Bixby Technical Advisory Committee
Meeting Agenda

Location Changed To:
Zoom- Online Meeting
Wednesday, May 3, 2023 | 10:00 A.M.

Technical Advisory Committee Members

David Segala - A.E.P.-P.S.O.
Steve Williams - A.E.P.-P.S.O.
Aaron Smith - A.E.P.-P.S.O.
Brett Ashlock - A.T.&T.
Kevin Bender - A.T.&T.
Katie Hutchison - SDT
Richard Gann - B.T.C. Broadband
Tony Gonzalez - B.T.C. Broadband
Susan Bevard - B.T.C. Broadband
Chad Jones - B.T.C. Broadband
Rob Miller -Bixby Public Schools
Lydia Wilson - Bixby Public Schools
Bea Aamodt - Bixby Public Works Director
OC Walker - Bixby Development Services Director
Gwen Plante - Bixby Assistant City Planner
Jon Brown - Bixby Special Projects
Heath Wright - Bixby Utilities & Water
Mike Butler - Bixby Fire Chief
Nicholas Flanary - Bixby Fire Marshal
Richard Hakel - Cox
Loyda Mercado - Cox
Jeannette Davis - Cox
Christopher Long - Cox R.O.W. Agent
Marty Lademan - Creek County R.W.D. #2
Cynthia Hubbell - Creek County R.W.D. #2
Katherine Russell - East Central Electric
Caleb Brenneke - East Central Electric
Steve Whitehouse - O.G. & E.
Dewayne Perry - O.G. & E.
Keith Melson - O.G. & E.
Brandon Rainbolt - O.N.G.
Donald Kafer - O.N.G.
Chris Stobaugh - U.S.P.S. Bixby
Aaron Grodi - Windstream
Joel Ostrenga - Windstream

1. **B.X.P.T. - 19.10 Bixby Meadows Preliminary Plat**
   Applicant, AAB Engineering, LLC
   Discussion and review of Preliminary Plat, Bixby Meadows, 73.18 Acres, Ninety-three (93) Lots, Six (6) Blocks, with Three (3) Reserve Areas for the purpose of residential development, in Section 21, Township 17 North, and Range 13 East
   General Location: East of S Harvard Ave & South of E 151st St S

2. **B.X.P.T. - 19.10 Bixby Meadows Final Plat**
   Applicant, AAB Engineering, LLC
   Discussion and review of Final Plat, Bixby Meadows, 73.18 Acres, Ninety-three (93) Lots, Six (6) Blocks, with Three (3) Reserve Areas for the purpose of residential development, in Section 21, Township 17 North, and Range 13 East
   General Location: East of S Harvard Ave & South of E 151st St S

Persons who require a special accommodation to participate in this meeting should contact Justin Dowd, City Engineer, 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430, or email Justin Dowd (JDowd@BixbyOK.gov) as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunications Device for the Deaf (T.D.D.) 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.

3. **B.X.P.T. - 23.05 Golden Horseshoe Preliminary Plat**
   Applicant, Olsson, Inc.
   Discussion and review of Preliminary Plat, Golden Horseshoe, 1.94 Acres, Two (2) Lots, One (1) Block, for the purpose of commercial development, in Section 13, Township 17 North, and Range 13 East
   General Location: East of S Memorial Dr & North of E 151st St S
4. **B.X.P.T. - 23.05 Golden Horseshoe Final Plat**
   Applicant, Olsson, Inc.
   Discussion and review of Final Plat, Golden Horseshoe, 1.94 Acres, Two (2) Lots, One (1) Block, for the purpose of commercial development, in Section 13, Township 17 North, and Range 13 East
   General Location: East of S Memorial Dr & North of E 151st St S
5. **B.X.S.P. - 23.06 Chick-fil-A Site Plan**
   Applicant, Greyden
   Discussion and review of site plan for Chick-fil-A.
   General Location: East of S Memorial Dr & South of E 148th St S

This Notice and Agenda was posted on the bulletin board on or before 10:00 a.m., May 2nd, 2023, at City Hall, 116 West Needles, Bixby, Oklahoma.

Respectfully submitted,

Justin Dowd, City Engineer

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PRELIMINARY PLAT

Bixby Meadows

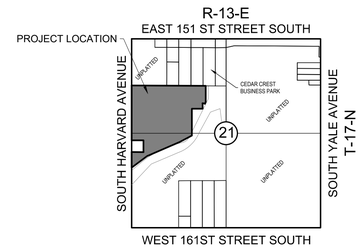
A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288



LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY-THREE (93)
LOTS IN SIX (6) BLOCKS AND THREE (3)
RESERVE AREAS.
(73.18 TOTAL ACRES)

BLOCK 1	25.35 ACRES	44 LOTS
BLOCK 2	7.30 ACRES	12 LOTS
BLOCK 3	7.36 ACRES	13 LOTS
BLOCK 4	5.56 ACRES	11 LOTS
BLOCK 5	7.59 ACRES	11 LOTS
BLOCK 6	1.61 ACRES	2 LOTS
RESERVE A	1.46 ACRES	
RESERVE B	3.24 ACRES	
RESERVE C	0.11 ACRES	

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANELS "40143C0433L" & "40143C0445L" DATED OCTOBER 16, 2012

SUBDIVISION DATA

BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS.

ELEV = 669.04 (NAVD 1988)

BASIS OF BEARINGS

GRID BEARING OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH.

LAND AREA

2,034,023.24 SF± / 46.69 ACRES±

MONUMENTATION

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "AAB CA6318", UNLESS OTHERWISE NOTED.

ADDRESSES

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.

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
SF	SQUARE FEET
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS
D/E	DRAINAGE EASEMENT

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BIXBY
116 W. NEEDLES
P.O. BOX 70
BIXBY, OK 74008

UTILITIES

OKLAHOMA NATURAL GAS COMPANY
2319 W. EDISON ST.
TULSA, OK 74127
918-834-8000

PUBLIC SERVICE COMPANY OF OKLAHOMA
212 E. 6TH ST.
TULSA, OK 74119
1-888-216-3523

BTC
11134 S. MEMORIAL DR.
BIXBY, OK 74104
918-366-8000

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
918-286-4658

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

PLOT DATE: Thu, 16 Mar 2023 FILE: P:\17\3241-BIXBY MEADOWS\BIXBY MEADOWS

PRELIMINARY PLAT

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0 50 100 200

DRAWING SCALE: 1"= 100'

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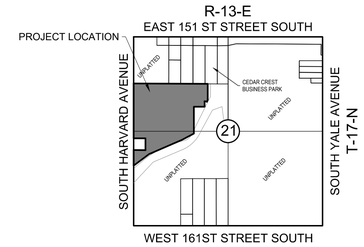
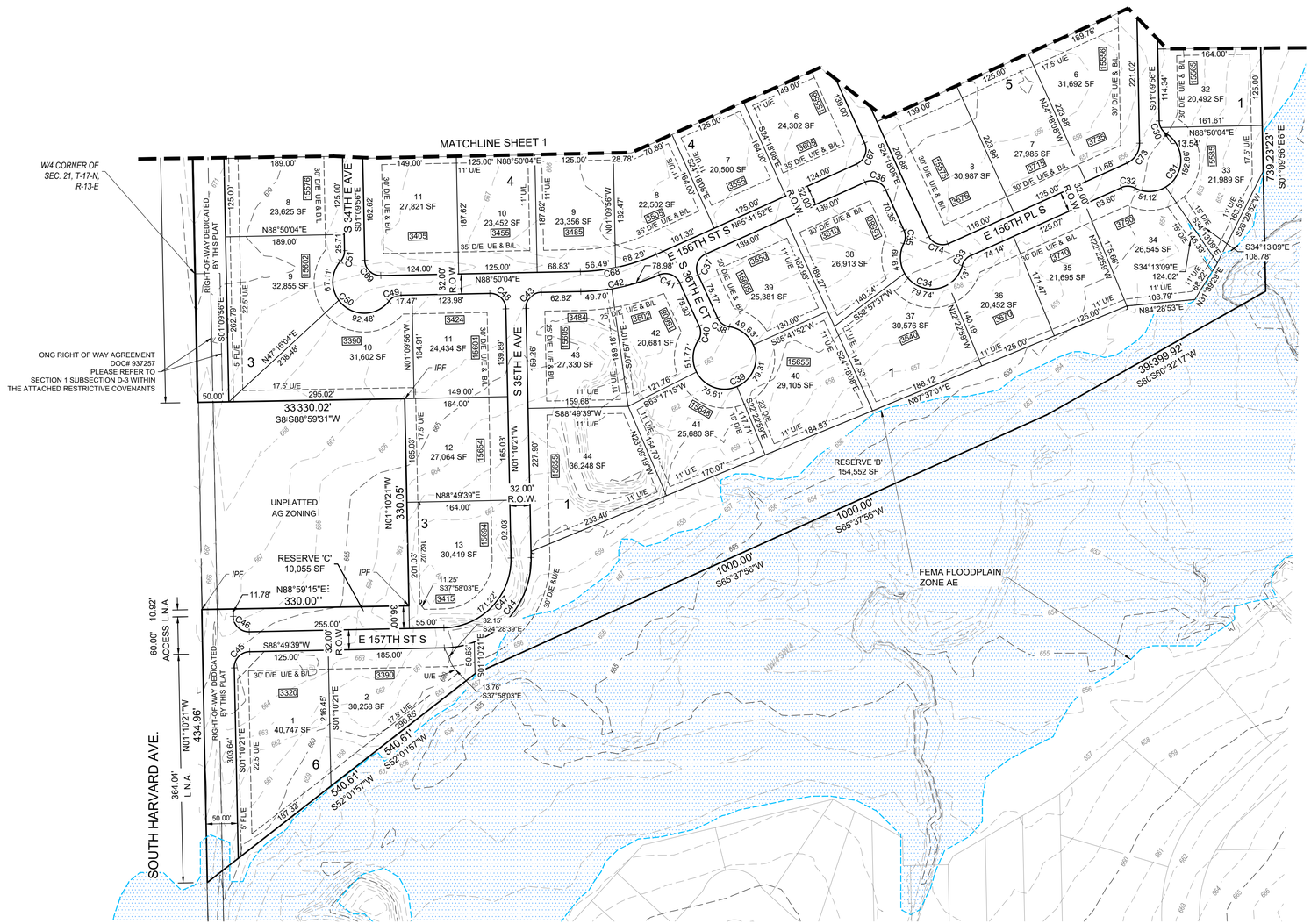


LOCATION MAP

SCALE: 1"=2000'



CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	39.27'	25.00'	36.07'	S46°02'32"E	C38	24.81'	25.00'	23.80'	S52°43'58"E
C2	204.20'	241.00'	198.15'	S66°53'31"E	C39	256.21'	50.00'	54.67'	S65°41'52"W
C3	39.27'	25.00'	35.36'	S87°37'07"E	C40	24.81'	25.00'	23.80'	N04°07'43"E
C4	24.81'	25.00'	23.80'	N18°57'03"E	C41	38.61'	25.00'	34.88'	N68°32'41"W
C5	256.32'	50.00'	54.67'	S42°37'07"E	C42	128.68'	341.00'	127.92'	S78°01'25"W
C6	24.81'	25.00'	23.80'	S75°48'44"W	C43	39.27'	25.00'	35.36'	S43°49'52"W
C7	39.27'	25.00'	35.36'	S02°22'53"W	C44	172.60'	141.00'	162.02'	S33°53'43"W
C8	77.04'	241.00'	76.72'	S33°27'37"E	C45	39.44'	24.61'	35.36'	S43°49'39"W
C9	39.27'	25.00'	35.36'	S69°18'08"E	C46	39.27'	25.00'	35.36'	N46°10'21"E
C10	97.32'	241.00'	96.66'	N77°15'58"E	C47	171.22'	109.00'	154.15'	N43°49'39"E
C11	39.27'	25.00'	35.36'	N43°50'04"E	C48	39.27'	25.00'	35.35'	S46°10'08"E
C12	63.05'	209.00'	83.37'	N07°39'54"W	C49	22.10'	25.00'	21.23'	S63°52'07"W
C13	24.81'	25.00'	23.80'	N46°52'47"W	C50	159.59'	50.00'	99.91'	N50°30'09"W
C14	256.32'	50.00'	54.67'	N71°33'04"E	C51	18.42'	25.00'	18.01'	N19°56'37"E
C15	24.81'	25.00'	23.80'	S09°58'54"W	C52	39.27'	25.00'	35.36'	S46°09'56"E
C16	72.70'	241.00'	72.70'	S09°48'26"E	C53	39.27'	25.00'	35.36'	S43°50'04"W
C17	39.27'	25.00'	35.36'	S46°09'56"E	C54	39.27'	25.00'	35.36'	S43°50'04"W
C18	39.27'	25.00'	35.36'	N43°50'04"E	C55	177.09'	209.00'	171.84'	N66°53'31"W
C19	39.27'	25.00'	35.36'	N46°09'56"W	C56	66.81'	209.00'	66.53'	N33°27'37"W
C20	24.81'	25.00'	23.80'	S60°24'13"W	C57	39.27'	25.00'	35.36'	N20°41'52"E
C21	256.32'	50.00'	54.67'	N01°09'56"W	C58	84.40'	209.00'	83.82'	N77°15'58"E
C22	24.81	25.00'	23.80'	S62°44'06"E	C59	39.27'	25.00'	35.36'	S46°09'56"E
C23	18.42'	25.00	18.01'	N67°43'31"E	C60	39.27'	25.00'	35.36'	S43°50'04"W
C24	159.77'	50.00'	99.91'	S41°49'43"E	C61	34.96'	25.00'	32.18'	N51°06'04"W
C25	21.91'	25.29'	21.23'	S23°48'01"W	C62	204.31'	45.00'	68.88'	S38°53'56"W
C26	22.10'	25.00'	21.39'	S26°29'44"E	C63	39.27'	25.00'	35.36'	S46°09'56"E
C27	111.40'	50.00'	89.75'	S75°40'06"W	C64	39.27'	25.00'	35.36'	S43°50'04"W
C28	22.10'	25.00'	21.39'	N65°50'08"W	C65	97.32'	241.00'	96.66'	S77°15'58"W
C29	39.27'	25.00'	35.36'	N43°50'04"E	C66	39.27'	25.00'	35.36'	N69°18'08"W
C30	24.56'	25.00'	23.58'	S29°18'22"E	C67	39.27'	25.00'	35.36'	N20°41'52"E
C31	152.66'	50.00'	99.90'	S30°01'19"W	C68	124.78'	309.00'	123.93'	N77°15'58"E
C32	22.60'	25.00'	21.84'	N88°24'20"W	C69	39.27'	25.00'	35.36'	S46°09'56"E
C33	22.10'	25.00'	21.39'	S40°22'04"W	C70	39.27'	25.00'	35.36'	S20°41'52"W
C34	166.96'	50.00'	99.51'	N69°18'08"W	C71	84.40'	209.00'	83.82'	S77°15'58"W
C35	22.10'	25.00'	21.39'	N01°01'40"E	C72	39.27'	25.00'	35.36'	N46°09'56"W
C36	39.27'	25.00'	35.36'	N69°18'08"W	C73	39.68'	34.00'	37.46'	N32°15'58"E
C37	39.27'	25.00'	35.36'	S20°41'52"W	C74	35.32'	25.00'	32.53'	S69°18'08"E

PLOT DATE: Thu, 16 Mar 2023 FILE: P:\17\21-BIXBY MEADOWS\BIXBY MEADOWS

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

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PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

THAT WEST AVENUE INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE WEST HALF (W/2) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1324.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION TWENTY-ONE (21) AND THE POINT OF BEGINNING. THENCE NORTH 89°05'18" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2) OF THE NORTHWEST QUARTER, A DISTANCE OF 2069.88 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 446.16 FEET; THENCE SOUTH 17°38'45" WEST A DISTANCE OF 203.48 FEET; THENCE SOUTH 88°50'04" WEST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 739.23 FEET; THENCE SOUTH 60°32'17" WEST, A DISTANCE OF 399.92 FEET; THENCE SOUTH 65°37'56" WEST, A DISTANCE OF 1000.00 FEET; THENCE SOUTH 52°01'57" WEST, A DISTANCE OF 540.61 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21); THENCE NORTH 01°10'21" WEST ALONG THE WEST LINE OF SAID SECTION TWENTY-ONE (21), A DISTANCE OF 434.96 FEET; THENCE NORTH 88°59'15" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 01°10'21" WEST, A DISTANCE OF 330.05 FEET; THENCE SOUTH 88°59'31" WEST A DISTANCE OF 330.02 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21), THENCE NORTH 01°09'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 1529.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,187,686 SQUARE FEET OR 73.18 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO EIGHTY SIX LOTS AND RESERVE AREAS "A", "B", "C", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BIXBY MEADOWS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY 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, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ANY 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 HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES, WHICH DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG SOUTH HARVARD AVENUE. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES 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 SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT 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 AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING FIVE 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.
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 OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT 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 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH I.B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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 SEWERS LOCATED ON THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA OR IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, 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, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.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

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS 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 THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. ONG'S EASEMENT(S) RECORDED IN DOCUMENT NO. 937257 REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE DATE RIGHT OF WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT OF WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. FENCE AND LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" OR "FENCE EASEMENT" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF BIXBY MEADOWS HOMEOWNERS ASSOCIATION. THE FENCE 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 PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN BIXBY MEADOWS, WHICH CONTAIN SUCH EASEMENTS.

H. RESERVE AREAS

1. THE USE OF RESERVE AREA A IS DEDICATED ON THE PLAT FOR THE SUBDIVISION WITH THE PRIMARY USE OF STORMWATER DETENTION FACILITIES AND WITH ADDITIONAL USE AS OPEN SPACE, FENCING, AND LANDSCAPING, AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA A WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS AND SHALL NOT INTERFERE WITH THE DESIGNED PURPOSE OF THE DETENTION FACILITIES.
2. THE USE OF RESERVE AREA B DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN FLOODPLAIN AREAS.
3. THE USE OF RESERVE AREA C DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

I. DRAINAGE EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS ANY AREAS DESIGNATED ON THE PLAT AS "DRAINAGE EASEMENTS" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES CONSTRUCTED IN ANY DRAINAGE EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE BIXBY, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF ANY GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL. FENCING IS ALLOWED IN THE DRAINAGE EASEMENTS IF THE BOTTOM OF AN OPAQUE FENCE IS 6 INCHES ABOVE THE GRADE AND DOES NOT RESTRICT OVERLAND FLOW THROUGH THE EASEMENT, OR IF A NON-OPAQUE FENCE (CHAIN LINK, SPLIT RAIL, WROUGHT IRON FENCE) IS USED.
4. ANY DRAINAGE EASEMENTS AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA, IN THE EVENT THE LOT OWNER(S) OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN DRAINAGE EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BIXBY, OKLAHOMA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION. IN THE EVENT THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF 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 OWNER(S) OR HOMEOWNERS ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BIXBY.

J. MINIMUM BUILDING SETBACKS AND YARDS

1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

I. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH HARVARD AVENUE WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

SECTION II. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF BIXBY MEADOWS, AND FOR THE PURPOSE OF MAINTAINING COMPATIBILITY OF THE IMPROVEMENTS THEREIN, 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.

I. ARCHITECTURAL COMMITTEE - PLAN REVIEW

NO BUILDING, STRUCTURE, FENCE, WALL, FREE STANDING MAILBOX SWIMMING POOL, OR CONCRETE DRIVEWAY SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BIXBY MEADOWS LLC, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE" FOR EACH BUILDING OR STRUCTURE, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER THE SUBMISSION, OR 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. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED TO BE A WAIVER OF ANY RESTRICTION.

THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE 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 OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE ARCHITECTURAL COMMITTEE'S APPROVAL OF BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. 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 ENTITLES TO PROSECUTE.

THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION III BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF TULSA COUNTY, STATE OF OKLAHOMA.

THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2029, BE DEEMED TRANSFERRED TO THE ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE ASSOCIATION BY THE OWNER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

J. FLOOR AREA

DWELLINGS SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA, ONE AND ONE-HALF (1 ½) OR TWO (2) STORY DWELLING SHALL HAVE A MINIMUM 0F 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

K. 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 SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL. ALL COMMERCIAL VEHICLES SHALL BE PARKED INSIDE A LOT OWNER'S GARAGE UNLESS PERFORMING REPAIR, CONSTRUCTION OR MAINTENANCE.

L. FOUNDATIONS

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

M. MASONRY

SEVENTY-FIVE (75%) OF THE SURFACE OF THE FIRST FLOOR PLATE LINE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO, EXCEPT UNDER COVERED PORCHES AND PATIOS.

N. WINDOWS

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

O. ROOF FLASHING

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

P. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12, PROVIDED HOWEVER, THAT A SHED ROOF OVER A PORCH OR DORMER SHALL HAVE A ROOF PITCH OF NO LESS THAN 4/12. ALL OTHER ROOF COMBINATIONS WILL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.

Q. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING CERTAINTEED LANDMARK WEATHERWOOD COLOR COMPOSITION SHINGLES OR EQUIVALENT; PROVIDING HOWEVER, IN THE EVENT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND QUALITY WHICH IS COMPATIBLE WITH THE ROOFING FIRST DESCRIBED.

R. ON-SITE CONSTRUCTION

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

S. OUTBUILDING

OUTDOOR STORAGE BUILDINGS ARE NOT PERMITTED. OTHER OUTBUILDINGS, SUCH AS GAZEBOS, CABANAS, OR DETACHED GARAGES SHALL BE PERMITTED SUBJECT TO THE APPROVAL OF THE LOCATION, STYLE AND MATERIALS USED IN THE CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION, AND PROVIDING THAT THE OUTBUILDING IS COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO OUTBUILDING SHALL BE ERECTED IN A LOCATION ON THE LOT THAT THE ARCHITECTURAL COMMITTEE DETERMINES WOULD REASONABLY OBSTRUCT THE VIEW OF A WATER FEATURE OR A GREENBELT FROM ANOTHER LOT.

T. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

U. INTERIOR FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. INTERIOR FENCES OR WALLS SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO INTERIOR FENCE OR WALL SHALL EXCEED SIX (6) FEET IN HEIGHT. WOOD FENCING SHALL BE CAPPED AND HAVE THE SMOOTH SIDE FACING THE STREET. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

V. PERIMETER FENCING

THE OWNER/DEVELOPER SHALL INSTALL PERIMETER FENCING ON NORTH, EAST AND SOUTH PROPERTY LINES OF THE SUBDIVISION. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE FOR SAID FENCING ABUTTING THEIR LOT.

W. ANTENNAS

EXTERIOR TELEVISION, "CB", RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER AND NOT VISIBLE FROM THE FRONT BOUNDARY OF THE LOT, SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

P. LOT MAINTENANCE AND LANDSCAPING

EACH LOT SHALL BE PROFESSIONALLY LANDSCAPED AND FULLY SODDED PRIOR TO OCCUPANCY. EACH LOT SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND, PERMANENT IRRIGATION SYSTEM THAT COVERS THE FULL LOT. EACH LOT SHALL BE REQUIRED TO INSTALL AND MAINTAIN, AT LEAST ONE TREE IN THE FRONT YARD, MINIMUM 2" IN DIAMETER.

THE ASSOCIATION SHALL SELECT A VENDOR FOR YARD MAINTENANCE AS A PORTION OF THE LOT OWNER'S DUES. THE LOT OWNERS AUTHORIZE ANY SUCH VENDOR SELECTED BY THE HOMEOWNER'S ASSOCIATION TO ACCESS THE LOTS IN ORDER TO PERFORM YARD MAINTENANCE AND LANDSCAPING SERVICES. ANY LOT OWNER THAT OPTS OUT OF THIS SERVICE WILL NOT RECEIVE ANY DUES REDUCTION. LOTS THAT OPT OUT OF THIS SERVICE ARE REQUIRED TO MAINTAIN THEIR LOTS TO THE SUBDIVISION STANDARD. NO ADDITIONAL OUTSIDE YARD VENDORS THAT PERFORM SIMILAR YARD MAINTENANCE SERVICES ARE ALLOWED.

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.

Q. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS, MOTORHOMES AND SIMILAR RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW FROM AN ADJOINING STREET OR FROM AN ADJOINING LOT.

