

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.

A. BRASS CAP FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 16;

B. BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 16;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°10'17" WEST.

4. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH HARVARD AVENUE BY VIRTUE OF PUBLIC HIGHWAY DEDICATION DEED TO TULSA COUNTY, DATED MARCH 1ST, 1982, RECORDED IN BOOK 4598 PAGE 296 OF THE TULSA COUNTY RECORDS.

CURVE	LENGTH(L)	RADIUS(R)	DELTA(A)	CHORDBRG	CHORDDIS
1	39.27'	25.00'	90°00'00"	N44°30'15"E	35.36'
2	16.09'	25.00'	36°52'12"	N18°55'51"W	15.81'
3	142.89'	50.00'	163°44'23"	N44°30'15"E	98.99'
4	16.09'	25.00'	36°52'12"	N72°03'39"W	15.81'
5	39.27'	25.00'	90°00'00"	N45°29'45"W	35.36'
6	132.85'	350.00'	21°14'53"	N79°37'19"W	132.06'
7	113.87'	300.00'	21°14'53"	N79°37'19"W	113.19'
8	137.48'	300.00'	26°51'12"	N55°37'11"W	136.28'
9	112.81'	250.00'	25°15'13"	N55°49'16"W	111.85'

AREA LABEL	ADDRESS
BLOCK 1 LOT 1	14366 S HARVARD PL
BLOCK 1 LOT 2	14354 S HARVARD PL
BLOCK 1 LOT 3	14343 S HARVARD PL
BLOCK 1 LOT 4	14330 S HARVARD PL
BLOCK 1 LOT 5	14315 S HARVARD PL
BLOCK 1 LOT 6	14306 S HARVARD PL
BLOCK 1 LOT 7	3303 E 143RD PL S
BLOCK 1 LOT 8	3333 E 143RD PL S
BLOCK 1 LOT 9	3363 E 143RD PL S
BLOCK 1 LOT 10	3393 E 143RD PL S
BLOCK 1 LOT 11	3405 E 143RD PL S
BLOCK 1 LOT 12	3419 E 143RD PL S
BLOCK 1 LOT 13	3435 E 143RD PL S
BLOCK 1 LOT 14	3449 E 143RD PL S
BLOCK 1 LOT 15	3465 E 143RD PL S
BLOCK 2 LOT 1	3505 E 143RD PL S
BLOCK 2 LOT 2	3521 E 143RD PL S
BLOCK 2 LOT 3	3535 E 143RD PL S
BLOCK 2 LOT 4	3551 E 143RD PL S
BLOCK 2 LOT 5	3565 E 143RD PL S
BLOCK 2 LOT 6	3621 E 143RD PL S
BLOCK 2 LOT 7	3635 E 143RD PL S
BLOCK 2 LOT 8	3651 E 143RD PL S
BLOCK 2 LOT 9	3665 E 143RD PL S
BLOCK 2 LOT 10	3681 E 143RD PL S
BLOCK 2 LOT 11	3737 E 143RD PL S
BLOCK 2 LOT 12	3753 E 143RD PL S
BLOCK 2 LOT 13	3771 E 143RD PL S
BLOCK 2 LOT 14	3797 E 143RD PL S
BLOCK 2 LOT 15	3809 E 143RD PL S
BLOCK 2 LOT 16	3833 E 143RD PL S
BLOCK 3 LOT 1	3806 E 143RD PL S
BLOCK 3 LOT 2	3772 E 143RD PL S
BLOCK 3 LOT 3	3754 E 143RD PL S
BLOCK 3 LOT 4	3738 E 143RD PL S
BLOCK 3 LOT 5	3716 E 143RD PL S
BLOCK 3 LOT 6	3680 E 143RD PL S
BLOCK 3 LOT 7	3660 E 143RD PL S
BLOCK 3 LOT 8	3640 E 143RD PL S
BLOCK 3 LOT 9	3616 E 143RD PL S
BLOCK 3 LOT 10	3564 E 143RD PL S
BLOCK 3 LOT 11	3550 E 143RD PL S
BLOCK 3 LOT 12	3534 E 143RD PL S
BLOCK 3 LOT 13	3520 E 143RD PL S
BLOCK 3 LOT 14	3504 E 143RD PL S
BLOCK 3 LOT 15	3480 E 143RD PL S
BLOCK 3 LOT 16	3464 E 143RD PL S
BLOCK 3 LOT 17	3448 E 143RD PL S
BLOCK 3 LOT 18	3434 E 143RD PL S
BLOCK 3 LOT 19	3418 E 143RD PL S
BLOCK 3 LOT 20	3404 E 143RD PL S
BLOCK 3 LOT 21	3370 E 143RD PL S
BLOCK 3 LOT 22	14321 S HARVARD PL
BLOCK 3 LOT 23	14331 S HARVARD PL
BLOCK 3 LOT 24	14343 S HARVARD PL
BLOCK 3 LOT 25	14355 S HARVARD PL
BLOCK 3 LOT 26	14367 S HARVARD PL



SUBDIVISION CONTAINS:

FIFTY-SEVEN (57) LOTS
IN THREE (3) BLOCKS
WITH ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA: 14.628 ACRES

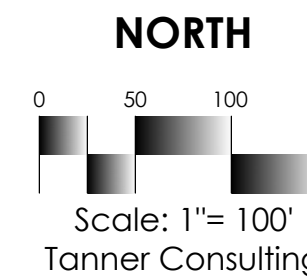
PART OF THE NORTHWEST QUARTER (NW/4) OF
SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

OWNER:
Stone Horse Development, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

CONTACT: DANIEL RUHL
11029 South Memorial Drive
Tulsa, Oklahoma 74133
Phone: (918)814-0881

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2019
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929



LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CL	CENTERLINE
DOC	DOCUMENT
ESMT	EASEMENT
F/E	FENCE & LANDSCAPE EASEMENT
ODE	OVERLAND DRAINAGE EASEMENT
SEP INSTR	SEPARATE INSTRUMENT
RES	RESTRICTION BUILDING LINE
RES.	RESERVE
U/E	UTILITY EASEMENT
12345	ADDRESS ASSIGNED
o	FOUND MONUMENT (SEE NOTE #2)
o	SET MONUMENT (SEE NOTE #2)



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

DATE OF PREPARATION: December 4, 2018

Pine Valley Addition Blocks 1~3
SHEET 1 OF 3

Conditional Final Plat

PUD 12-D

Pine Valley Addition

BLOCKS 1-3

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), 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 AND RESTRICTIVE COVENANTS FOR PINE VALLEY ADDITION BLOCKS 1-3

KNOW ALL MEN BY THESE PRESENTS:

THAT STONE HORSE DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DECLARANT", 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 PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION SIXTEEN (16), 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:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW/4; THENCE NORTH 89°20'43" EAST AND ALONG THE SOUTH LINE OF THE NW/4, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT EAST RIGHT-OF-WAY LINE OF SOUTH HARVARD AVENUE; THENCE NORTH 1°10'17" WEST AND ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1459.05 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 144TH STREET SOUTH, SAID POINT BEING 50' PERPENDICULARLY DISTANT FROM THE WEST LINE OF SAID NW/4 AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°10'17" WEST AND ALONG THE EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 505.04 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK SIX (6), "SPRINGTREE", AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3794); THENCE NORTH 58°30'15" EAST AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID "SPRINGTREE", FOR A DISTANCE OF 1196.37 FEET; THENCE SOUTH 68°44'52" EAST AND CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, FOR A DISTANCE OF 634.41 FEET; THENCE NORTH 85°31'26" EAST AND CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE, FOR A DISTANCE OF 102.30 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT FOUR (4), BLOCK SIX (6), "PINE VALLEY ADDITION BLOCKS 4-9", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6686);

