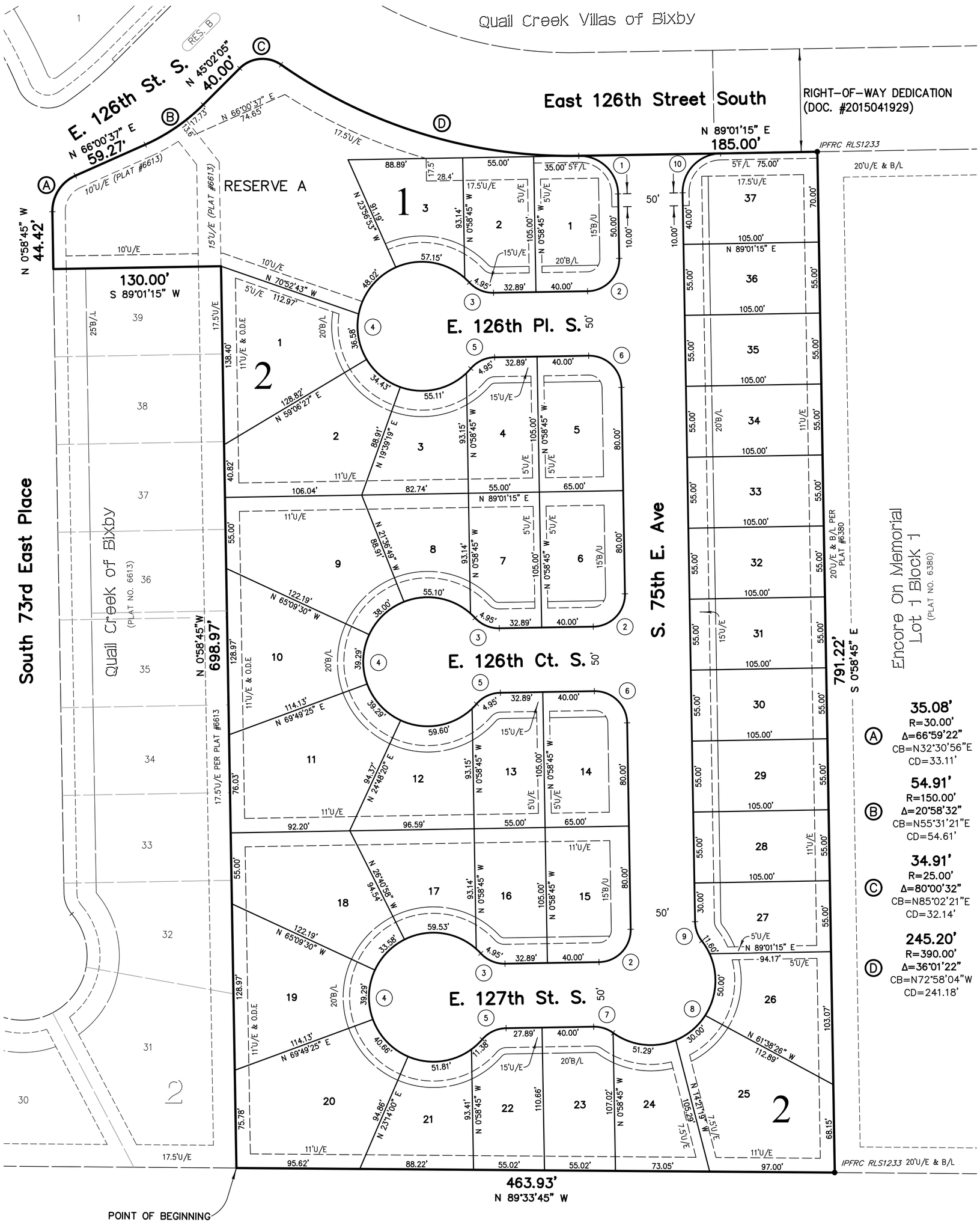
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



Location Map
Scale: 1"= 2000'
NORTH

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	47.12'	30.00'	90°00'00"	N45°58'45"W	42.43'
2	39.27'	25.00'	90°00'00"	N44°01'15"E	35.36'
3	21.03'	25.00'	48°11'23"	N66°53'04"W	20.41'
4	72.97'	50.00'	83°37'14"	N0°58'45"W	66.67'
5	21.03'	25.00'	48°11'23"	N64°55'34"E	20.41'
6	39.27'	25.00'	90°00'00"	N45°58'45"W	35.36'
7	16.09'	25.00'	36°52'12"	N72°32'39"W	15.81'
8	142.89'	50.00'	163°44'23"	N44°01'15"E	98.99'
9	16.09'	25.00'	36°52'12"	N19°24'51"W	15.81'
10	47.12'	30.00'	90°00'00"	N44°01'15"E	42.43'



Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER RLS 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83).
4. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 126TH STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY FINAL PLAT OF "QUAIL CREEK OF BIXBY", AN ADDITION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (PLAT # 6613).
5. 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.