R. CLOTHESLINES AND TRASH RECEPTACLES

EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED, GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP. ONLY ONE COMMERCIAL TRASH SERVICE AT ANY TIME SHALL BE PERMITTED TO OPERATE WITHIN THE SUBDIVISION. SAID TRASH SERVICE SHALL BE DESIGNATED BY THE BOARD OF THE ASSOCIATION.

S. MAILBOXES

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

T. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD, OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER CUSTOMARY HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT USED FOR COMMERCIAL PURPOSES. FOR THE PURPOSES OF THIS PARAGRAPH III.T, POT-BELLIED PIGS, PONIES AND KANGAROOS ARE NOT CUSTOMARY HOUSEHOLD PETS.

U. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE, OR MAY BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

V. SIGNAGE

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

W. MATERIALS AND STORAGE

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

X. SPORTING EQUIPMENT, PLAY STURCTURES/TRAMPOLINES

NO BASKETBALL GOALS OR OTHER SPORTING EQUIPMENT SHALL BE VISIBLE FROM THE STREET. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT.) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT.) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT.) IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

Y. ON STREET PARKING LIMITATIONS

ON - STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON- STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION. COMMERCIAL VEHICLES PERFORMING MAINTENANCE AND REPAIRS SHALL NOT EXCEED 24 HOURS AT ANY ONE PERIOD OF TIME.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION , INCLUDING BUT WITHOUT LIMITATION, RESERVE "A & B" AND THE FENCE EASEMENT FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BIXBY MEADOWS. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS, STORMWATER DETENTION FACILITIES, FENCE EASEMENT AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PRIVATE RESTRICTIONS AND SECTION IV, HOMEOWNERS ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE RESIDENTIAL LOTS AND/OR THE ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE AND/OR THE CITY OF BIXBY, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER/ DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II OR SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY RESIDENTIAL LOT WITHIN BIXBY MEADOWS AND/OR THE ASSOCIATION TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS OF SECTION II OR SECTION III, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

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 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, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY WEST AVENUE INVESTMENTS, LLC DURING SUCH PERIOD THAT WEST AVENUE INVESTMENTS, LLC IS THE OWNER OF AT LEAST 5 RESIDENTIAL LOTS WITHIN BIXBY MEADOWS OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE RESIDENTIAL LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY WEST AVENUE INVESTMENTS, LLC (DURING ITS OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS, THE INSTRUMENT EXECUTED BY WEST AVENUE INVESTMENTS, LLC SHALL PREVAIL DURING THE TIME OF WEST AVENUE INVESTMENTS, LLC'S OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS, THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, WEST AVENUE INVESTMENTS, LLC HAS EXECUTED THIS INSTRUMENT THE ____DAY OF _____, 2023.

WEST AVENUE INVESTMENTS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___ DAY OF _____, 2023, BY GLENN SHAW, MANAGER OF WEST AVENUE INVESTMENTS, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "BIXBY MEADOWS" A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND 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.

_____
JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

REGISTERED LAND SURVEYOR
JAY P. BISSELL
L.S. 1318
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2023
COMMISSION NUMBER: 19011877

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2023

PLOT DATE: Thu, 16 Mar 2023 FILE: P:\17\13\21-BIXBY MEADOWS\BIXBY MEADOWS

CONCEPTUAL IMPROVEMENTS

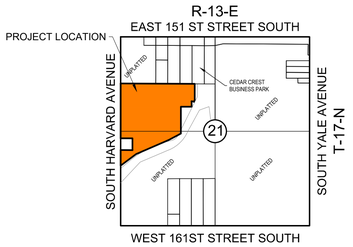
Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

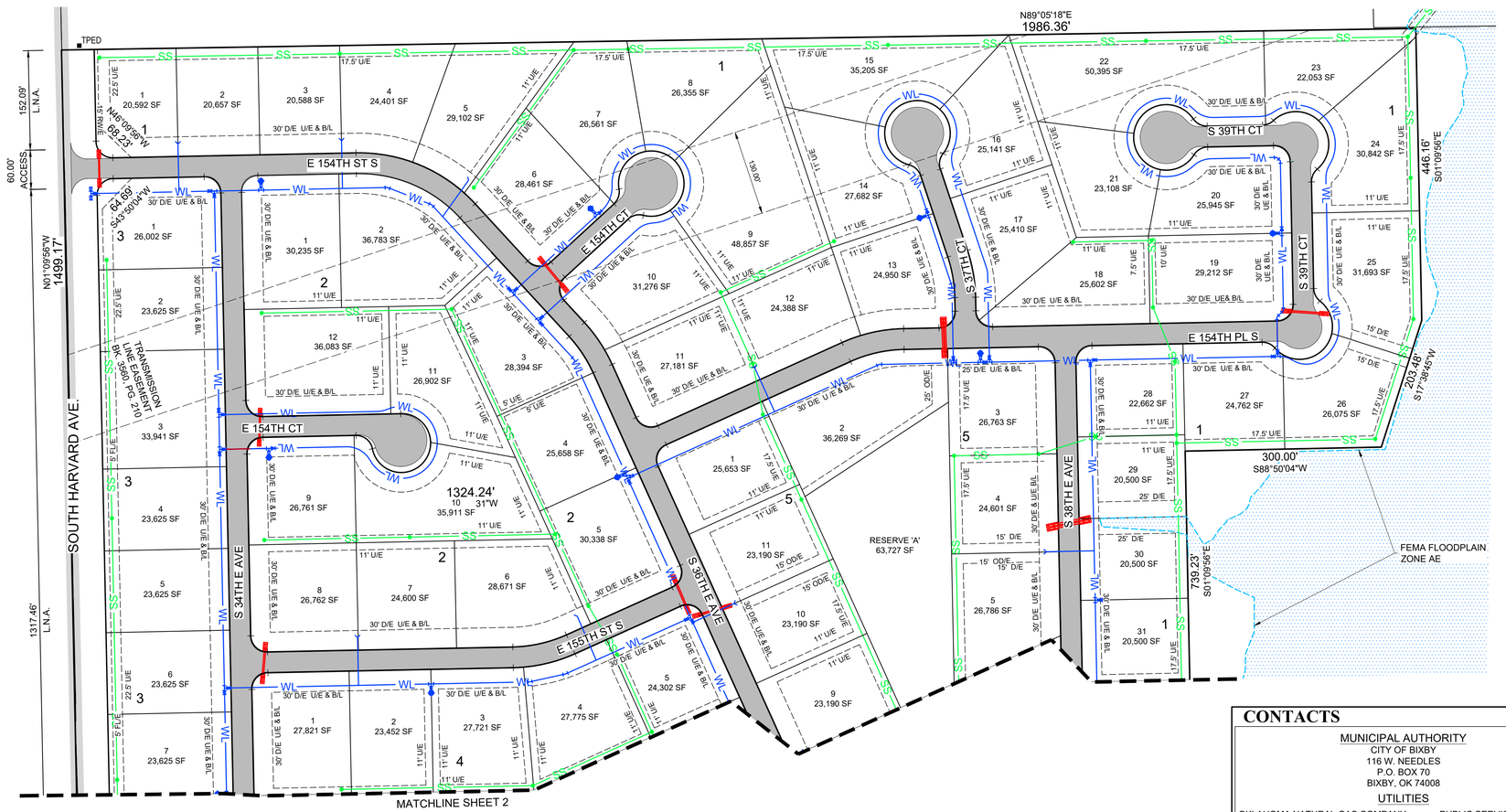
DRAWING SCALE: 1"= 100'
0 50 100 200

OWNER/DEVELOPER
WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2020
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288



LOCATION MAP
SCALE: 1"=2000'



LEGEND

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
FL/E	FENCE EASEMENT
WL	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
WL	PROPOSED WATER LINE
SS	PROPOSED SANITARY SEWER LINE
	PROPOSED STORM SEWER LINE
	PROPOSED ASPHALT PAVEMENT

FLOODPLAIN

1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANELS "40143C0433L" & "40143C0445L" DATED OCTOBER 16, 2012

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BIXBY
116 W. NEEDLES
P.O. BOX 70
BIXBY, OK 74008

UTILITIES

OKLAHOMA NATURAL GAS COMPANY
2319 W. EDISON ST.
TULSA, OK 74127
918-834-8000

PUBLIC SERVICE COMPANY OF OKLAHOMA
212 E. 6TH ST.
TULSA, OK 74119
1-888-216-3523

BTC
11134 S. MEMORIAL DR.
BIXBY, OK 74104
918-366-8000

COX COMMUNICATIONS
11811 EAST 51ST STREET
TULSA, OK 74145
918-286-4658

RWD #6 OKMULGEE CO.
11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

PLOT DATE: Thu, 16 Mar 2023 FILE: P:\17132\1-BIXBY MEADOWS\BIXBY MEADOWS

CONCEPTUAL IMPROVEMENTS

Bixby Meadows

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DRAWING SCALE: 1"= 100'
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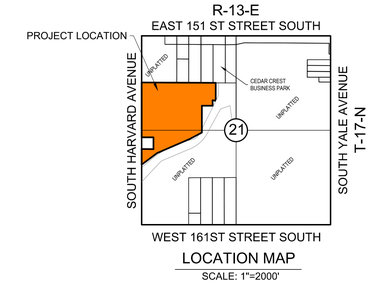
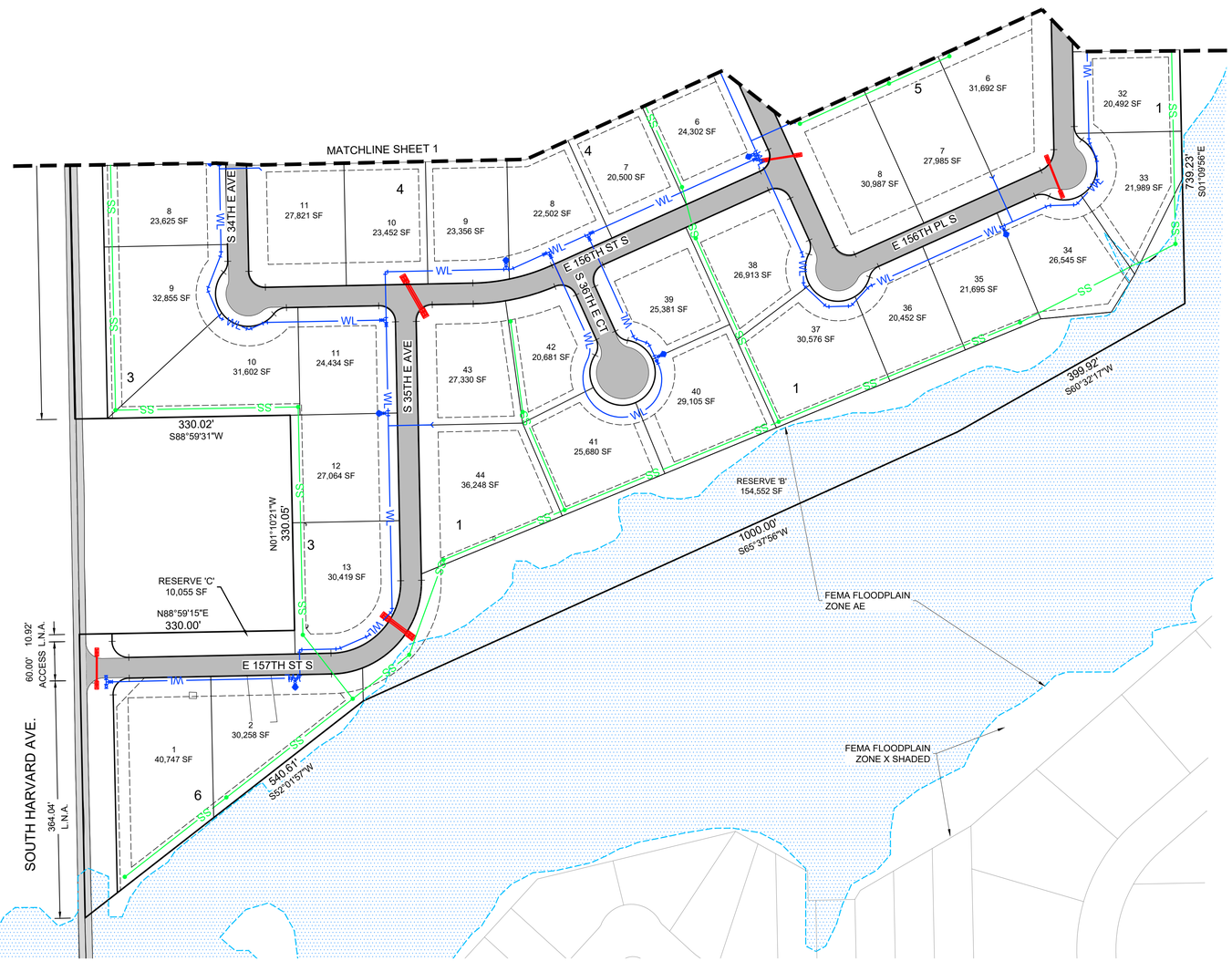