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID SUBDIVISION FOR THE REMAINING SEVENTEEN (17) COURSES: SOUTH 13°38'05" WEST FOR A DISTANCE OF 93.65 FEET; THENCE SOUTH 47°31'05" WEST FOR A DISTANCE OF 131.07 FEET; THENCE SOUTH 49°31'15" WEST FOR A DISTANCE OF 50.04 FEET; THENCE SOUTH 58°14'17" WEST FOR A DISTANCE OF 152.04 FEET; THENCE NORTH 31°45'43" WEST FOR A DISTANCE OF 35.69 FEET; THENCE NORTH 68°44'52" WEST FOR A DISTANCE OF 477.76 FEET; THENCE SOUTH 89°30'15" WEST FOR A DISTANCE OF 815.75 FEET; THENCE SOUTH 0°29'45" EAST FOR A DISTANCE OF 206.06 FEET; THENCE SOUTH 24°05'05" WEST FOR A DISTANCE OF 68.49 FEET; THENCE NORTHWESTERLY ALONG A 488.65 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 65°54'55" WEST, A CENTRAL ANGLE OF 9°43'04", A CHORD BEARING AND DISTANCE OF NORTH 70°46'27" WEST FOR 82.78 FEET, FOR AN ARC DISTANCE OF 82.88 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 75°08'13", A CHORD BEARING AND DISTANCE OF NORTH 38°03'52" WEST FOR 30.49 FEET, FOR AN ARC DISTANCE OF 32.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 0°29'45" WEST FOR A DISTANCE OF 16.20 FEET; THENCE SOUTH 89°30'15" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 0°29'45" EAST, A CENTRAL ANGLE OF 93°32'40", A CHORD BEARING AND DISTANCE OF SOUTH 46°16'35" WEST FOR 36.43 FEET, FOR AN ARC DISTANCE OF 40.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 488.65 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 4°13'12", A CHORD BEARING AND DISTANCE OF NORTH 89°03'41" WEST FOR 35.98 FEET, FOR AN ARC DISTANCE OF 35.99 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°49'43" WEST FOR A DISTANCE OF 47.25 FEET TO A POINT OF CURVATURE; THENCE ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 46°10'17" WEST FOR 42.43 FEET, FOR AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 637,210 SQUARE FEET, OR 14.628 ACRES.

AND THE DECLARANT HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO FIFTY-SEVEN (57) LOTS IN THREE (3) BLOCKS WITH ONE (1) RESERVE AREA IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "PINE VALLEY ADDITION BLOCKS 1-3", A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PINE VALLEY ADDITION BLOCKS 1-3"), 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 DECLARANT DOES HEREBY GRANT, CONVEY, DONATE, AND DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY AS 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, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER 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 DECLARANT 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 DECLARANT 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 LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWER FACILITIES LOCATED ON THE LOT OR RESERVE AREA.

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, HIS AGENTS OR CONTRACTORS.

4. THE CITY OF BIXBY OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO UTILITY EASEMENTS 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 OR RESERVE AREA AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE 17.5 FOOT UTILITY EASEMENT ALONG THE WEST BOUNDARY LINE OF THE SUBDIVISION AND WITHIN THE RIGHT-OF-WAY OF SOUTH HARVARD AVENUE. 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, COMMUNICATION, 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, COMMUNICATION, 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, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT OR RESERVE AREA 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 IN SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM SEWER, OVERLAND DRAINAGE, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY AND OVERLAND DRAINAGE 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 DECLARANT 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 DECLARANT 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 OR RESERVE AREA AGREES TO BE BOUND HEREBY.

F. RESERVE AREA G.

1. RESERVE G IS DESIGNATED FOR OPEN SPACE, PRIVATE RECREATION, LANDSCAPING, ENTRY FEATURES, FENCES OR WALLS, IRRIGATION SYSTEMS, UTILITIES, AND OTHER USES AS MAY BE APPROVED BY THE CITY OF BIXBY, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. RESERVE G WITHIN THIS SUBDIVISION IS HEREBY DEDICATED AS A UTILITY EASEMENT.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE G, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE BY THE DECLARANT TO THE ASSOCIATION. SEE SECTION III FOR ADDITIONAL DETAILS AND REQUIREMENTS. IN THE EVENT THE RESERVE G OWNER FAILS TO PROPERLY MAINTAIN RESERVE G AS REQUIRED HEREIN, THE CITY OF BIXBY, OR ITS DESIGNATED CONTRACTORS, MAY ENTER RESERVE G AND PERFORM REQUIRED MAINTENANCE. IN THE EVENT THE OWNER OF RESERVE G SUBSEQUENTLY FAILS TO PAY THE COSTS OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE BY AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BIXBY, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA, OR THE CITY OF BIXBY PUBLIC WORKS AUTHORITY 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.

3. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF BIXBY, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BIXBY NOR THE OWNER/DEVELOPER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE HOMEOWNERS' ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT AND/OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR OR INVITEE THEREOF.

G. OVERLAND DRAINAGE EASEMENT.

1. THE DECLARANT DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL, NON-EXCLUSIVE OVERLAND DRAINAGE EASEMENT ON, OVER, AND ACROSS THOSE AREAS AS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE UNDERGROUND AND OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FOR PROVIDING EQUIPMENT ACCESS FOR ROUTINE INSPECTION AND MAINTENANCE OF THE DRAINAGE FACILITIES LOCATED WITHIN SAID EASEMENT, BY THE OWNER THEREOF OR ITS DESIGNATED CONTRACTOR.

2. DRAINAGE FACILITIES LOCATED WITHIN THE OVERLAND DRAINAGE EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY BIXBY CITY ENGINEER.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN THE OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE BIXBY CITY ENGINEER, PROVIDED THAT THE PLANTING OF TREES OR TURF SHALL NOT REQUIRE THE APPROVAL OF THE BIXBY CITY ENGINEER.

4. THE OVERLAND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE LOT OR RESERVE AREA OWNER CONTAINING SUCH EASEMENT AT SUCH OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA. IN THE EVENT THE LOT OR RESERVE AREA OWNER FAILS TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENT, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE OWNER THEREOF. IN THE EVENT SUCH OWNER FAILS TO PAY THE COSTS 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 THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA OWNER, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

H. FENCE AND LANDSCPE EASEMENT

THE DECLARANT DOES HEREBY ESTABLISH AND GRANT, TO THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND FOR THEIR COMMON USE AND BENEFIT, FENCE AND LANDSCAPE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" AND SHOWN ON THE ACCOMPANYING PLAT. 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 SIGNAGE, FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING, AND LIGHTING, AND FOR THE MAINTENANCE AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER,

ACROSS, AND ALONG SUCH EASEMENTS AND OVER, ACROSS, AND ALONG ALL AREAS WHICH CONTAIN SUCH EASEMENTS. WITHIN THE FENCE AND LANDSCAPE EASEMENTS, THE PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL FENCES AND WALLS AND ENTRY FEATURES AND ALL LANDSCAPING LOCATED OUTSIDE OF SUCH FENCES AND WALLS. THE RIGHTS HEREIN ESTABLISHED AND GRANTED SHALL BE SUBORDINATE TO THE RIGHTS ESTABLISHED AND GRANTED BY UTILITY EASEMENTS ELSEWHERE DEDICATED HEREIN.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, THE PROPERTY COMPRISING PINE VALLEY ADDITION BLOCKS 1-3 WAS INITIALLY SUBMITTED AS A PART OF PLANNED UNIT DEVELOPMENT NO. 12-A AS PROVIDED WITHIN TITLE 11 OF THE CITY CODE OF THE CITY OF BIXBY, OKLAHOMA, (BIXBY ZONING CODE), AND WHEREAS, PUD NO. 12-A WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF BIXBY PLANNING COMMISSION ON NOVEMBER 21, 1994, AND APPROVED BY THE BIXBY CITY COUNCIL ON JANUARY 09, 1994, AND

WHEREAS, A MAJOR AMENDMENT OF A PART OF PUD NO. 12-A (ALSO KNOWN AS "GELLER PARK," HEREINAFTER REFERRED TO AS "PUD NO. 12-D") WHICH INCLUDED THE PROPERTY COMPRISING PINE VALLEY ADDITION BLOCKS 1-3, WAS SUBMITTED AND WAS AFFIRMATIVELY RECOMMENDED FOR APPROVAL BY THE CITY OF BIXBY PLANNING COMMISSION ON JULY 16, 2012, AND WAS APPROVED BY THE BIXBY CITY COUNCIL ON FEBRUARY 11, 2013, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INJURING 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 DECLARANT DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE DECLARANT, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BIXBY, OKLAHOMA.