DATE OF PREPARATION: July 12, 2017

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

Conditional Final Plat
BXPUD–16.03

The Cottages at Quail Creek

A REPLAT OF LOT 40 BLOCK 2 AND RESERVE A OF QUAIL CREEK OF BIXBY
AND 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 WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT 121ST AND 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 THAT IS ALL OF LOT FORTY (40), BLOCK TWO (2) AND ALL OF RESERVE 'A', "QUAIL CREEK OF BIXBY", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6613), AND A PART OF THE EAST HALF OF (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 SOUTHEAST CORNER OF LOT THIRTY-ONE (31), BLOCK TWO (2) OF SAID SUBDIVISION; THENCE NORTH 0°58'45" WEST ALONG THE EAST LINE OF THE SUBDIVISION, FOR A DISTANCE OF 698.97 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89°01'15" WEST AND ALONG THE SOUTH LINE OF LOT 40, FOR A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0°58'45" WEST AND ALONG THE WEST LINE OF LOT 40, FOR A DISTANCE OF 44.42 FEET TO A POINT OF CURVATURE; THENCE ALONG A 30.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 66°59'22", WITH A CHORD BEARING AND DISTANCE OF NORTH 32°30'56" EAST FOR 33.11 FEET, FOR AN ARC DISTANCE OF 35.08 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF LOT 40; THENCE NORTH 66°00'37" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 59.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A 150.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°58'32", WITH A CHORD BEARING AND DISTANCE OF NORTH 55°31'21" EAST FOR 54.61 FEET, FOR AN ARC DISTANCE OF 54.91 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID RESERVE 'A'; THENCE NORTH 45°02'05" EAST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 40.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 80°00'32", WITH A CHORD BEARING AND DISTANCE OF NORTH 85°02'21" EAST FOR 32.14 FEET, FOR AN ARC DISTANCE OF 34.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 390.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 36°01'22", WITH A CHORD BEARING AND DISTANCE OF SOUTH 72°58'04" EAST FOR 241.18 FEET, FOR AN ARC DISTANCE OF 245.20 FEET TO A POINT OF TANGENCY, SAID POINT BEING THE EAST CORNER OF SAID RESERVE 'A'; THENCE NORTH 89°01'15" EAST AND ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE OF EAST 126TH STREET SOUTH, FOR A DISTANCE OF 185.22 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1), "ENCORE ON MEMORIAL", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6380); THENCE SOUTH 0°58'45" EAST AND ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 791.22 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°33'45" WEST FOR A DISTANCE OF 463.93 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 505,492 SQUARE FEET OR 8.851 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 FORTY (40) LOTS IN TWO (2) BLOCKS, ONE (1) RESERVE AREA, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "THE COTTAGES AT QUAIL CREEK", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "THE COTTAGES AT QUAIL CREEK"). 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 NON-OBSTRUCTING 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 MAINS, 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 BY THE LOT OWNER, FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, 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 OR SAID OWNER'S 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. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, 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 UTILITY EASEMENTS.

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 UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S 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 SAID OWNER'S 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 LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BIXBY OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM WATER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY 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 ON THE ACCOMPANYING PLAT 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 FORGOING 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 AND LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/L" AS SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF "THE COTTAGES AT QUAIL CREEK". THE FENCE AND LANDSCAPE EASEMENTS 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 "THE COTTAGES AT QUAIL CREEK" WHICH CONTAIN SUCH EASEMENTS.

G. RESERVE AREA A

1. RESERVE A, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS RESERVED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE COTTAGES AT QUAIL CREEK, QUAIL CREEK OF BIXBY, PLAT NO. 6613, AND QUAIL CREEK VILLAS OF BIXBY, PLAT NO. 6698, AND MAY BE USED FOR RECREATIONAL OPEN SPACE INCLUDING BUT NOT LIMITED TO POOL, CLUBHOUSE, PLAYGROUND, SIDEWALKS, LANDSCAPING, SIGNAGE, FENCING AND OTHER ENTRY FEATURES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BIXBY. RESERVE A IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITH SECTION III HEREIN.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVES, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION. THE CITY OF BIXBY SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE.

3. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PROPERLY MAINTAIN RESERVE A, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER RESERVE A AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COST OF MAINTENANCE SHALL BECOME A LIEN ON ALL OF THE RESIDENTIAL LOTS WITHIN THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION AS SET FORTH WITHIN SECTION III. HEREIN, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA; OR THE CITY OF BIXBY OR THE BIXBY ENGINEERING AND CONSTRUCTION DEPARTMENT MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF BIXBY.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING THE COTTAGES AT QUAIL CREEK WAS INITIALLY SUBMITTED AS A PART OF PLANNED UNIT DEVELOPMENT (PUD) NO. BXPUD-16.03 AS PROVIDED WITHIN TITLE 11 OF THE BIXBY, OKLAHOMA CITY CODE (BIXBY ZONING CODE), AND

WHEREAS, PUD NO. BXPUD-16.03 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON AUGUST 15, 2017, AND APPROVED BY THE BIXBY CITY COUNCIL ON SEPTEMBER 12, 2017, 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, ITS 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. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD

THE COTTAGES AT QUAIL CREEK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-16.03, AS APPROVED BY THE CITY OF BIXBY, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. BXPUD-16.03 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF THE COTTAGES AT QUAIL CREEK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON SEPTEMBER 12, 2017.

B. DEVELOPMENT STANDARDS

PERMITTED USES:

USE UNIT 6 DETACHED RESIDENTIAL DWELLING UNITS INCLUDING SINGLE FAMILY, PATIO HOME, AND CUSTOMARY ACCESSORY USES, INCLUDING USE UNIT 5 COMMON AREA FACILITIES SUCH AS CLUBHOUSE, SWIMMING POOL, PLAYGROUND, AND RECREATIONAL OPEN SPACE.

MAXIMUM NUMBER OF LOTS:	45 LOTS
MINIMUM LOT WIDTH:	55 FT
MINIMUM LOT SIZE:	4,700 SF
MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT. *

OFF-STREET PARKING AND FRONT YARD COVERAGE:

MINIMUM TWO (2) ENCLOSED OFF-STREET PARKING SPACES REQUIRED PER DWELLING UNIT. OFF-STREET PARKING SHALL NOT EXCEED 75% OF THE REQUIRED FRONT YARD.

MINIMUM LIVABILITY SPACE:	2,000 SF **

MINIMUM YARD SETBACKS:

FRONT YARD:	20 FT
REAR YARD:	15 FT
SIDE YARD ABUTTING A STREET:	15 FT
SIDE YARD NOT ABUTTING A STREET:	5 FT

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN THE RS-3 DISTRICT

* *ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.*

** *LIVABILITY SPACE MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 11-7I-5.C OF THE BIXBY ZONING CODE.*

C. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. SIGNS

SUBDIVISION ENTRANCE SIGNAGE SHALL BE PERMITTED ALONG THE EAST 126TH STREET SOUTH AND SOUTH 74TH EAST PLACE FRONTAGES, EACH SIGN NOT TO EXCEED THIRTY-FIVE (35) SQUARE FEET IN SIZE, AND FIVE (5) FEET IN HEIGHT. SIGNAGE SERVING NEIGHBORHOOD AMENITIES, APPROPRIATE FOR PURPOSE AND NEIGHBORHOOD SCALE, SHALL BE PERMITTED WITHIN RESERVE AREAS CONTAINING NEIGHBORHOOD AMENITIES. ALL OTHER SIGNAGE SHALL COMPLY WITH THE BIXBY ZONING CODE.

2. STANDARDS PERTAINING TO DWELLINGS

ALL SINGLE FAMILY DWELLING UNITS SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE FIRST FLOOR OF EACH DWELLING SHALL BE A MINIMUM OF 75% MASONRY EXCLUDING WINDOWS AND BENEATH COVERED PORCHES. THE MASONRY REQUIREMENT SHALL MEAN BRICK, NATURAL OR MANUFACTURED STONE, OR STUCCO. THE EXTERIOR SURFACE OF ANY FOUNDATION, INCLUDING STEM WALLS, SHALL ALSO BE OF MASONRY. THE FOREGOING STANDARDS SHALL BE INCLUDED IN THE DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF THE PLAT; ALL OTHER SUCH RESTRICTIONS PERTAINING TO DWELLINGS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR A SIMILARLY-TITLED DOCUMENT.