LOCATION MAP
SCALE: 1"=2000'



LEGEND

B/L	BUILDING LINE
U/E	UTILITY EASEMENT
FL/E	FENCE EASEMENT
WL	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
WL	PROPOSED WATER LINE
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11003 HECTORVILLE RD.
MOUNDS, OK 74047-0340
918-827-6350

PLOT DATE: Thu, 16 Mar 2023 FILE: P:\171327-BIXBY MEADOWS\BIXBY MEADOWS

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

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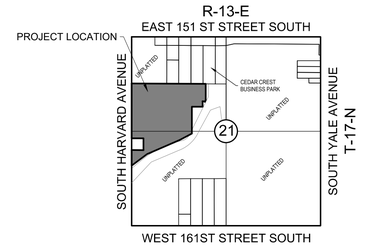
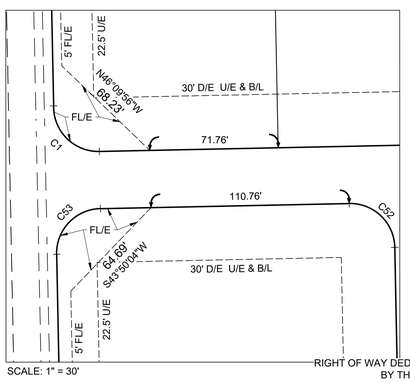


LOCATION MAP
SCALE: 1"=2000'

0 50 100 200
DRAWING SCALE: 1"= 100'



SCALE: 1" = 30'

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY-THREE (93) LOTS IN SIX (6) BLOCKS AND THREE (3) RESERVE AREAS. (73.18 TOTAL ACRES)

BLOCK 1	25.35 ACRES	44 LOTS
BLOCK 2	7.30 ACRES	12 LOTS
BLOCK 3	7.36 ACRES	13 LOTS
BLOCK 4	5.56 ACRES	11 LOTS
BLOCK 5	7.59 ACRES	11 LOTS
BLOCK 6	1.61 ACRES	2 LOTS
RESERVE A	1.46 ACRES	
RESERVE B	3.24 ACRES	
RESERVE C	0.11 ACRES	

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1% ANNUAL CHANCE (100 YEAR) FLOODPLAIN AS SHOWN ON FIRM PANELS "40143C0433L" & "40143C0445L" DATED OCTOBER 16, 2012

SUBDIVISION DATA

BENCHMARK

MAG NAIL IN CENTER OF S. HARVARD AVE. AT PROPERTY CORNER, 674.55 FEET SOUTH OF NORTHWEST CORNER OF BIXBY MEADOWS.

ELEV = 669.04 (NAVD 1988)

BASIS OF BEARINGS

GRID BEARING OF THE OKLAHOMA STATE PLANE COORDINATE SYSTEM - ZONE 3501 NORTH.

LAND AREA

2,034,023.24 SF± / 46.69 ACRES±

MONUMENTATION

ALL CORNERS WERE SET USING 3/8" X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "AAB CA6318", UNLESS OTHERWISE NOTED.

ADDRESSES

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.

LEGEND

B/L	BUILDING LINE
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
SF	SQUARE FEET
BK	BOOK
PG	PAGE
IPF	IRON PIN FOUND
XXXX	STREET ADDRESS
D/E	DRAINAGE EASEMENT

CONTACTS

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PLOT DATE: Thu, 16 Mar 2023 FILE: P:\17192-BIXBY MEADOWS\BIXBY MEADOWS

Bixby Meadows

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0 50 100 200
DRAWING SCALE: 1"= 100'

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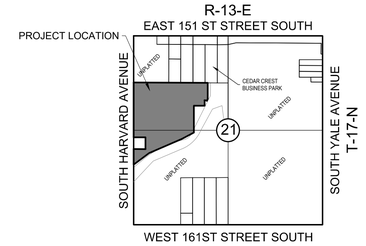
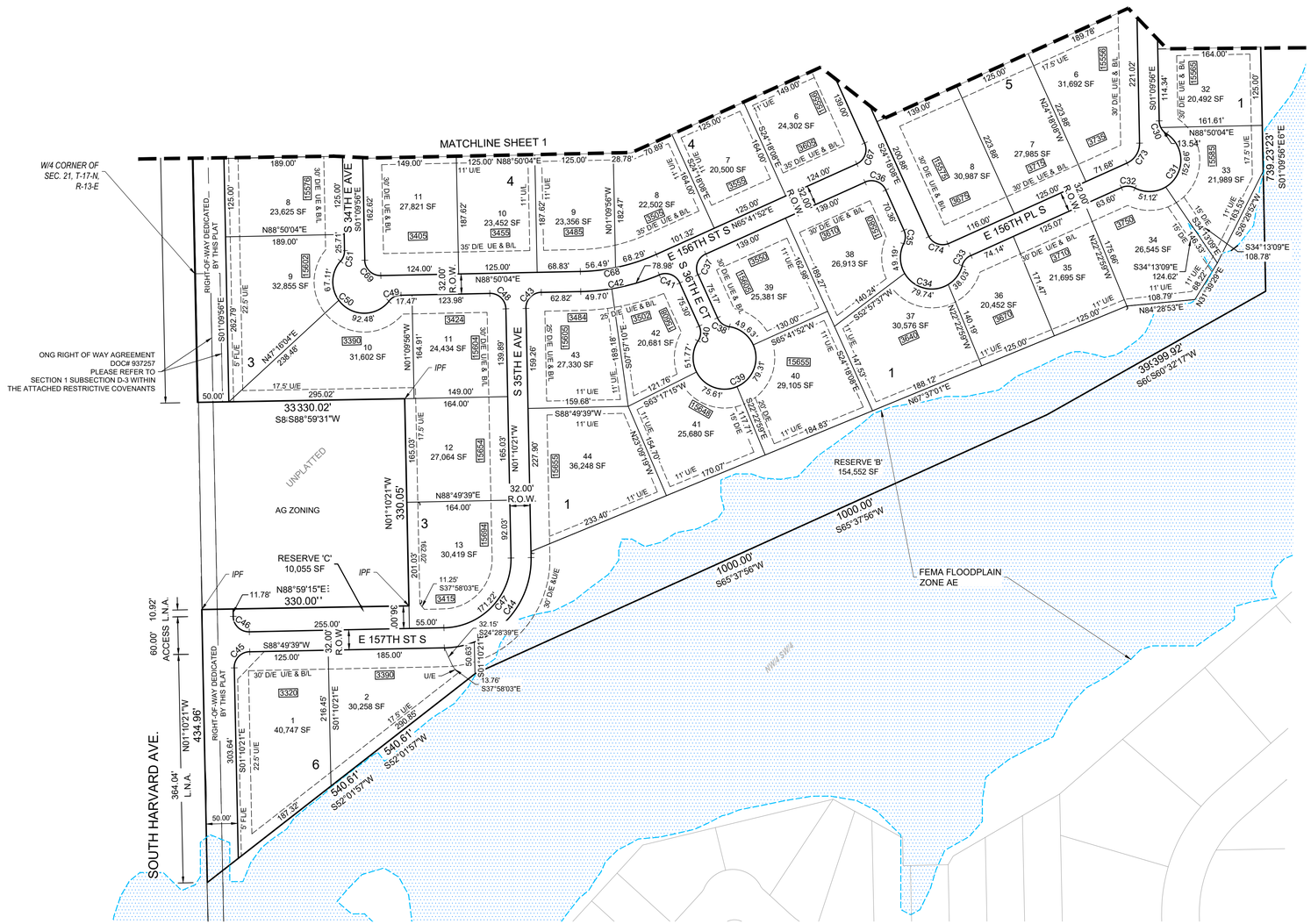


LOCATION MAP
SCALE: 1"=2000'



CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CURVE #	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	39.27'	25.00'	36.07'	S46°02'32"E	C38	24.81'	25.00'	23.80'	S52°43'58"E
C2	204.20'	241.00'	198.15'	S66°53'31"E	C39	256.21'	50.00'	54.67'	S65°41'52"W
C3	39.27'	25.00'	35.36'	S87°37'07"E	C40	24.81'	25.00'	23.80'	N04°07'43"E
C4	24.81'	25.00'	23.80'	N18°57'03"E	C41	38.61'	25.00'	34.88'	N68°32'41"W
C5	256.32'	50.00'	54.67'	S42°37'07"E	C42	128.68'	341.00'	127.92'	S78°01'25"W
C6	24.81'	25.00'	23.80'	S75°48'44"W	C43	39.27'	25.00'	35.36'	S43°49'52"W
C7	39.27'	25.00'	35.36'	S02°22'53"W	C44	172.60'	141.00'	162.02'	S33°53'43"W
C8	77.04'	241.00'	76.72'	S33°27'37"E	C45	39.44'	24.61'	35.36'	S43°49'39"W
C9	39.27'	25.00'	35.36'	S69°18'08"E	C46	39.27'	25.00'	35.36'	N46°10'21"E
C10	97.32'	241.00'	96.66'	N77°15'58"E	C47	171.22'	109.00'	154.15'	N43°49'39"E
C11	39.27'	25.00'	35.36'	N43°50'04"E	C48	39.27'	25.00'	35.35'	S46°10'08"E
C12	63.05'	209.00'	83.37'	N07°39'54"W	C49	22.10'	25.00'	21.23'	S63°52'07"W
C13	24.81'	25.00'	23.80'	N46°52'47"W	C50	159.59'	50.00'	99.91'	N50°30'09"W
C14	256.32'	50.00'	54.67'	N71°33'04"E	C51	18.42'	25.00'	18.01'	N19°56'37"E
C15	24.81'	25.00'	23.80'	S09°58'54"W	C52	39.27'	25.00'	35.36'	S46°09'56"E
C16	72.70'	241.00'	72.70'	S09°48'26"E	C53	39.27'	25.00'	35.36'	S43°50'04"W
C17	39.27'	25.00'	35.36'	S46°09'56"E	C54	39.27'	25.00'	35.36'	S43°50'04"W
C18	39.27'	25.00'	35.36'	N43°50'04"E	C55	177.09'	209.00'	171.84'	N66°53'31"W
C19	39.27'	25.00'	35.36'	N46°09'56"W	C56	66.81'	209.00'	66.53'	N33°27'37"W
C20	24.81'	25.00'	23.80'	S60°24'13"W	C57	39.27'	25.00'	35.36'	N20°41'52"E
C21	256.32'	50.00'	54.67'	N01°09'56"W	C58	84.40'	209.00'	83.82'	N77°15'58"E
C22	24.81	25.00'	23.80'	S62°44'06"E	C59	39.27'	25.00'	35.36'	S46°09'56"E
C23	18.42'	25.00	18.01'	N67°43'31"E	C60	39.27'	25.00'	35.36'	S43°50'04"W
C24	159.77'	50.00'	99.91'	S41°49'43"E	C61	34.96'	25.00'	32.18'	N51°06'04"W
C25	21.91'	25.29'	21.23'	S23°48'01"W	C62	204.31'	45.00'	68.88'	S38°53'56"W
C26	22.10'	25.00'	21.39'	S26°29'44"E	C63	39.27'	25.00'	35.36'	S46°09'56"E
C27	111.40'	50.00'	89.75'	S75°40'06"W	C64	39.27'	25.00'	35.36'	S43°50'04"W
C28	22.10'	25.00'	21.39'	N65°50'08"W	C65	97.32'	241.00'	96.66'	S77°15'58"W
C29	39.27'	25.00'	35.36'	N43°50'04"E	C66	39.27'	25.00'	35.36'	N69°18'08"W
C30	24.56'	25.00'	23.58'	S29°18'22"E	C67	39.27'	25.00'	35.36'	N20°41'52"E
C31	152.66'	50.00'	99.90'	S30°01'19"W	C68	124.78'	309.00'	123.93'	N77°15'58"E
C32	22.60'	25.00'	21.84'	N88°24'20"W	C69	39.27'	25.00'	35.36'	S46°09'56"E
C33	22.10'	25.00'	21.39'	S40°22'04"W	C70	39.27'	25.00'	35.36'	S20°41'52"W
C34	166.96'	50.00'	99.51'	N69°18'08"W	C71	84.40'	209.00'	83.82'	S77°15'58"W
C35	22.10'	25.00'	21.39'	N01°01'40"E	C72	39.27'	25.00'	35.36'	N46°09'56"W
C36	39.27'	25.00'	35.36'	N69°18'08"W	C73	39.68'	34.00'	37.46'	N32°15'58"E
C37	39.27'	25.00'	35.36'	S20°41'52"W	C74	35.32'	25.00'	32.53'	S69°18'08"E