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

A. DEVELOPMENT STANDARDS OF PINE VALLEY ADDITION BLOCKS 1-3 (COMPRISING PARTS OF DEVELOPMENT AREAS A AND B)

1. DEVELOPMENT IN ACCORDANCE WITH PUD

PINE VALLEY ADDITION BLOCKS 1-3 SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. 12-D 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. 12-D AS MAY BE SUBSEQUENTLY BE APPROVED.

2. APPLICABLE ORDINANCE

THE DEVELOPMENT OF PINE VALLEY ADDITION BLOCKS 1-3, 4-9, 10-11, AND 12-13 SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON FEBRUARY 11, 2013.

3. DEVELOPMENT STANDARDS

DEVELOPMENT AREA A

GROSS LAND AREA:	14.5 AC. +/-
PERMITTED USES:	DETACHED SINGLE-FAMILY DWELLING UNITS AND CUSTOMARY ACCESSORY USES.
MAXIMUM DWELLING UNITS:	8 DUS
MAXIMUM DENSITY:	4 DUS PER ACRE
MAXIMUM BUILDING HEIGHT:	48 FT.
MAXIMUM STORIES:	3
MINIMUM YARDS AND BUILDING SETBACKS:	
FROM MINOR STREET RIGHT-OF-WAY	25 FT.
FROM ARTERIAL STREET RIGHT-OF-WAY	20 FT.
FROM REAR LOT LINE:	25 FT.
FROM SIDE YARD LOT LINE:	5 FT.
BETWEEN DWELLING UNITS:	10 FT.
MINIMUM OFF-STREET PARKING:	2 SPACES PER DU
OTHER BULK AND AREA REQUIREMENTS	AS REQUIRED WITHIN AN RS-3 DISTRICT.

DEVELOPMENT AREA B

GROSS LAND AREA:	61.80 AC. +/-
PERMITTED USES:	DETACHED OR ATTACHED RESIDENTIAL DWELLING UNITS INCLUDING SINGLE-FAMILY, DUPLEX, PATIO HOME, TOWNHOUSE, (EXCLUDING MULTIFAMILY DWELLINGS, AS DEFINED BY THE BIXBY ZONING CODE), AND CUSTOMARY ACCESSORY USES, INCLUDING COMMON AREA FACILITIES SUCH AS CLUB HOUSE, SWIMMING POOL AND

RECREATIONAL OPEN SPACE.	
MAXIMUM DWELLING UNITS:	575 DUS
MAXIMUM DENSITY	
DETACHED DWELLING UNITS:	8 DUS PER ACRE
DUPLEX DWELLING UNITS:	10 DUS PER ACRE
TOWNHOUSE DWELLING UNITS:	16 DUS PER ACRE
MAXIMUM BUILDING HEIGHT:	48 FT.
MAXIMUM STORIES:	3
MINIMUM YARDS AND BUILDING SETBACKS:	

FROM NON-ARTERIAL STREET RIGHT-OF-WAY	20 FT.
FROM ARTERIAL STREET RIGHT-OF-WAY	20 FT.
FROM REAR LOT LINE:	20 FT.
FROM SIDE YARD LOT LINE:	5 FT.
BETWEEN DETACHED DWELLING UNITS	10 FT.
FROM ATTACHED SIDE OF A DUPLEX BUILDING:	0 FT.
BETWEEN DUPLEX BUILDINGS:	10 FT.
FROM ATTACHED SIDE OF A TOWNHOUSE UNIT:	0 FT.
BETWEEN TOWNHOUSE BUILDINGS:	20 FT.
MINIMUM OFF-STREET PARKING:	AS REQUIRED WITHIN THE APPLICABLE USE UNIT.

OTHER BULK AND AREA REQUIREMENTS:	
DETACHED SINGLE FAMILY DWELLINGS	AS REQUIRED WITHIN AN RS-3 DISTRICT
DUPLEX DWELLINGS	AS REQUIRED WITHIN AN RD DISTRICT
TOWNHOUSE DWELLINGS	AS REQUIRED WITHIN AN RT DISTRICT

(THE ALTERNATIVE DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B ARE NOT RELEVANT TO THIS SUBDIVISION AND SO ARE OMITTED).

B. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

1. ACCESS AND CIRCULATION

THE PRINCIPAL ACCESS FOR PUD NO. 12-D IS TO BE DERIVED FROM 151ST STREET AND HARVARD AVENUE WITH CONNECTION TO AN INTERIOR PUBLIC AND OR PRIVATE STREET SYSTEM, AND MUTUAL ACCESS EASEMENTS TO PROVIDE CONNECTIVITY WHERE APPROPRIATE. NEW PUBLIC STREET CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE GEOMETRIC STREET STANDARDS OF THE CITY OF BIXBY.

SIDEWALKS ALONG THE STREET FRONTAGES OF RESERVE AREAS SHALL BE CONSTRUCTED BY THE DECLARANT AND SIDEWALKS ALONG THE INTERIOR STREETS SHALL BE CONSTRUCTED BY THE BUILDER OF THE HOME TO BE LOCATED WITHIN EACH INDIVIDUAL LOT IN ACCORDANCE WITH THE BIXBY SUBDIVISION REGULATIONS, INCLUDING A MINIMUM WIDTH OF FOUR FEET AND ADA COMPLIANCE.

IT IS PROPOSED THAT A TRAIL SYSTEM BE PROVIDED THAT IS MEANINGFUL AND PROVIDES REASONABLE PEDESTRIAN OPPORTUNITIES EXTENDING FROM HARVARD AVENUE THROUGH POSEY CREEK FLOOD PLAIN AND CONTINUING TO THE EAST BOUNDARY OF GELLER PARK. PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS FOR DEVELOPMENT WHICH IN THE AGGREGATE COMPRISES 20% OF THE LAND AREA OF GELLER PARK, A TRAIL SYSTEM PLAN, INCLUDING A CONSTRUCTION PHASING SCHEDULE, SHALL BE SUBMITTED TO AND APPROVED BY THE BIXBY PLANNING COMMISSION.

2. SIGNS

SIGNS SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE BIXBY ZONING CODE.

3. UTILITIES AND DRAINAGE

UTILITIES ARE AT THE SITE OR ACCESSIBLE BY CUSTOMARY EXTENSION. STORM WATER DETENTION WILL BE PROVIDED.

4. 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 RESIDENTIAL DENSITY ALLOCATIONS AND CONFIRMATION OF THE EXISTENCE OF ANY NECESSARY CROSS PARKING AND MUTUAL ACCESS EASEMENTS.

5. TRANSFER OF ALLOCATED RESIDENTIAL DENSITY

AS APPROVED BY THE BIXBY CITY COUNCIL AND AS SET FORTH WITHIN SECTION II OF PUD 12-D, USE INTENSITY (SQUARE FOOTAGE OF FLOOR AREA OF NONRESIDENTIAL USE AND DWELLING UNITS OF RESIDENTIAL USE) AS PERMITTED BY THE UNDERLYING GENERAL ZONING DISTRICTS SHALL BE FULLY TRANSFERABLE TO THE VARIOUS DEVELOPMENT AREAS, IRRESPECTIVE OF THE GENERAL ZONING DISTRICT BOUNDARIES, AND THE AREAS OF USE MAY EXCEED THE AREAS OF THE UNDERLYING GENERAL ZONING DISTRICTS.

NONRESIDENTIAL FLOOR AREA OR RESIDENTIAL DWELLING UNIT DENSITY AS INITIALLY SET FORTH WITHIN SECTION II OF PUD 12-D MAY BE TRANSFERRED TO ANOTHER LOT OR LOTS BY WRITTEN INSTRUMENT EXECUTED BY THE OWNER OF THE LOT FROM WHICH THE FLOOR AREA 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 IS TO BE MADE. ALLOCATION EXCEEDING EXCEEDING 15% SHALL REQUIRE AN APPLICATION FOR MINOR AMENDMENT TO BE REVIEWED AND APPROVED BY THE BIXBY PLANNING COMMISSION.