3. ACCESS AND CIRCULATION

STREETS SERVING THE COTTAGES AT QUAIL CREEK WILL BE PUBLIC, CONSTRUCTED TO MEET THE STANDARDS OF THE CITY OF BIXBY FOR MINOR RESIDENTIAL STREETS, INCLUDING 50' MINIMUM RIGHTS-OF-WAY AND 26' MINIMUM PAVING BETWEEN CURB FACES. PRIMARY ACCESS INTO THE SUBDIVISION WILL BE FROM EAST 126TH STREET SOUTH, WITH SECONDARY ACCESS PROVIDED VIA SOUTH 74TH EAST PLACE IN QUAIL CREEK OF BIXBY.

SIDEWALKS, INCLUDING BOTH INTERNAL AND ALONG EXTERIOR STREET FRONTAGES, SHALL BE CONSTRUCTED BY THE DEVELOPER OR INDIVIDUAL LOT OWNERS IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH, SHALL BE ADA COMPLIANT, AND SHALL BE APPROVED BY THE CITY ENGINEER. SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT. DURING THE PLATTING PHASE, PEDESTRIAN ACCESS FROM THE SUBDIVISION MAY BE PROVIDED TO THE ADJOINING FRY CREEK DITCH RIGHT-OF-WAY.

3. CITY DEPARTMENT REQUIREMENTS

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

DATE OF PREPARATION: July 12, 2017

Conditional Final Plat
BXPUD–16.03
The Cottages at Quail Creek

A REPLAT OF LOT 40 BLOCK 2 AND RESERVE A OF QUAIL CREEK OF BIXBY
AND 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 WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION (Continued)

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE COTTAGES AT QUAIL CREEK. THE HOMEOWNERS' ASSOCIATION SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION RESERVE A, AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE COTTAGES AT QUAIL CREEK AND OF ANY OTHER RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION. THE COTTAGES AT QUAIL CREEK ADJOINS QUAIL CREEK OF BIXBY (PLAT. NO. 6613) AND QUAIL CREEK VILLAS OF BIXBY (PLAT NO. 6698) AND SHALL BE ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION FORMED PURSUANT TO QUAIL CREEK OF BIXBY.

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN THE COTTAGES AT QUAIL CREEK SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS.

SECTION IV. PRIVATE RESTRICTIONS

THE OWNER 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, 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 MAIL BOX SHALL BE ERECTED, 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 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, IT 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 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 ACCEPTANCE OF ANY 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 BE TRANSFERRED TO THE APPLICABLE HOMEOWNERS' ASSOCIATION UPON WRITTEN ASSIGNMENT BY THE OWNER, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. FLOOR AREA

DWELLINGS 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, NATURAL OR MANUFACTURED STONE, OR STUCCO.

E. MASONRY

A MINIMUM OF 75% OF THE EXTERIOR SURFACE OF FIRST FLOOR EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE OF BRICK, NATURAL OR MANUFACTURED STONE, 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 LIFETIME, PROVIDED HOWEVER, IF FEDERAL, STATE, OR LOCAL LAWS PROHIBIT SUCH ROOFING OR SUBSTANTIALLY IMPAIR THE ENFORCEMENT OF THIS RESTRICTION OR IF LANDMARK LIFETIME 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. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPES OF ANTENNAS 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.

N. 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.

O. 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.

P. TRAILERS, MACHINERY AND EQUIPMENT, AND 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).

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

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, 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. 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 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, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III. OR IV., IT SHALL BE LAWFUL FOR 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. OR IV. AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S 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 BXPUD-16.03 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 SECTION III. HOMEOWNERS' ASSOCIATION, SECTION IV. PRIVATE RESTRICTIONS, AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BIXBY PLANNING COMMISSION AND/OR THE CITY OF BIXBY, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER DURING SUCH PERIOD THAT THE OWNER 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 65% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 65% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER 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 ON THIS _____ DAY OF _____, 2017.