PLOT DATE: Thu, 16 Mar 2023 FILE: P:\17\21-B\0BY MEADOWS\BIXBY MEADOWS

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSON BY THESE PRESENTS:

THAT WEST AVENUE INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND IN THE WEST HALF (W/2) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1324.62 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF (S/2) OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION TWENTY-ONE (21) AND THE POINT OF BEGINNING. THENCE NORTH 89°05'18" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF (S/2) OF THE NORTHWEST QUARTER, A DISTANCE OF 2069.88 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 446.16 FEET; THENCE SOUTH 17°38'45" WEST A DISTANCE OF 203.48 FEET; THENCE SOUTH 88°50'04" WEST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 01°09'56" EAST, A DISTANCE OF 739.23 FEET; THENCE SOUTH 60°32'17" WEST, A DISTANCE OF 399.92 FEET; THENCE SOUTH 65°37'56" WEST, A DISTANCE OF 1000.00 FEET; THENCE SOUTH 52°01'57" WEST, A DISTANCE OF 540.61 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21); THENCE NORTH 01°10'21" WEST ALONG THE WEST LINE OF SAID SECTION TWENTY-ONE (21), A DISTANCE OF 434.96 FEET; THENCE NORTH 88°59'15" EAST, A DISTANCE OF 330.00 FEET; THENCE NORTH 01°10'21" WEST, A DISTANCE OF 330.05 FEET; THENCE SOUTH 88°59'31" WEST A DISTANCE OF 330.02 FEET TO THE WEST LINE OF SAID SECTION TWENTY-ONE (21), THENCE NORTH 01°09'56" WEST ALONG SAID WEST LINE, A DISTANCE OF 1529.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,187,686 SQUARE FEET OR 73.18 ACRES.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO EIGHTY SIX LOTS AND RESERVE AREAS "A", "B", "C", IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "BIXBY MEADOWS", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA.

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER DOES HEREBY 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, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ANY 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 HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE STREETS AND UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES, WHICH DO NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE UTILITY EASEMENTS ALONG SOUTH HARVARD AVENUE. ALL OTHER SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES 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 SERVICE PEDESTAL, TRANSFORMER OR GAS SERVICE LINE TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT 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 AND EFFECTIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING FIVE 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.
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 OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THEIR LOT 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 SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FOR IN THIS PARAGRAPH I.B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. 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 SEWERS LOCATED ON THEIR LOT.
2. WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF BIXBY WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA OR IT'S SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, 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, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR IT'S SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENTWAYS 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.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.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

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS 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 THE GAS SERVICE.
2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, OR HIS AGENTS OR CONTRACTORS.
3. ONG'S EASEMENT(S) RECORDED IN DOCUMENT NO. 937257 REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE DATE RIGHT OF WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT OF WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.D SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH I.E SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

G. FENCE AND LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "F/E" OR "FENCE EASEMENT" AND SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF BIXBY MEADOWS HOMEOWNERS ASSOCIATION. THE FENCE 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 PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN BIXBY MEADOWS, WHICH CONTAIN SUCH EASEMENTS.

H. RESERVE AREAS

1. THE USE OF RESERVE AREA A IS DEDICATED ON THE PLAT FOR THE SUBDIVISION WITH THE PRIMARY USE OF STORMWATER DETENTION FACILITIES AND WITH ADDITIONAL USE AS OPEN SPACE, FENCING, AND LANDSCAPING, AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA A WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS AND SHALL NOT INTERFERE WITH THE DESIGNED PURPOSE OF THE DETENTION FACILITIES.
2. THE USE OF RESERVE AREA B DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BIXBY ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN FLOODPLAIN AREAS.
3. THE USE OF RESERVE AREA C DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING AND LANDSCAPING AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OF RESERVE AREA C WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION.

I. DRAINAGE EASEMENTS

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BIXBY, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS ANY AREAS DESIGNATED ON THE PLAT AS "DRAINAGE EASEMENTS" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES CONSTRUCTED IN ANY DRAINAGE EASEMENT SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE BIXBY, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF ANY GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE CITY OF BIXBY, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE APPROVAL. FENCING IS ALLOWED IN THE DRAINAGE EASEMENTS IF THE BOTTOM OF AN OPAQUE FENCE IS 6 INCHES ABOVE THE GRADE AND DOES NOT RESTRICT OVERLAND FLOW THROUGH THE EASEMENT, OR IF A NON-OPAQUE FENCE (CHAIN LINK, SPLIT RAIL, WROUGHT IRON FENCE) IS USED.
4. ANY DRAINAGE EASEMENTS AREAS AS DEPICTED ON THE ACCOMPANYING PLAT, SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ON WHOSE LOTS THE EASEMENTS LIE AND BY THE HOMEOWNERS' ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BIXBY, OKLAHOMA, IN THE EVENT THE LOT OWNER(S) OR THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN DRAINAGE EASEMENTS OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREA, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BIXBY, OKLAHOMA MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION. IN THE EVENT THE LOT OWNER(S) OR HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF 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 OWNER(S) OR HOMEOWNERS ASSOCIATION. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE JUDICIALLY FORECLOSED BY THE CITY OF BIXBY.

J. MINIMUM BUILDING SETBACKS AND YARDS

1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

I. LIMIT OF NO ACCESS

THE UNDERSIGNED OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH HARVARD AVENUE WITHIN THE BOUNDS DESIGNATED "LNA" OR "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT.

SECTION II. PRIVATE RESTRICTIONS

FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF BIXBY MEADOWS, AND FOR THE PURPOSE OF MAINTAINING COMPATIBILITY OF THE IMPROVEMENTS THEREIN, 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.

I. ARCHITECTURAL COMMITTEE - PLAN REVIEW

NO BUILDING, STRUCTURE, FENCE, WALL, FREE STANDING MAILBOX SWIMMING POOL, OR CONCRETE DRIVEWAY SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BIXBY MEADOWS LLC, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE" FOR EACH BUILDING OR STRUCTURE, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A PLOT PLAN DEPICTING THE FACING OF THE BUILDING, DRAINAGE AND GRADING PLANS, AND EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 10 DAYS AFTER THE SUBMISSION, OR 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. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED TO BE A WAIVER OF ANY RESTRICTION.

THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE 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 OF OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE ARCHITECTURAL COMMITTEE'S APPROVAL OF BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. 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 ENTITLES TO PROSECUTE.

THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT, IN THEIR SOLE DISCRETION AND WITHOUT JOINDER OF ANY OWNER AT ANY TIME SO LONG AS OWNER/DEVELOPER IS THE OWNER OF ANY LOT TO AMEND, REVISE, OR ABOLISH ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS IN THIS SECTION III BY AN INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY THEM AS THE ARCHITECTURAL COMMITTEE AND FILED IN THE COUNTY CLERK'S OFFICE IN THE COURTHOUSE OF TULSA COUNTY, STATE OF OKLAHOMA.

THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON JANUARY 1, 2029, BE DEEMED TRANSFERRED TO THE ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE ASSOCIATION BY THE OWNER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

Bixby Meadows

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA BEING A PART OF THE W/2 OF SECTION TWENTY-ONE (21), TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN.

OWNER/DEVELOPER

WEST AVENUE INVESTMENTS, LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918.258.6161
ATTN: MR. GLENN SHAW

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318 EXP. JUNE 30, 2022
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288

J. FLOOR AREA

DWELLINGS SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA, ONE AND ONE-HALF (1 ½) OR TWO (2) STORY DWELLING SHALL HAVE A MINIMUM 0F 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA; PROVIDED HOWEVER, THE FIRST FLOOR SHALL HAVE A MINIMUM OF 2000 SQUARE FEET OF FINISHED HEATED LIVING AREA. THE COMPUTATION OF SQUARE FEET OF LIVING AREA SHALL EXCLUDE GARAGES, OPEN SPACES AND BREEZEWAYS.

K. 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 SHALL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL. ALL COMMERCIAL VEHICLES SHALL BE PARKED INSIDE A LOT OWNER'S GARAGE UNLESS PERFORMING REPAIR, CONSTRUCTION OR MAINTENANCE.

L. FOUNDATIONS

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

M. MASONRY

SEVENTY-FIVE (75%) OF THE SURFACE OF THE FIRST FLOOR PLATE LINE OF EXTERIOR WALLS (EXCLUDING WINDOWS AND DOORS) SHALL BE BRICK, STONE OR STUCCO, EXCEPT UNDER COVERED PORCHES AND PATIOS.

N. WINDOWS

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

O. ROOF FLASHING

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

P. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12, PROVIDED HOWEVER, THAT A SHED ROOF OVER A PORCH OR DORMER SHALL HAVE A ROOF PITCH OF NO LESS THAN 4/12. ALL OTHER ROOF COMBINATIONS WILL REQUIRE ARCHITECTURAL COMMITTEE APPROVAL.

Q. ROOFING MATERIALS

ROOFING SHALL BE SELF-SEALING CERTAINTEED LANDMARK WEATHERWOOD COLOR COMPOSITION SHINGLES OR EQUIVALENT; PROVIDING HOWEVER, IN THE EVENT SUCH ROOFING SHOULD HEREINAFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON A DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND QUALITY WHICH IS COMPATIBLE WITH THE ROOFING FIRST DESCRIBED.

R. ON-SITE CONSTRUCTION

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

S. OUTBUILDING

OUTDOOR STORAGE BUILDINGS ARE NOT PERMITTED. OTHER OUTBUILDINGS, SUCH AS GAZEBOS, CABANAS, OR DETACHED GARAGES SHALL BE PERMITTED SUBJECT TO THE APPROVAL OF THE LOCATION, STYLE AND MATERIALS USED IN THE CONSTRUCTION BY THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION, AND PROVIDING THAT THE OUTBUILDING IS COMPATIBLE IN MATERIAL AND STYLE WITH THE PRIMARY RESIDENCE. NO OUTBUILDING SHALL BE ERECTED IN A LOCATION ON THE LOT THAT THE ARCHITECTURAL COMMITTEE DETERMINES WOULD REASONABLY OBSTRUCT THE VIEW OF A WATER FEATURE OR A GREENBELT FROM ANOTHER LOT.

T. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

U. INTERIOR FENCING

INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE OF THE LOT, AND IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING. INTERIOR FENCES OR WALLS SHALL BE OF WOOD, BRICK, STUCCO, NATURAL STONE OR WROUGHT IRON. CHAIN LINK, BARBED WIRE, MESHED OR OTHER METAL FENCING IS SPECIFICALLY PROHIBITED. NO INTERIOR FENCE OR WALL SHALL EXCEED SIX (6) FEET IN HEIGHT. WOOD FENCING SHALL BE CAPPED AND HAVE THE SMOOTH SIDE FACING THE STREET. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

V. PERIMETER FENCING

THE OWNER/DEVELOPER SHALL INSTALL PERIMETER FENCING ON NORTH, EAST AND SOUTH PROPERTY LINES OF THE SUBDIVISION. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE FOR SAID FENCING ABUTTING THEIR LOT.