Conditional Final Plat
PUD 12-D
Pine Valley Addition
BLOCKS 1-3

PART OF THE NORTHWEST QUARTER (NW/4) OF
SECTION SIXTEEN (16), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE DECLARANT HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN THE VARIOUS PINE VALLEY ADDITION SUBDIVISIONS, INCLUDING BUT WITHOUT LIMITATION "PINE VALLEY ADDITION BLOCKS 1-3". THE HOMEOWNERS' ASSOCIATION SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS OF THE VARIOUS SUBDIVISIONS, AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE VARIOUS PINE VALLEY ADDITION SUBDIVISIONS, INCLUDING BUT WITHOUT LIMITATION "PINE VALLEY ADDITION BLOCKS 1-3", AND OF ANY RESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE ANNEXED TO OR MERGED INTO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A RESIDENTIAL LOT IN PINE VALLEY ADDITION BLOCKS 1-3 SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE MEMBERSHIP OF THE ASSOCIATION SHALL BE LIMITED TO THE RECORD OWNER, WHETHER ONE OR MORE PERSONS OR ENTITIES, OF A FEE SIMPLE TITLE TO A LOT SITUATED WITHIN PINE VALLEY ADDITION BLOCKS 1-3, AND IN ANY ADDITIONAL PROPERTY AS MAY BE ANNEXED TO OR MERGED INTO THE JURISDICTION OF THE ASSOCIATION OR ALLOWED TO JOIN ACCORDING TO PROCEDURES SET FORTH IN THE ARTICLES OR BYLAWS, INCLUDING (WITHOUT LIMITATION) PROPERTY OWNERS IN FUTURE PHASES (IF ANY) OF THE PINE VALLEY ADDITION DEVELOPMENT TO BE LOCATED ADJACENT TO PINE VALLEY ADDITION BLOCKS 1-3 AND EACH TO BE A SEPARATE SUBDIVISION WITHIN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THEIR RESPECTIVE RECORDED PLATS THEREOF. THE FOREGOING IS NOT INTENDED TO INCLUDE PERSONS OR ENTITIES WHICH HOLD AN INTEREST MERELY AS SECURITY FOR THE PERFORMANCE OF AN OBLIGATION, OTHER THAN CONTRACT SELLERS. OWNERSHIP OF A LOT SHALL BE THE SOLE QUALIFICATION FOR MEMBERSHIP WITH RESPECT TO THOSE PROPERTY OWNERS IN PINE VALLEY ADDITION BLOCKS 1-3.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT IN PINE VALLEY ADDITION BLOCKS 1-3 SHALL BE SUBJECT TO ASSESSMENTS BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE COMMON AREAS. ANNUAL AND SPECIAL ASSESSMENTS SHALL BE ESTABLISHED AS DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN ACCORDANCE WITH ITS BYLAWS AND AT A UNIFORM RATE APPLYING SUCH FACTORS AS THE BOARD OF DIRECTORS SHALL DETERMINE APPROPRIATE, SUCH AS THE OPERATING COSTS OF THE ASSOCIATION, MAINTENANCE OF THE COMMON AREAS, COST OF LIVING INCREASES, ENHANCEMENT OF PROPERTY VALUES, AND OTHER EQUITABLE FACTORS. THE ASSOCIATION MAY DECLARE AND LEVY A SPECIAL ASSESSMENT, WITHOUT MEMBERS CONSENT OR APPROVAL, FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND FOR ESTABLISHING RESERVES AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION; PROVIDED, HOWEVER, SPECIAL ASSESSMENTS AGAINST LOTS IN PINE VALLEY ADDITION BLOCKS 1-3 AFTER THE TURNOVER DATE SHALL REQUIRE THE AFFIRMATIVE VOTE OF ONE-HALF (1/2) OF THE OWNERS OF SUCH LOTS WHO ARE CLASS A MEMBERS OF THE ASSOCIATION WHO ARE IN ATTENDANCE (IN PERSON OR BY PROXY) AT A SPECIAL MEETING OF THE MEMBERS OF THE ASSOCIATION, DULY CALLED AND NOTICED; PROVIDED, HOWEVER, THE DECLARANT AND ANY BUILDER OF THE RESIDENTIAL STRUCTURE THEREON WHO DOES NOT OCCUPY SUCH STRUCTURE AS ITS PRINCIPAL RESIDENCE, WHO OWN LOTS WITHIN PINE VALLEY ADDITION BLOCKS 1-3 SHALL NOT BE SUBJECT TO ANY SPECIAL ASSESSMENT.

D. VOTING CLASSES

CLASS A: CLASS A MEMBERS SHALL BE ALL THOSE PERSONS OR ENTITIES ENTITLED TO MEMBERSHIP AS DEFINED IN SECTION III, PARAGRAPH C ABOVE, WITH THE EXCEPTION OF DECLARANT. AFTER THE TURNOVER DATE DESCRIBED BELOW, CLASS A MEMBERS WHO OWN A LOT SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP PROVIDED ABOVE; PROVIDED, HOWEVER, WHEN TWO OR MORE PERSONS OR ENTITIES HOLD SUCH INTEREST OR INTERESTS IN ANY LOT, ALTHOUGH ALL OF SUCH PERSONS OR ENTITIES SHALL BE MEMBERS OF THE ASSOCIATION, THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES, MAY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE PER LOT BE CAST WITH RESPECT TO ANY ONE LOT.

CLASS B: THE CLASS B MEMBER SHALL BE DECLARANT. THE CLASS B MEMBER SHALL BE ENTITLED TO FIVE HUNDRED (500) VOTES; PROVIDED, THAT THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE EARLIER TO OCCUR OF:

- THE DATE ALL LOTS IN PINE VALLEY ADDITION BLOCKS 1-3 SO PLATTED HAVE BEEN SOLD BY DECLARANT; OR
- DECEMBER 31, 2035; OR
- SUCH DATE AS DECLARANT (IN ITS SOLE DISCRETION) EXECUTES AND RECORDS WITH THE COUNTY CLERK OF TULSA COUNTY, OKLAHOMA, A NOTICE THAT DECLARANT HAS ELECTED TO CONVERT THE CLASS B MEMBERSHIP TO CLASS A MEMBERSHIP.

E. DECLARANT CONTROL

THE DECLARANT, OR ITS DESIGNEE, SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE DECLARANT RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE DATE ON WHICH DECLARANT'S RIGHTS UNDER THIS SECTION SHALL TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARDS PRIOR TO THE TURNOVER DATE SHALL CONSIST OF THOSE PERSONS DESIGNATED BY DECLARANT. DECLARANT'S RIGHTS UNDER THIS SECTION TO DESIGNATE THE MEMBERS OF THE BOARD SHALL TERMINATE ON THE DATE THE CLASS B MEMBERSHIP IS CONVERTED INTO CLASS A MEMBERSHIP AS DESCRIBED ABOVE. FROM AND AFTER THE TURNOVER DATE, THE BOARD SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BYLAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE DECLARANTS SHALL BE VESTED EXCLUSIVELY IN DECLARANT. THE CLASS A MEMBERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH MEMBERS' LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. THE DECLARANT, UPON REQUEST, SHALL SUPPLY SUCH MEMBERS WITH AN ANNUAL ACCOUNTING OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.

SECTION IV. PRIVATE RESTRICTIONS

THE DECLARANT 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 EACH LOT OWNER, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

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 MAY BE USED FOR MODEL HOMES OR RESIDENTIAL SALES AND LEASING OFFICES UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

B. SETBACKS

- STREET AND EASEMENT SETBACKS. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERRECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING SHALL ENCROACH UPON ANY UTILITY EASEMENT AS 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 EXCEPT AS OTHERWISE PROVIDED FOR A RESTRICTED BUILDING LINE IN THE FOLLOWING SUBSECTION.

- RESTRICTED BUILDING LINE: NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERRECTED NEARER TO A REAR LOT LINE THAN THE RESTRICTED BUILDING BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.