121ST & MEMORIAL, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
RICHARD L. DODSON, MANAGER OF LLC

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_____, 2017, PERSONALLY APPEARED RICHARD L. DODSON, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF 121ST & MEMORIAL, LLC 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 121ST & MEMORIAL, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____ _____
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE COTTAGES AT QUAIL CREEK", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, 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 _____, 2017.

LICENSED PROFESSIONAL LAND SURVEYOR
Dan Edwin Tanner
1435
OKLAHOMA

BY: _____
DAN E. TANNER
LICENSED 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 _____, 2017, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____ _____
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC

DATE OF PREPARATION: July 12, 2017

3/15/2005 Ray Volentine
Tract "B"

2.50 acres clear at 161st So. and So. Mingo Road

The East 151.00 feet of the North 660.00 feet of the E/2 of the NW/4 of the NE/4 of the NE/4 of Section 25, T-17-N, R-13-E and the West 27.00 feet of the North 660 feet of the NE/4 of the NE/4 of the NE/4 of Section 25, T-17-N, R-13-E of the Indian Base Meridian Tulsa County, Oklahoma according to the U.S. Government Survey thereof and containing 2.70 acres more or less.

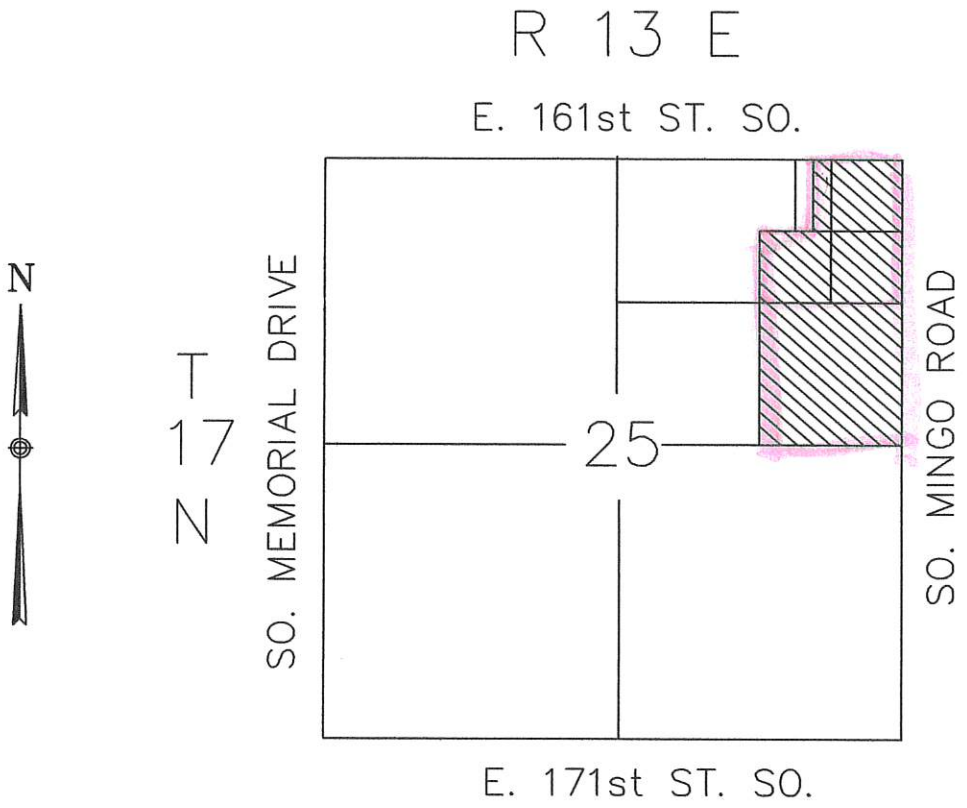
By deleting the north 50 feet of the tract, the acreage would be 2.493 acres.

Tract 'C'