W. ANTENNAS

EXTERIOR TELEVISION, "CB", RADIO OR OTHER TYPES OF ANTENNA SHALL BE PROHIBITED, PROVIDED HOWEVER, SATELLITE DISHES OR SIMILAR OUTSIDE ELECTRONIC RECEPTION DEVICES NOT EXCEEDING 20 INCHES IN DIAMETER AND NOT VISIBLE FROM THE FRONT BOUNDARY OF THE LOT, SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, APPROVE A WAIVER OF THE FOREGOING RESTRICTIONS.

P. LOT MAINTENANCE AND LANDSCAPING

EACH LOT SHALL BE PROFESSIONALLY LANDSCAPED AND FULLY SODDED PRIOR TO OCCUPANCY. EACH LOT SHALL INSTALL, OPERATE, AND MAINTAIN AN UNDERGROUND, PERMANENT IRRIGATION SYSTEM THAT COVERS THE FULL LOT. EACH LOT SHALL BE REQUIRED TO INSTALL AND MAINTAIN, AT LEAST ONE TREE IN THE FRONT YARD, MINIMUM 2" IN DIAMETER.

THE ASSOCIATION SHALL SELECT A VENDOR FOR YARD MAINTENANCE AS A PORTION OF THE LOT OWNER'S DUES. THE LOT OWNERS AUTHORIZE ANY SUCH VENDOR SELECTED BY THE HOMEOWNER'S ASSOCIATION TO ACCESS THE LOTS IN ORDER TO PERFORM YARD MAINTENANCE AND LANDSCAPING SERVICES. ANY LOT OWNER THAT OPTS OUT OF THIS SERVICE WILL NOT RECEIVE ANY DUES REDUCTION. LOTS THAT OPT OUT OF THIS SERVICE ARE REQUIRED TO MAINTAIN THEIR LOTS TO THE SUBDIVISION STANDARD. NO ADDITIONAL OUTSIDE YARD VENDORS THAT PERFORM SIMILAR YARD MAINTENANCE SERVICES ARE ALLOWED.

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.

Q. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS, MOTORHOMES AND SIMILAR RECREATIONAL EQUIPMENT SHALL NOT BE STORED ON ANY LOT FOR A PERIOD EXCEEDING 24 HOURS IF IN VIEW FROM AN ADJOINING STREET OR FROM AN ADJOINING LOT.

R. CLOTHESLINES AND TRASH RECEPTACLES

EXTERIOR CLOTHESLINE POLES OR OTHER OUTDOOR DRYING APPARATUS ARE PROHIBITED, GARBAGE CANS AND OTHER TRASH RECEPTACLES SHALL BE OUT OF VIEW FROM ANY ADJOINING STREET OR FROM ANY ADJOINING LOT EXCEPT DURING REASONABLE TIMES NECESSARY TO PERMIT CURBSIDE PICKUP. ONLY ONE COMMERCIAL TRASH SERVICE AT ANY TIME SHALL BE PERMITTED TO OPERATE WITHIN THE SUBDIVISION. SAID TRASH SERVICE SHALL BE DESIGNATED BY THE BOARD OF THE ASSOCIATION.

S. MAILBOXES

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

T. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD, OR KEPT EXCEPT THAT TWO DOGS, TWO CATS, OR OTHER CUSTOMARY HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT USED FOR COMMERCIAL PURPOSES. FOR THE PURPOSES OF THIS PARAGRAPH III.T, POT-BELLIED PIGS, PONIES AND KANGAROOS ARE NOT CUSTOMARY HOUSEHOLD PETS.

U. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE, OR MAY BECOME ANY ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

V. SIGNAGE

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

W. MATERIALS AND STORAGE

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

X. SPORTING EQUIPMENT, PLAY STURCTURES/TRAMPOLINES

NO BASKETBALL GOALS OR OTHER SPORTING EQUIPMENT SHALL BE VISIBLE FROM THE STREET. PLAY STRUCTURES AND TRAMPOLINES ARE RESTRICTED TO BACK AND SIDE YARDS AND MUST BE SETBACK A MINIMUM OF FIVE FEET (5 FT.) FROM ALL PROPERTY LINES. PLAY STRUCTURES IN EXCESS OF TEN FEET (10 FT.) IN HEIGHT MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE PRIOR TO INSTALLATION. TRAMPOLINES ARE PERMITTED IN REAR YARDS PROVIDED THEY DO NOT EXCEED SIX FEET (6 FT.) IN HEIGHT AND ARE OUT OF VIEW OF ADJOINING LOT OWNERS.

Y. ON STREET PARKING LIMITATIONS

ON - STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON- STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION. COMMERCIAL VEHICLES PERFORMING MAINTENANCE AND REPAIRS SHALL NOT EXCEED 24 HOURS AT ANY ONE PERIOD OF TIME.

SECTION III. HOMEOWNERS ASSOCIATION

A. FORMATION OF HOMEOWNERS ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED THE ASSOCIATION OF THE OWNERS OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF THE SUBDIVISION , INCLUDING BUT WITHOUT LIMITATION, RESERVE "A & B" AND THE FENCE EASEMENT FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF BIXBY MEADOWS. THE DETAILS OF ASSOCIATION MEMBERSHIP, INCLUDING ASSESSMENTS SHALL BE ESTABLISHED BY A DECLARATION RECORDED OR TO BE RECORDED IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA.

B. MANDATORY MEMBERSHIP

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF THE RESIDENTIAL LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A RESIDENTIAL LOT WITHIN BIXBY MEADOWS SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE PRIVATE STREETS, STORMWATER DETENTION FACILITIES, FENCE EASEMENT AND OTHER COMMON AREAS OF THE SUBDIVISION.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO AND WHETHER OR NOT THEREIN SO STATED, THE COVENANTS WITHIN SECTION I, SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II, PRIVATE RESTRICTIONS AND SECTION IV, HOMEOWNERS ASSOCIATION SHALL INURE ONLY TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNERS OF THE RESIDENTIAL LOTS AND/OR THE ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, THE SUPPLIER OF UTILITY SERVICE AND/OR THE CITY OF BIXBY, OKLAHOMA MAY BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IF THE UNDERSIGNED OWNER/ DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II OR SECTION III, IT SHALL BE LAWFUL FOR ANY PERSON OWNING ANY RESIDENTIAL LOT WITHIN BIXBY MEADOWS AND/OR THE ASSOCIATION TO BRING AN ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES. IN ANY JUDICIAL ACTION TO ENFORCE THE PROVISIONS OF SECTION II OR SECTION III, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

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 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, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY WEST AVENUE INVESTMENTS, LLC DURING SUCH PERIOD THAT WEST AVENUE INVESTMENTS, LLC IS THE OWNER OF AT LEAST 5 RESIDENTIAL LOTS WITHIN BIXBY MEADOWS OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE RESIDENTIAL LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY WEST AVENUE INVESTMENTS, LLC (DURING ITS OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE RESIDENTIAL LOTS WITHIN BIXBY MEADOWS, THE INSTRUMENT EXECUTED BY WEST AVENUE INVESTMENTS, LLC SHALL PREVAIL DURING THE TIME OF WEST AVENUE INVESTMENTS, LLC'S OWNERSHIP OF AT LEAST 5 RESIDENTIAL LOTS, THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGEMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART HEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, WEST AVENUE INVESTMENTS, LLC HAS EXECUTED THIS INSTRUMENT THE ____DAY OF _____, 2023.

WEST AVENUE INVESTMENTS, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___ DAY OF _____, 2023, BY GLENN SHAW, MANAGER OF WEST AVENUE INVESTMENTS, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, JAY P. BISSELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "BIXBY MEADOWS" A SUBDIVISION OF THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND 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.

_____
JAY P. BISSELL
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1318

REGISTERED LAND SURVEYOR
JAY P. BISSELL
L.S. 1318
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED JAY P. BISSELL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2023
COMMISSION NUMBER: 19011877

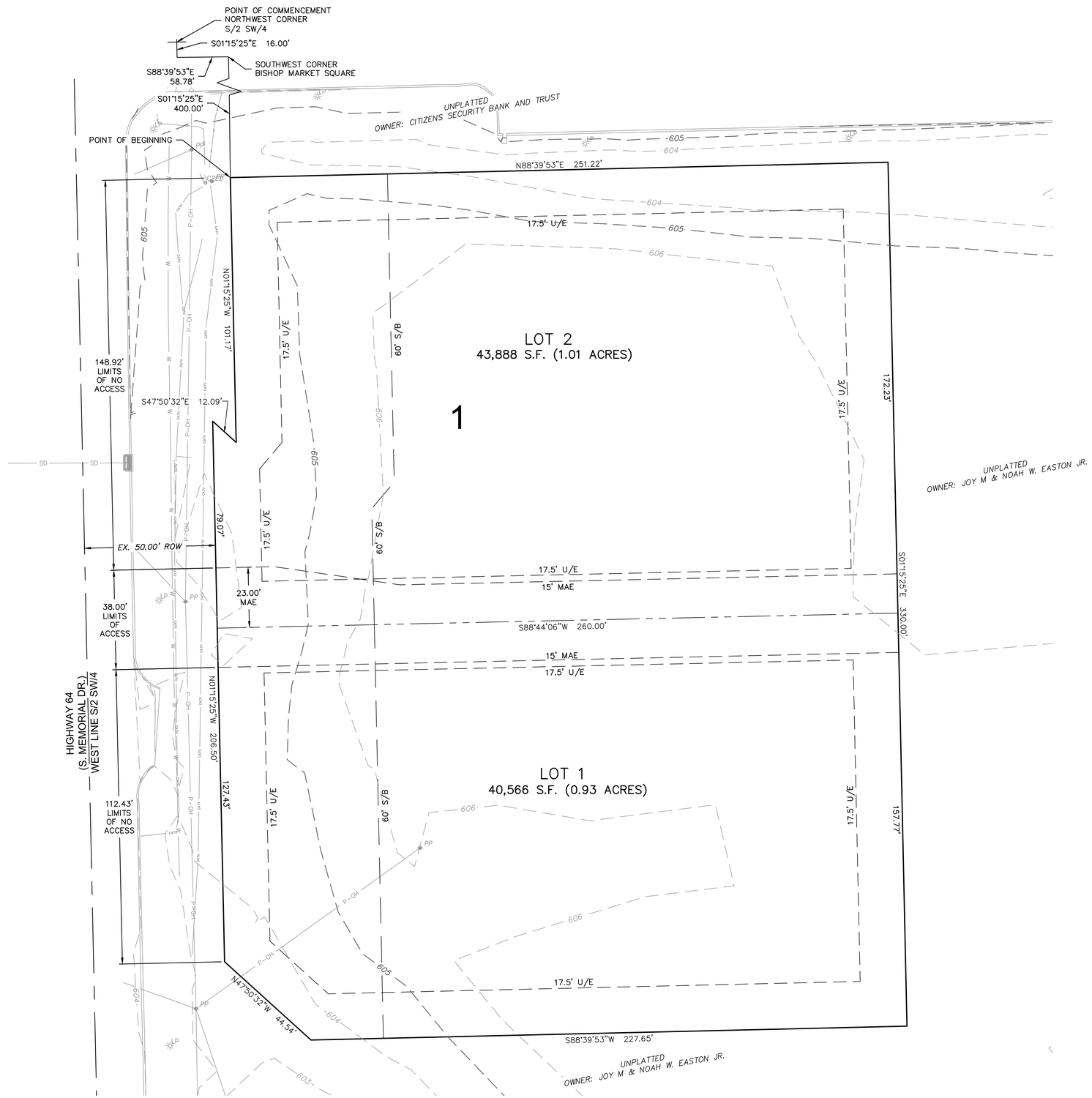
ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2023

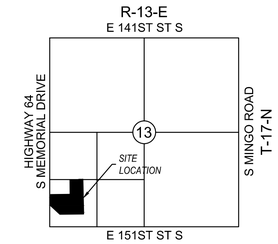
PLOT DATE: Thu, 16 Mar 2023 FILE: P:\17\13\21-BIXBY MEADOWS\BIXBY MEADOWS

PRELIMINARY PLAT

GOLDEN HORSESHOE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE S/2 OF THE SW/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA





LOCATION MAP

SCALE: 1"=2000'

N

0' 10' 20' 40'