B. FLOOR AREA

SINGLE STORY DWELLINGS SHALL HAVE A MINIMUM OF 1,700 SQUARE FEET OF FINISHED HEATED LIVING AREA. ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY DWELLINGS SHALL HAVE A MINIMUM OF 2,450 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 1,600 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES, AND BREEZEWAYS.

C. MASONRY

THE FIRST FLOOR OF EACH DWELLING WILL BE 100% MASONRY, NOT INCLUDING WINDOWS, DOORWAYS, AND BENEATH COVERED PORCHES. ALL EXTERIOR COLORS (INCLUDING, WITHOUT LIMITATION, MASONRY, PAINT, WOOD, GARAGE DOORS, ETC.) OF THE RESIDENTIAL STRUCTURE AND ANY OTHER STRUCTURE ON THE LOT MUST BE EARTH TONE COLORS AND SUBTLE IN NATURE. NO NON-NATURAL HUE COLORS OR COLOR SCHEMES SHALL BE PERMITTED ON THE EXTERIOR OF ANY STRUCTURE ON THE LOT. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE RESTRICTIONS SET FORTH IN THIS SUBSECTION.

D. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS

ADDITIONAL RESTRICTIONS AND COVENANTS SHALL BE PRIVATE AND WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT.

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 EACH LOT AND RESERVE AREA OWNER, THEIR HEIRS, AND THE DECLARANT AND 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 ANY LOT OWNER, THE DECLARANT, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, THE DECLARANT, 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, 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 (HEREINAFTER "SECTIONS II. OR IV."), SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE OWNER OF ANY LOT, ITS HEIRS, DECLARANT, 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 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

UNTIL SUCH TIME AS THE CLASS B MEMBERSHIP IS CONVERTED INTO THE CLASS A MEMBERSHIP, THE PROVISIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO, OR CHANGED AT ANY TIME BY THE DECLARANT IN ITS SOLE DISCRETION AND, IF REQUIRED, APPROVED BY THE CITY OF BIXBY. THEREAFTER, 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 12-D 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 DECLARANT DURING SUCH PERIOD THAT THE DECLARANT 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 DECLARANT (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 DECLARANT 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.

IN WITNESS WHEREOF, STONE HORSE DEVELOPMENT, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THE ____ DAY OF _____, 2019.

STONE HORSE DEVELOPMENT, L.L.C.
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
DANIEL RUHL, 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 _____, 2019, PERSONALLY APPEARED DANIEL RUHL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF STONE HORSE DEVELOPMENT, L.L.C. 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.

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

MY COMMISSION EXPIRES 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 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 _____, 2019.



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 _____, 2019, 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.

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

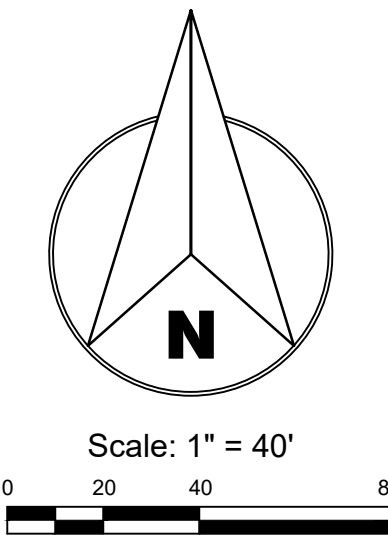
MY COMMISSION EXPIRES NOTARY PUBLIC

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE
NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17)
NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN.

AHMAD MORADI-ARAGHI, TRUSTEE
AHMAD MORADI-ARAGHI TRUST
8601 SOUTH 68TH EAST AVENUE
TULSA, OK 74133
PHONE: (918) 808-1403
MR. AHMAD MORADI

ENGINEERED BY DESIGN, PLLC
P.O. BOX 15567
DEL CITY, OKLAHOMA 73155
PHONE: (816) 809-8253
ahale@engineeredbydesign.pro
C.A. # 7655 EXPIRES 6-30-2020

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: fritzlandsurveying@gmail.com
C.A. # 5848 EXPIRES: 6-30-2020



SUBDIVISION CONTAINS FIVE (5) LOTS IN TWO (2) BLOCKS AND FOUR (4) RESERVE AREAS

BASIS OF BEARING: OKLAHOMA STATE PLANE COORDINATE SYSTEM, ZONE OK NORTH
3501, NAD83, USING THE NORTH LINE OF THE NE/4 OF SECTION 11 AS S. 88°35'27" W.

ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

ON-SITE NGS OPUS SOLUTIONS REPORT (NAVD 1988)

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED.
ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF
LEGAL DESCRIPTION.

B/L -- BUILDING SETBACK LINE
L.N.A. -- LIMITS OF NO ACCESS
OD/E -- OVERLAND DRAINAGE EASEMENT
U/E -- UTILITY EASEMENT
10000 -- STREET ADDRESS

ENTIRE PROPERTY IS SITUATED IN UNSHADED
ZONE 'X' PER FEMA FLOODPLAIN MAP NO.
40143C0432L - DATED OCTOBER 16, 2012

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2019.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY _____

Misty Hollow Estates
Sheet 1 of 3
December 13, 2018

**PRELIMINARY
PLAT**

MISTY HOLLOW ESTATES
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

AHMAD MORADI-ARAGHI, TRUSTEE AHMAD MORADI-ARAGHI TRUST, 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, TO WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE/4 OF SAID SECTION 11; THENCE SOUTH 88°35'27" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 1322.22 FEET TO THE NORTHWEST CORNER OF THE E/2 OF THE NE/4; THENCE SOUTH 01°14'21" EAST ALONG THE WEST LINE OF THE E/2 OF THE NE/4 A DISTANCE OF 332.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°34'25" EAST 140.27 FEET; THENCE SOUTH 01°14'18" EAST 639.59 FEET; THENCE SOUTH 88°32'21" WEST 255.40 FEET; THENCE NORTH 01°14'18" WEST 639.74 FEET; THENCE NORTH 88°34'25" EAST 115.13 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 163.371,19 SF OR 3.75 ACRES.

BASIS OF BEARING: OKLAHOMA STATE PLANE COORDINATE SYSTEM, ZONE OK NORTH 3501, NAD83, USING THE NORTH LINE OF THE NE/4 OF SECTION 11 AS SOUTH 88°35'27" WEST.

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS AND RESERVE AREAS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "MISTY HOLLOW ESTATES", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER "MISTY HOLLOW ESTATES" OR THE "SUBDIVISION").

Section I. Public Easements and Utilities

A. PUBLIC UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "UIE" 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, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING 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. THE 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 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 THE UTILITY EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE MAY BE LOCATED ALONG SOUTH 78TH EAST AVENUE, AND THE SOUTH PERIMETER OF THE SUBDIVISION. FOR ALL OTHER LOCATIONS, SUPPLY LINES, INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE, SHALL BE LOCATED UNDERGROUND, IN THE UTILITY EASEMENTS AND IN THE RIGHTS OF WAY OF THE PUBLIC STREETS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- 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 SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS OR HER PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS OR HER AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES, AND THE OWNER OF THE LOT AGREES TO BE BOUND THEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

- THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS OR HER LOT.
- 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 SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS, OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS 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 OR RESERVE AREA, OR BY ACTS OF THE OWNER'S AGENTS AND/OR CONTRACTORS.
- THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF ANY LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH

GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER OF THE LOT OR RESERVE AREA SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS OR CONTRACTORS.

- THE COVENANTS SET FORTH IN THIS SUBSECTION D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 78TH EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, AND WITH THE APPROVAL OF THE CITY OF BIXBY, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY 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 ITS SUCCESSORS OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. SURFACE DRAINAGE

EACH LOT OR RESERVE AREA SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY RESERVE AREAS, FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION G SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

H. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BIXBY, OKLAHOMA. SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE STANDARDS OF THE CITY OF BIXBY, OKLAHOMA. THE OWNER/DEVELOPER SHALL BE REQUIRED TO CONSTRUCT SIDEWALKS WITHIN RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES.