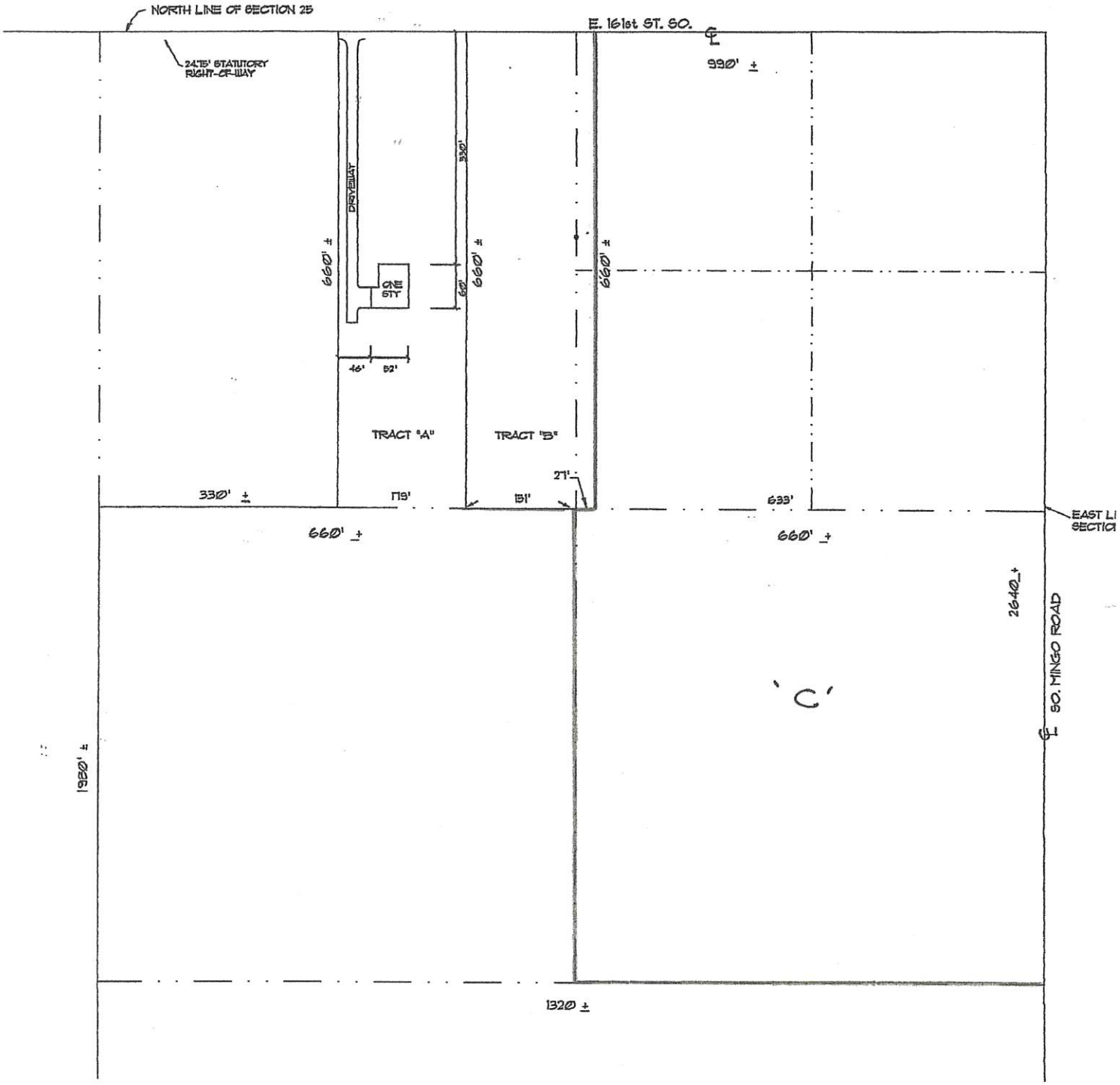
Richard Stunkard
Balance of property in Section 25, T-17-N, R-13-E

The SE/4 of the NE/4 (SE/4 NE/4) and the S/2 of the NE/4 of the NE/4 (S/2 NE/4 NE/4) of Section 25, T-17-N, R-13-E of the Indian Base and Meridian, Tulsa County, Oklahoma and....

The East 633.00 feet of the North 660.00 feet of the NE/4 of the NE/4 of the NE/4 of Section 25, T-17-N, R-13-E of the Indian Base Meridian Tulsa County, Oklahoma according to the U.S. Government Survey thereof and containing 69.89 acres more or less



LOCATION MAP


NORTH LINE OF SECTION 25
E. 161st ST. SO.
24.75' STATUTORY RIGHT-OF-WAY
DRIVEWAY
330'
660' ±
ONE STY
60'
46'
52'
TRACT "A"
TRACT "B"
990' ±
330' ±
119'
151'
27'
633'
660' ±
660' ±
EAST LI SECTIO
2640' ±
90. MINGO ROAD
'C'
1980' ±
1320 ±