SCALE IN FEET

ZONING REQUIREMENTS

CURRENT ZONING:	IL - INDUSTRIAL LIGHT DISTRICT
PROPOSED ZONING:	CS - SHOPPING CENTER DISTRICT
MIN. FRONTAGE	
ARTERIAL:	150.00'
NOT AN ARTERIAL:	50.00'
BUILDING SETBACK:	60.00'
FLOOR AERA RATIO (MAX.):	0.50
SETBACK FROM CENTERLINE OF ARTERIAL:	50.00'
MAX. BUILDING HEIGHT:	70.00' OR 5 STORIES

PLAT DATA

SUBDIVISION CONTAINS
2 LOTS ON 1 BLOCK

TOTAL AREA
84,453.35 S.F.
(1.94 ACRES)

FEMA INFORMATION

FIRM PANEL 40143C0434L
10/16/2012
ZONE X

LEGEND AND ABBREVIATIONS

	PROPOSED STREET CENTERLINE
	SECTION LINE / ¼ SECTION LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED LOT LINE
	PROPOSED RIGHT OF WAY
	PROPOSED EASEMENT LINE
	PROPOSED BUILDING SETBACK
	EXISTING LOT LINES
	EXISTING EASEMENT LINE
EX.	EXISTING
B/L	BUILDING LINE
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
MAE	MUTUAL ACCESS EASEMENT
S/B	BUILDING SETBACK

OWNER:
GOLDEN HORSESHOE DEVELOPMENT, LLC
JIM ROBERTS, MANAGER
801 W. 91st ST.
TULSA, OK 74132
918-284-7552
EMAIL: JIMROBERTS@SBCGLOBAL.NET

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2023
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
FRITZ LAND SURVEYING, LLC
ANDY FRITZ, PLS
OK C.A. No. 5848 (LS)
EXPIRES JUNE 30, 2024
2017 W. 91st ST.
TULSA, OK 74132
918-231-0575

UTILITY PROVIDERS

CITY OF BIXBY
WATER & SANITARY SEWER DEPARTMENT
ATTN: JUSTIN DOWD
116 W. NEEDLES
P.O. BOX 70
BIXBY, OKLAHOMA 74008
918.366.4430

OKLAHOMA NATURAL GAS COMPANY
ATTN: BRANDON RAINBOLT
5848 EAST 15TH STREET
SERVICE CENTER TULSA, OKLAHOMA 74112
OFFICE 918.947.7098
CELL 918.629.1072

OG+E
ATTN: KEITH MELSON
18511 W. HWY. 33
SAPULPA, OK 74066
OFFICE 918.227.6206
CELL 918.290.1368

AT&T
ATTN: KEVIN BENDER
15901 E. SKELLY DR.
TULSA, OKLAHOMA 74116
OFFICE 539.444.1073
CELL 918.859.9147

PRELIMINARY PLAT

GOLDEN HORSESHOE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE S/2 OF THE SW/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

GOLDEN HORSESHOE DEVELOPMENT, LLC, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER (S/2 SW/4) OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE S/2 OF THE SW/4;

THENCE SOUTH 01°15'25" EAST ALONG THE WEST LINE OF THE S/2 OF THE SW/4 FOR 16.00 FEET;

THENCE NORTH 88°39'53" EAST FOR 58.78 FEET TO THE SOUTHWEST CORNER OF BISHOP MARKET SQUARE, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6896;

THENCE SOUTH 01°15'25" EAST PARALLEL WITH AND 58.78 FEET EAST OF THE WEST LINE OF THE S/2 OF THE SW/4 FOR 400.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°39'53" EAST FOR 251.22 FEET;

THENCE SOUTH 01°15'25" EAST FOR 330.00 FEET;

THENCE SOUTH 88°39'53" WEST FOR 227.65 FEET TO A POINT ON THE CENTERLINE OF THE ABANDONED MIDLAND VALLEY RAILROAD AND THE NORTH LINE OF TIDAL WAVE ADDITION, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6943;

THENCE NORTH 47°50'32" WEST ALONG THE NORTH LINE OF THE TIDAL WAVE ADDITION FOR 44.54 FEET TO THE NORTHERN MOST CORNER OF TIDAL WAVE ADDITION;

THENCE NORTH 01°15'25" WEST PARALLEL WITH AND 50.0 FEET EAST OF THE WEST LINE OF THE S/2 OF THE SW/4 FOR 206.50 FEET;

THENCE SOUTH 47°50'32" EAST FOR 12.09 FEET;

THENCE NORTH 01°15'25" WEST PARALLEL WITH AND 58.78 FEET EAST OF THE WEST LINE OF S/2 OF THE SW/4 FOR 101.17 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREON CONTAINS 1.94 ACRES, MORE OR LESS.

AND HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, AND DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO TWO (2) LOTS AND ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "GOLDEN HORSESHOE" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "GOLDEN HORSESHOE" OR THE "SUBDIVISION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY 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 FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO 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 RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE HERE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B 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.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICES

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER AND 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 HIS LOT, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 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

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS 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.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS
3. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE AND UNDERGROUND DRAINAGE

1. EACH LOT SHALL RECEIVE AND DRAIN. IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM PROPERTIES WITHIN THE SUBDIVISION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.
2. DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA.

F. OFF-SITE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM OFF-SITE PROPERTIES AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM OFF-SITE PROPERTIES THROUGH THE SUBDIVISION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. LIMITS OF NO ACCESS

THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO S. MEMORIAL DRIVE 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 CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, 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.

I. MUTUAL ACCESS EASEMENT

THE OWNERS OF THE TRACTS IN WHICH THE EASEMENTS ARE LOCATED HEREIN ESTABLISH, FOR THE BENEFIT OF THE OWNERS AND THEIR RESPECTIVE SUCCESSORS IN TITLE TO THE LOTS WITHIN THE SUBDIVISION, A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN PASSAGE TO AND FROM THE LOTS WITHIN THE SUBDIVISION TO AND FROM S. MEMORIAL DRIVE, AND TO AND FROM ANY OTHER PUBLIC OR PRIVATE ROADWAY OR ACCESS EASEMENT ADJACENT TO THE SUBDIVISION, ON, OVER AND ACROSS THE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "MUTUAL ACCESS EASEMENT". THE MAINTENANCE OF THE MUTUAL ACCESS EASEMENT WILL BE THE RESPONSIBILITY OF A PROPERTY OWNERS ASSOCIATION THAT WILL BE FORMED BY THE OWNERS. A SEPARATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION WILL BE RECORDED AT TULSA COUNTY CLERK OFFICE.

J. MUTUAL PARKING PRIVILEGES

ALL LOTS WITHIN THIS SUBDIVISION MAY ALLOW THEIR EXCESS PARKING SPACES TO BE USED BY PATRONS OF ADJACENT LOTS. THE MAINTENANCE OF THESE SHARED PARKING SPACES SHOULD BE AGREED UPON BETWEEN THE AFFECTED LOT OWNERS.

K. MAINTENANCE OF LOTS

EACH OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL PORTIONS OF ITS LOT AND ANY STRUCTURE CONSTRUCTED ON THAT LOT, INCLUDING WITHOUT LIMITATION, ALL IMPROVEMENTS, UTILITIES, DRAINAGE, PAVING, LANDSCAPING, AND BUILDINGS. EACH OWNER IS REQUIRED TO UPKEEP ITS LOT FREE OF TRASH, DEBRIS, AND LITTER.

SECTION II. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE "GOLDEN HORSESHOE" (HEREINAFTER REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION") TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF "GOLDEN HORSESHOE", INCLUDING BUT WITHOUT LIMITATION FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "GOLDEN HORSESHOE". THE DETAILS OF MEMBERSHIP IN THE PROPERTY OWNERS' ASSOCIATION SHALL BE ESTABLISHED BY ITS ORGANIZATIONAL DOCUMENTS, INCLUDING BUT NOT NECESSARILY LIMITED TO ARTICLES OF INCORPORATION AND BYLAWS.

B. ASSESSMENT

THE RECORD OWNER OR OWNERS OF EACH LOT WITHIN "GOLDEN HORSESHOE" SHALL BE SUBJECT TO ASSESSMENT BY THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE MUTUAL ACCESS EASEMENTS, DRIVES, AND PARKING AREAS. EACH LOT SHALL BE RESPONSIBLE FOR A PART OF THE TOTAL ASSESSMENT FOR SUCH PURPOSES AS DETERMINED BY THE PROPERTY OWNERS' ASSOCIATION. THE PART ALLOCATED TO EACH LOT SHALL EQUAL THE TOTAL ASSESSMENT MULTIPLIED BY A FRACTION WHOSE NUMERATOR IS THE TOTAL AREA OF THE LOT IN SQUARE FEET AND WHOSE DENOMINATOR IS THE TOTAL AREA OF "GOLDEN HORSESHOE" IN SQUARE FEET.

C. LIEN FOR UNPAID ASSESSMENT

ANY LOT WHOSE OWNER FAILS TO PAY ITS ASSESSMENT WHEN DUE SHALL BE SUBJECT TO A LIEN FOR THE AMOUNT OF SUCH UNPAID ASSESSMENT, AND SUCH LIEN SHALL ACCRUE INTEREST AT THE SAME RATE AS JUDGMENTS AS PUBLISHED IN THE OKLAHOMA BAR JOURNAL OR IF THE JUDGMENT INTEREST RATE IS NO LONGER PUBLISHED IN SAID OKLAHOMA BAR JOURNAL THEN AT A RATE OF INTEREST EQUAL TO SOME OTHER PUBLICLY RECOGNIZED STANDARD CHOSEN BY THE PROPERTY OWNERS' ASSOCIATION. HOWEVER, THIS LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE THAT IS RECORDED PRIOR TO THE DATE SUCH LIEN BECAME DUE.

D. LOT MAINTENANCE

EACH LOT OWNER, TENANT, OR OCCUPANT SHALL KEEP ITS BUILDINGS, IMPROVEMENTS AND APPURTENANCES IN A SAFE, CLEAN, MAINTAINED, NEAT AND WHOLESOME CONDITION. EACH SUCH OWNER, TENANT, OR OCCUPANT SHALL REMOVE, AT ITS OWN EXPENSE, ANY RUBBISH OR TRASH OF ANY CHARACTER WHICH MAY ACCUMULATE ON THEIR LOT. RUBBISH, TRASH, GARBAGE, OR OTHER WASTE SHALL BE KEPT ONLY IN SUITABLE, CLEAN, AND SANITARY CONTAINERS AND EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS.

SECTION III. 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 OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 1. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF THE OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. IF ANY OF THE OWNERS OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I & II, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF ANY PART OF THE SUBDIVISION, OR THE 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. IF ANY OF THE OWNERS, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III IT SHALL BE LAWFUL FOR ANY OWNER OF ANY PART OF THE SUBDIVISION, OR THE 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 ANY PART OF THE SUBDIVISION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS II, OR III, 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 AND COVENANTS, 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 RESTRICTIONS AND COVENANTS CONTAINED WITHIN SECTION 1. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION III, PROPERTY OWNER'S ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY ENCORE II, LLC DURING SUCH PERIOD THAT BIXBY LAND GROUP, LLC IS THE OWNER OF AT LEAST 75% OF THE LOTS WITHIN "GOLDEN HORSESHOE" AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS; OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II, OR SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY GOLDEN HORSESHOE DEVELOPMENT, LLC (DURING ITS OWNERSHIP OF AT LEAST 75% OF THE LOTS WITHIN THE SUBDIVISION), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE LOTS IN THE SUBDIVISION, THE INSTRUMENT EXECUTED BY GOLDEN HORSESHOE DEVELOPMENT, LLC 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.

PRELIMINARY PLAT

GOLDEN HORSESHOE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE S/2 OF THE SW/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

IN WITNESS WHEREOF, GOLDEN HORSESHOE DEVELOPMENT, LLC, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023.

GOLDEN HORSESHOE DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY:_____
MANAGING MEMBER

STATE OF OKLAHOMA)
) S.S.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2023,

BY _____ AS A MANAGING MEMBER OF GOLDEN HORSESHOE DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I ANDY FRITZ OF TULSA COUNTY, STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, 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 "GOLDEN HORSESHOE", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS _____ DAY OF _____, 2023.