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BIXBY, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE, BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

J. OVERLAND DRAINAGE EASEMENTS

- OVERLAND DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY DEDICATED TO THE CITY OF BIXBY OR ITS SUCCESSORS FOR THE PURPOSE OF MAINTAINING, CONSTRUCTING OR REPAIRING ALL DRAINAGE FACILITIES WITHIN THESE EASEMENTS MAY BE USED FOR UTILITIES ACCORDING TO THE PROVISIONS IN THE CERTIFICATE OF DEDICATION AS IT APPLIES TO EASEMENTS, EXCEPT THAT CONSTRUCTION AND USE OF UTILITIES THEREIN SHALL NOT INTERFERE WITH THE USE FOR DRAINAGE PURPOSES.
- NO BUILDING STRUCTURE, WALL, FENCE, OR ABOVE OR BELOW GROUND OBSTRUCTIONS SHALL BE CONSTRUCTED OR PLACED WITHIN ANY DRAINAGE EASEMENT WITHOUT APPROVAL OF THE CITY OF BIXBY.
- THE OWNER OF EACH LOT OR RESERVE AREA UPON WHICH A DRAINAGE EASEMENT IS SITUATED SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY SAID EASEMENT WHICH TRAVERSES THEIR RESPECTIVE PROPERTY.
- IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SHOULD FAIL TO PROPERLY MAINTAIN THE DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF THE CONTOUR THEREIN, THE CITY OF BIXBY ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE COST THEREOF SHALL BE PAID BY THE OWNER, OR THE HOMEOWNER'S ASSOCIATION. IN THE EVENT OWNER OR THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BIXBY, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER FILE A LIEN AGAINST THE SUBJECT LOT, SUCH LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY.

K. USE OF RESERVE AREA 'A'

RESERVE AREA 'A' IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT, AND SHALL BE ESTABLISHED FOR THE PURPOSES OF MAINTAINING OVERLAND DRAINAGE FACILITIES, OPEN SPACE, RECREATIONAL FACILITIES, AND LANDSCAPING, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION, FOR ITS USE AND MAINTENANCE, TO BE COMPRISED OF THE OWNERS OF ALL RESIDENTIAL LOTS WITHIN MISTY HOLLOW ESTATES AS SET FORTH WITHIN SECTION III HEREOF.

L. USE OF RESERVE AREA 'B'

RESERVE AREA 'B' IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT, AND SHALL BE ESTABLISHED FOR THE PURPOSES OF MAINTAINING OVERLAND DRAINAGE FACILITIES, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE OWNER OF LOT TWO (2), BLOCK TWO (2), FOR THEIR USE AND MAINTENANCE.

M. USE OF RESERVE AREA 'C'

RESERVE AREA 'C' IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT, AND SHALL BE ESTABLISHED FOR THE PURPOSES OF MAINTAINING OVERLAND DRAINAGE FACILITIES, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE OWNER OF LOT THREE (3), BLOCK TWO (2), FOR THEIR USE AND MAINTENANCE.

N. USE OF RESERVE AREA 'D'

RESERVE AREA 'D' IS HEREBY DEDICATED AS AN OVERLAND DRAINAGE EASEMENT, AND SHALL BE ESTABLISHED FOR THE PURPOSES OF MAINTAINING OVERLAND DRAINAGE FACILITIES, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE OWNER OF LOT FOUR (4), BLOCK TWO (2), FOR THEIR USE AND MAINTENANCE.

O. ACCESS EASEMENT

THE ACCESS EASEMENT, DEPICTED ON THE ACCOMPANYING PLAT, IS HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS, AREAS AND PROPERTY ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION, SUCH EASEMENT SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE PROPERTY IMMEDIATELY ADJACENT TO THE WEST SIDE OF THE SUBDIVISION.

Section II. Restrictions and Covenants

A. HOMEOWNERS ASSOCIATION

- THE OWNER/DEVELOPER OF "MISTY HOLLOW ESTATES" SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF COMMON AREAS UNTIL THE ESTABLISHMENT OF "MISTY HOLLOW ESTATES" HOMEOWNERS ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION, ONCE ESTABLISHED, SHALL BE MANDATORY TO EACH LOT OWNER, OR PART THEREOF IN "MISTY HOLLOW ESTATES", BUT ONLY AFTER THE INITIAL OCCUPANCY OF A HOME BUILT ON A LOT, OR PART THEREOF, OR ONE (1) YEAR AFTER THE INITIAL CONVEYANCE FROM THE OWNER/DEVELOPER TO A LOT BUYER-WHICHEVER OCCURS FIRST. THE ASSOCIATION SHALL BE FORMED, AND SHALL FUNCTION ACCORDING TO THE TERMS OF THE ARTICLES OF INCORPORATION, AND THE BY-LAWS. NOTICE OF THE EFFECTIVE DATE OF FORMAL ESTABLISHMENT OF THE ASSOCIATION SHALL BE FILED AT THE OFFICE OF THE CITY CLERK, BIXBY, OKLAHOMA, AND INDEXED TO THE PLAT OF "MISTY HOLLOW ESTATES".
- DUES AND ASSESSMENTS SHALL BE ESTABLISHED BY THE ASSOCIATION ACCORDING TO THE PROVISIONS OF THE ARTICLES AND BY-LAWS, AND THE ASSOCIATION SHALL HAVE LEGAL REMEDY FOR THE FAILURE OF ANY LOT OWNER TO MAKE TIMELY PAYMENT OF DULY AUTHORIZED DUES OR ASSESSMENTS. DUES OF THE ASSOCIATION SHALL BE TERMED "BASED DUES". BASE DUES SHALL BE DEFINED AS THOSE NECESSARY TO CONDUCT BUSINESS AND PROVIDE FOR THE COMMON GOOD OF ALL LOT OWNERS IN "MISTY HOLLOW ESTATES" AND THEY SHALL BE EVENLY APPLIED. MAINTENANCE OF COMMON AREAS ARE FOR THE COMMON GOOD, AND THEY SHALL INCLUDE: TREES AND LANDSCAPING, SPRINKLER SYSTEMS (IF ANY), LIGHTING, AND FENCING (INCLUDING THE FENCE MAINTAINED ON SOUTH 78TH EAST AVENUE, AND STORM SEWERS (IF ANY) LOCATED WITHIN RESERVE AREA 'A' AS DESIGNATED BY THE PLAT FOR "MISTY HOLLOW ESTATES". PAYMENT OF DUES OR ASSESSMENTS ESTABLISHED BY THE HOMEOWNERS ASSOCIATION SHALL BE MANDATORY ACCORDING TO THE ARTICLES OF INCORPORATION AND/OR BY-LAWS OF THE ASSOCIATION. THE DUES WILL BE NO MORE THAN THE MINIMUM AMOUNT NECESSARY TO MAINTAIN THE COMMON AREAS OF INTEREST TO THE ASSOCIATION, AND TO CONDUCT THE AUTHORIZED BUSINESS OF THE ASSOCIATION. EQUALITY OF DUES TO EACH LOT OWNER IS REQUIRED.

B. ARCHITECTURAL COMMITTEE

- "MISTY HOLLOW ESTATES" ARCHITECTURAL COMMITTEE WILL BE FORMED TO REVIEW AND APPROVE ANY STRUCTURE TO BE BUILT ON ANY LOT OR PART THEREOF, AND SHALL ALSO BE RESPONSIBLE FOR INTERPRETING THE DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED HEREIN. AHMAD MORADIAND HIS SUCCESSORS AND ASSIGNS SHALL BE THE DESIGNATED ARCHITECTURAL COMMITTEE. THE COMMITTEE MAY APPOINT A SINGLE ADDITIONAL MEMBER AT A POINT IN TIME MUTUALLY AGREEABLE TO THE "MISTY HOLLOW ESTATES" HOMEOWNERS ASSOCIATION, THE UNDERSIGNED OWNER/DEVELOPER, A DULY ELECTED ARCHITECTURAL COMMITTEE SHALL BE FORMED CONSISTING OF MEMBERS OF THE ASSOCIATION.
- NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN "MISTY HOLLOW ESTATES" UNTIL THE FLOOR PLAN, EXTERIOR ELEVATION AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, ALL OF WHICH HAVE BEEN DRAWN BY A PROFESSIONAL ARCHITECT OR HOME DESIGNER, HAVE BEEN APPROVED IN WRITING BY THE DULY AUTHORIZED ARCHITECTURAL COMMITTEE. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY-ONE (21) DAYS OF RECEIPT OF SUCH SUBMISSION, SUCH APPROVAL 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 IT'S 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 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 IT'S APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL OR DISAPPROVAL OR THE FAILURE TO APPROVE ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVES SHALL CEASE ON DECEMBER 1, 2025. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE, OR EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE POWERS AS PREVIOUSLY EXERCISED BY THE COMMITTEE FOR SUCH PERIOD AS MAY BE SPECIFIED IN THE INSTRUMENT.

3. SQUARE FOOTAGE

ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 2,400 SQUARE FEET OF HEATED LIVING AREA.

4. STEM WALLS

CONCRETE STEM WALLS SHALL BE COVERED WITH BRICK, NATURAL STONE OR STUCCO.

5. GARAGES

AN ENCLOSED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO VEHICLES SHALL BE PROVIDED ON EACH LOT. CARPORTS OR DETACHED GARAGES ARE NOT PERMITTED.

6. DRIVEWAYS

ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL NOT BE LESS THAN SIXTEEN (16) FEET IN WIDTH.

7. RETAINING WALLS

RETAINING WALLS SHALL BE BRICK, STONE, OR STUCCO. RAILROAD TIE RETAINING WALLS ARE NOT PERMITTED. THE ARCHITECTURAL COMMITTEE SHALL MAKE FINAL DECISIONS ON MATERIALS AUTHORIZED FOR USE IN RETAINING WALLS.

8. PRE EXISTING BUILDINGS

NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE MAY BE MOVED ONTO ANY LOT.

9. OUT BUILDINGS

OUT BUILDINGS OR OTHER PERMANENT STRUCTURES SHALL NOT BE BUILT WITHOUT PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. IF APPROVED, THEY SHALL BE COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO PART OF THE OUT BUILDING SHALL BE CONSTRUCTED WITHIN FIVE (5) FEET OF ANY PROPERTY LINE OR RESERVE AREA.

10. FENCES

a. NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPH "D" BELOW.

b. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPH "D" BELOW.

c. FENCES SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, OR CHAIN LINK, AS PER ARCHITECTURAL COMMITTEE'S APPROVED DETAIL. IF CHAIN LINK, THE LINKS SHALL BE EITHER GREEN OR BLACK, AND ALL SUPPORT POSTS SHALL BE WOOD WITH A WOOD CAP RAIL. IF PRIVACY FENCE IS BUILT, IT SHALL BE SIX (6) FOOT IN HEIGHT AND BE CONSTRUCTED OF DOG EARED WOOD PICKETS, WITH THE PICKETS FACING THE STREET OR NEIGHBOR (GOOD SIDE OUT). AS PER ARCHITECTURAL COMMITTEE'S APPROVED DETAIL. ALL FENCED SHALL BE REVIEWED BY THE ARCHITECTURAL COMMITTEE, EXCEPTIONS CAN BE MADE UPON WRITTEN APPROVAL BY THE ARCHITECTURAL COMMITTEE.

d. ONLY ORNAMENTAL FENCES COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

11. ROOF

- a. COMPOSITION SHINGLES OR SHEET METAL SHALL BE USED ON ALL RESIDENCES IN "MISTY HOLLOW ESTATES". OTHER ROOF MATERIALS MAY BE APPROVED BY THE ARCHITECTURAL COMMITTEE UPON WRITTEN REQUEST.
- b. SHEET METAL, ALUMINUM VENTS FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED.
- c. ROOF MOUNTED EQUIPMENT, INCLUDING MECHANICAL AND AIR CONDITIONING, WILL NOT BE ALLOWED.

12. MASONRY

A MINIMUM OF 50% MASONRY (BRICK, NATURAL STONE, OR STUCCO) UP TO THE FIRST FLOOR PLATE LINE, EXCLUDING WINDOWS AND DOORS, SHALL BE REQUIRED ON THE EXTERIOR WALLS FACING SOUTH 78TH EAST AVENUE.

13. POOLS

OUTDOOR SWIMMING POOLS SHALL BE IN-GROUND AND PERMANENT.

14. TRAILERS / VEHICLES

BOATS, TRAILERS CAMPERS, INOPERATIVE VEHICLES, AND OTHER LARGE RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 48 HOURS UNLESS IT IS CONFINED TO THE BACK YARD WITH SUFFICIENT FENCING TO SHIELD IT'S VIEW FROM ADJOINING PROPERTY OWNERS. NO PART OF MOTOR HOMES MAY BE WITHIN TWENTY FIVE (25) FEET OF ANY PROPERTY LINE.

15. TRASH

THE OWNER OF EACH LOT AND/OR RESIDENCE SHALL KEEP THE SAME FREE FROM RUBBISH, LITTER, AND NOXIOUS WEEDS. ALL TRASH, GARBAGE, RUBBISH, OR LITTER SHALL BE KEPT IN CONTAINERS ADEQUATE FOR THAT PURPOSE AND SHALL BE STORED AND CONCEALED FROM VIEW UNTIL THE DESIGNATED DATE FOR COLLECTION.

16. CLOTHES LINES

NO EXPOSED CLOTHES LINE POLES OR OUTDOOR CLOTHES DRYING APPARATUS WILL BE PERMITTED ON ANY LOT.

17. GENERAL UP KEEP

ALL STRUCTURES, LANDSCAPING, AND IMPROVEMENTS SHALL BE MAINTAINED IN GOOD CONDITION AND IN GOOD REPAIR AT ALL TIMES.

18. SIGNS

NO SIGNS OR OTHER ADVERTISING OF ANY KIND SHALL BE PLACED OR MAINTAINED ON ANY LOT LONGER THAN 24 HOURS, EXCEPT THAT NEATLY PAINTED REAL ESTATE SIGNS OF STANDARD SIZE MAY BE PLACED IN THE FRONT YARD OF A RESIDENCE THAT IS "FOR SALE".

19. NOISE

EXCESSIVE NOISE THAT INTRUDES ON THE PEACEFUL ENJOYMENT OF A RESIDENTIAL PROPERTY IS NOT PERMITTED.

20. FIREPLACE

ALL NON-MASONRY FIREPLACE CHIMNEYS SHALL HAVE AN ARCHITECTURAL COMMITTEE APPROVED SINGLE STYLE TERMINATOR CAP. SHEET METAL OR ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS, OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED.

21. ANIMALS / LIVESTOCK

NO ANIMALS, LIVESTOCK OR POULTRY SHALL BE RAISED, BRED, OR KEPT AT ANY RESIDENCE OR ON ANY LOT OR RESERVE AREA. HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

22. WINDOWS

IF ALUMINUM WINDOWS ARE USED ON ANY RESIDENCE THE FRAME OF THE WINDOWS SHALL NOT APPEAR UNFINISHED (NO MILL FINISH).

23. LOT SPLITS

LOT SPLITS ARE PROHIBITED.

24. HOMEOWNER COMPLIANCE

EACH OWNER SHALL PROMPTLY AND PROPERLY COMPLY WITH ALL FEDERAL, STATE, COUNTY, OR LOCAL LAWS, STATUTES, ORDINANCES, RULES, AND REGULATIONS REGARDING USE AND OCCUPANCY OF OWNER'S PROPERTY AND CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, APPLICABLE ZONING, LAND USE, AND HEALTH AND SAFETY ISSUES.

25. LEASING / RENTING RESIDENCE

IN THE EVENT AN OWNER LEASES THEIR RESIDENCE, THE OWNER HAS AN AFFIRMATIVE DUTY TO NOTIFY TENANT(S) OF THE EXISTENCE OF MISTY HOLLOW ESTATES HOMEOWNERS' ASSOCIATION AND RECEIVE WRITTEN APPROVAL FROM THE "MISTY HOLLOW ESTATES HOMEOWNERS' ASSOCIATION, AND THE TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RESTRICTIVE COVENANTS SET FORTH HEREIN. A COPY OF THE COVENANTS SHALL BE PROVIDED BY OWNER TO TENANT(S). THE OWNER SHALL ENDEAVOR TO INSURE THAT THE TENANT(S) SHALL COMPLY WITH THE COVENANTS AND REQUIREMENTS HEREIN; AND SHALL PROVIDE THE UNDERSIGNED OWNER AND THE THEN PRESIDENT OF THE ASSOCIATION WITH THE NAME AND PHONE NUMBER OF THE TENANT(S) AND THE ADDRESS AND PHONE NUMBER WHERE THE LOT OWNER CAN BE CONTACTED IN THE EVENT ANY PROBLEMS REGARDING COMPLIANCE WITH THE COVENANTS OR OTHER REQUIREMENTS SET FORTH HEREIN OCCUR. OWNER ACKNOWLEDGES HE IS AWARE THAT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE COVENANTS IS THE OWNERS ULTIMATE RESPONSIBILITY REGARDLESS OF ANY AGREEMENT BETWEEN THE OWNER AND THE TENANT(S) AND ANY ACTION OR INACTION ON THE PART OF THE TENANT(S).

THESE RESTRICTIVE COVENANTS, TOGETHER WITH THE OTHER DOCUMENTS INCORPORATED BY REFERENCE, SHALL BE CONSTRUED AS AN ENTITY AND THE PERTINENT SECTIONS OF ALL INSTRUMENTS AS A WHOLE. THE INVALIDITY OF ANY PHRASE, CLAUSE OR PROVISION HEREIN CONTAINED SHALL NOT SERVE TO RENDER THE BALANCE OF THIS INSTRUMENT VOID OR UNENFORCEABLE, AND THE SAME SHALL BE THEREAFTER CONSTRUED AS IF SUCH CLAUSE OR PROVISION WERE NOT HEREIN CONTAINED, OR TO OTHERWISE GIVE MAXIMUM EFFECT TO THE INTENT OF THE UNDERSIGNED. THE FAILURE OF THE GRANTOR OR ANY SUCCESSOR IN TITLE TO ENFORCE ANY GIVEN 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 AND PROTECTIVE COVENANTS. IN MATTERS PERTAINING TO THE APPEARANCE OF SPECIFIC HOMES IN "WALNUT GROVE" OR THE OVERALL APPEARANCE OF "WALNUT GROVE" SUBDIVISION, THE ARCHITECTURAL COMMITTEE SHALL BE RESPONSIBLE FOR INTERPRETING THESE COVENANTS, OR DECIDING THE STANDARD TO BE USED IN THE EVENT A COVENANT BECOMES INVALID OR UNENFORCEABLE.

THE OWNER/DEVELOPER OF "MISTY HOLLOW ESTATES" RESERVES THE RIGHT IN IT'S SOLE DISCRETION AND WITHOUT JOINDER OF ANY OF THE OWNERS OF ANY OTHER LOT AT ANY TIME SO LONG AS IT IS OWNER OF TWO OR MORE LOTS TO AMEND, REVISE OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS CONTAINED IN THIS SECTION II BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY IT AS OWNER AND DEVELOPER AND FILED IN THE CITY CLERK'S OFFICE AT THE COURT HOUSE OF THE CITY OF BIXBY, OKLAHOMA. SUBSEQUENT TO THE FORMATION OF "MISTY HOLLOW ESTATES" HOMEOWNERS' ASSOCIATION, THE OWNER/DEVELOPER MAY ASSIGN THIS RESERVATION TO THE ASSOCIATION. HOWEVER, THE BY-LAWS OF THE ASSOCIATION SHALL PROVIDE THAT A (ANY) COVENANT SHALL NOT BE CHANGED OR ABOLISHED UNLESS APPROVED BY SIXTY PERCENT OF THE MEMBER OF THE ASSOCIATION.

Section III. Enforcement, Duration and Severability

A. ENFORCEMENT

THE COVENANTS CONTAINED IN SECTION II SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER, ITS GRANTEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED THEREAFTER FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREAFTER PROVIDED. ALL OTHER SECTIONS OF THIS DEED SHALL BE SPECIFICALLY EXEMPTED FROM THE AFORESAID TERMINATION PROVISIONS.

B. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION II MAY BE AMENDED OR TERMINATED AT ANY TIME BY INSTRUMENT SIGNED BY THE OWNERS OF AT LEAST EIGHTY PERCENT (80%) OF THE LOTS OF THE ADDITION AND APPROVED BY THE CITY OF BIXBY. THE AMENDMENT OR TERMINATION OF ANY TERM, COVENANT OR ITEM CONTAINED IN ANY OTHER SECTION OF THIS DEED OF DEDICATION MUST ALSO BE SPECIFICALLY APPROVED BY THE APPLICABLE UTILITY COMPANIES AND THE CITY OF BIXBY, OKLAHOMA OR AS OTHERWISE REQUIRED BY APPLICABLE LAW.

C. 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:

_____, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2019.

XXXXXXXXXXXXXXXXXXXXX
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
AHMAD MORADI, XXXXXXXXXXXXX

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED XXXXXXXXXXXXXXXX TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME, AS ITS MANAGER, THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSE THEREIN SET FORTH.

S. ASHLEY MCCARTY
MY COMMISSION EXPIRES: 8/13/2022
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, 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 "MISTY HOLLOW ESTATES", 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 MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694



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 _____, 2019, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2022
MY COMMISSION NUMBER: 14005589



BIXBY TECHNICAL ADVISORY COMMITTEE

AGENDA

DAWES BUILDING | CONFERENCE ROOM | 113 WEST DAWES AVE, BIXBY, OKLAHOMA

WEDNESDAY, JANUARY 2, 2019 | 10:00 AM

TAC MEMBERS

ECHO HILLESLAND-AEP-PSO, WADE SMITH-AEP-PSO, STEVE WILLIAMS-AEP-PSO
KEVIN BENDER-AT&T
JIM PETERSON-BTC, TONY GONZALEZ-BTC, SUSAN BEVARD-BTC
LYDIA WILSON-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 WORKS DIRECTOR
GARY HAMILTON-COX, LOYDA MERCADO-COX, LUCAS MARES-COX-ROW AGENT
MARTY LADEMAN-CREEK COUNTY RWD #2, CYNTHIA HUBBELL-CREEK COUNTY RWD #2
BILLY MOORE-E CENTRAL ELECTRIC, BILL DANGOTT-E CENTRAL ELECTRIC
STEVE WHITEHOUSE-OG&E, TIM DOBRINSKI-OG&E
BRANDON RAINBOLT-ONG, DONALD KAHER-ONG, DANIEL VOLAK-ONG
CHRIS STOBAUGH-USPS, BIXBY
ANGELA RAHE-WINDSTREAM, HEATH ROSS-WINDSTREAM

1. **CONDITIONAL FINAL PLAT *PINE VALLEY ADDITION (BXPT-19.01 PINE 1-3)*:**

Applicant, Tanner Consulting

Discussion and review of the third phase and conditional final plat for *Pine Valley Blocks 1-3*, 14.628 Acres, Fifty-seven (57) Lots, Three (3) Blocks and One (1) Reserve on an undeveloped parcel for the purpose of a single family residential development, in Section 16, Township 17 North, Range 13 East

General Location: ¼ mile south of 141st Street and east of Harvard in Bixby, OK

2. **PRELIMINARY PLAT *MISTY HOLLOW ESTATES (BXPT-19.02 MISTY)*:**

Applicant, Select Design

Discussion and review of a preliminary plat *Misty Hollow*, 3.75 Acres, Five (5) Lots, Two (2) Blocks and Four (4) Reserves areas, with one developed lot and the remaining undeveloped for the purpose of a single family residential development, in Section 11, Township 17 North, and Range 13 East

General Location: West of 78th E. Avenue | ¼ mile west of Memorial and south of 131st

Posted By: Marcae' Hilton
Date: December 27, 2018
Time: On or before 5:00PM