_____
ANDY FRITZ
FRITZ LAND SURVEYING, LLC
LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1694
CA #5848 RENEWAL DATE JUNE 30TH, 2024

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

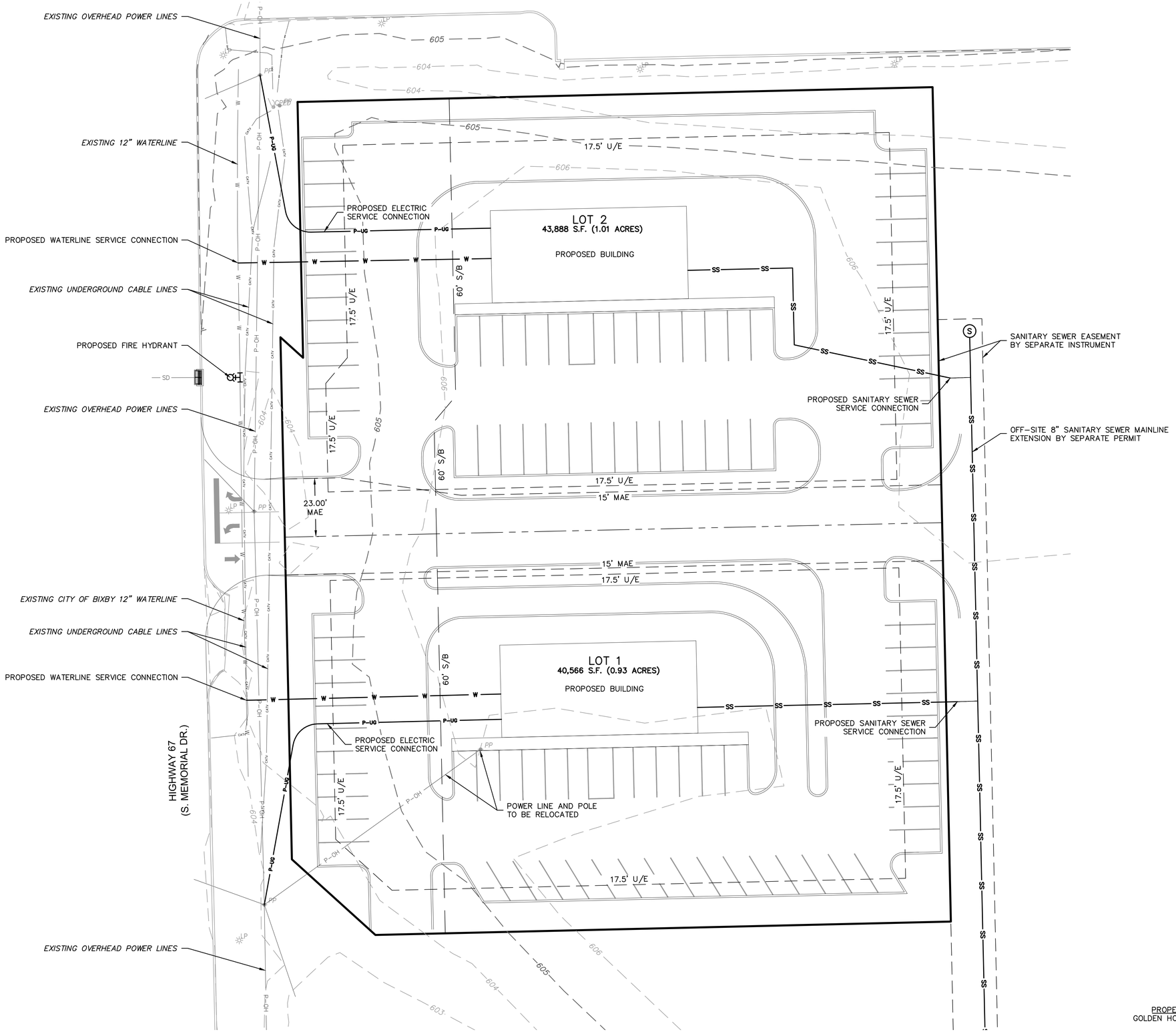
I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED GOLDEN HORSESHOE HAS BEEN FILED INTO TULSA COUNTY RECORDS.

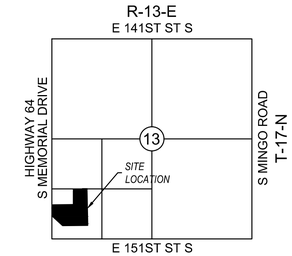
_____
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2022 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS GOLDEN HORSESHOE.

_____
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER





LOCATION MAP
SCALE: 1"=2000'

N

0' 10' 20' 40'
SCALE IN FEET

PROPERTY OWNER/DEVELOPER:
GOLDEN HORSESHOE DEVELOPMENT, LLC
802 W. 91st ST
TULSA, OK 74132
TEL: 918.284.7552
CONTACT: JIM ROBERTS

811 Know what's below. Call before you dig.

olsson
Oklahoma Certificate of Authorization #CA2483 Renewal Date 06-30-2023
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Suite 600
Tulsa, OK 74119
TEL 918.376.4294
www.olsson.com

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
04/03/2023 1:06:47 PM
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REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

CONCEPTUAL UTILITY PLAN

GOLDEN HORSESHOE
INFRASTRUCTURE DEVELOPMENT

BIXBY, OK

2023

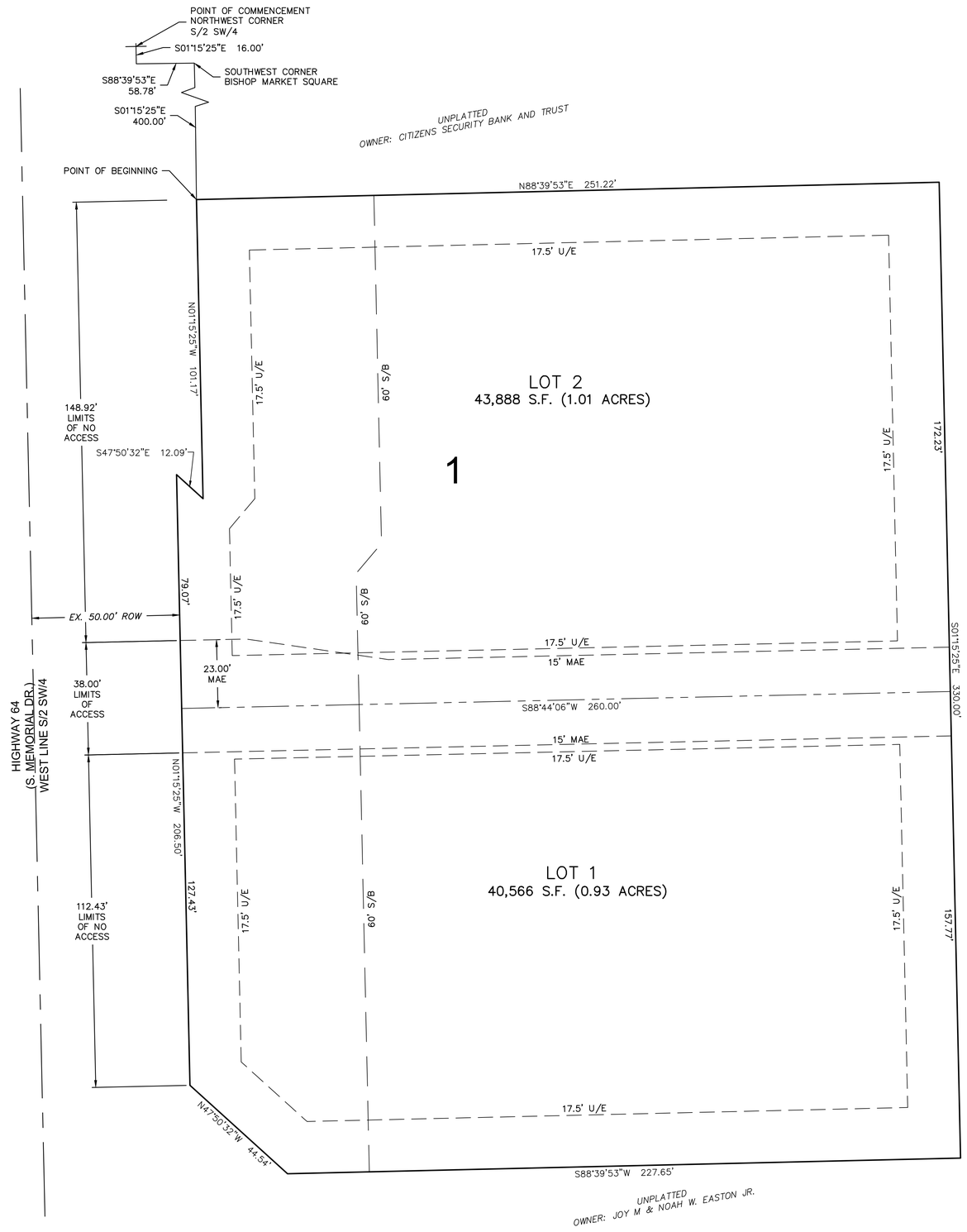
drawn by:
checked by:
approved by:
QA/QC by:
project no.:
drawing no.:
date:

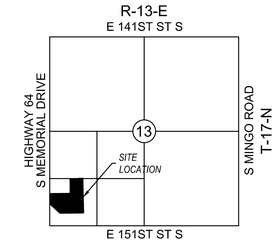
SHEET
EXHIBIT

FINAL PLAT

GOLDEN HORSESHOE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE S/2 OF THE SW/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA





LOCATION MAP

SCALE: 1"=2000'

N

0' 10' 20' 40'

SCALE IN FEET

ZONING REQUIREMENTS

CURRENT ZONING:	IL - INDUSTRIAL LIGHT DISTRICT
PROPOSED ZONING:	CS - SHOPPING CENTER DISTRICT
MIN. FRONTAGE	
ARTERIAL:	150.00'
NOT AN ARTERIAL:	50.00'
BUILDING SETBACK:	60.00'
FLOOR AERA RATIO (MAX.):	0.50
SETBACK FROM CENTERLINE OF ARTERIAL:	50.00'
MAX. BUILDING HEIGHT:	70.00' OR 5 STORIES

PLAT DATA

SUBDIVISION CONTAINS
2 LOTS ON 1 BLOCK

TOTAL AREA
84,453.35 S.F.
(1.94 ACRES)

FEMA INFORMATION

FIRM PANEL 40143C0434L
10/16/2012
ZONE X

LEGEND AND ABBREVIATIONS

	PROPOSED STREET CENTERLINE
	SECTION LINE / ¼ SECTION LINE
	PROPOSED PROPERTY BOUNDARY
	PROPOSED LOT LINE
	PROPOSED RIGHT OF WAY
	PROPOSED EASEMENT LINE
	PROPOSED BUILDING SETBACK
	EXISTING LOT LINES
	EXISTING EASEMENT LINE
EX.	EXISTING
B/L	BUILDING LINE
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
MAE	MUTUAL ACCESS EASEMENT
S/B	BUILDING SETBACK

OWNER:
GOLDEN HORSESHOE DEVELOPMENT, LLC
JIM ROBERTS, MANAGER
801 W. 91st ST.
TULSA, OK 74132
918-284-7552
EMAIL: JIMROBERTS@SBCGLOBAL.NET

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2023
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
FRITZ LAND SURVEYING, LLC
ANDY FRITZ, PLS
OK C.A. No. 5848 (LS)
EXPIRES JUNE 30, 2024
2017 W. 91st ST.
TULSA, OK 74132
918-231-0575

UTILITY PROVIDERS

CITY OF BIXBY
WATER & SANITARY SEWER DEPARTMENT
ATTN: JUSTIN DOWD
116 W. NEEDLES
P.O. BOX 70
BIXBY, OKLAHOMA 74008
918.366.4430

OKLAHOMA NATURAL GAS COMPANY
ATTN: BRANDON RAINBOLT
5848 EAST 15TH STREET
SERVICE CENTER TULSA,
OKLAHOMA 74112
OFFICE 918.947.7098
CELL 918.629.1072

OG+E
ATTN: KEITH MELSON
18511 W. HWY. 33
SAPULPA, OK 74066
OFFICE 918.227.6206
CELL 918.290.1368

AT&T
ATTN: KEVIN BENDER
15901 E. SKELLY DR.
TULSA, OKLAHOMA 74116
OFFICE 539.444.1073
CELL 918.859.9147

FINAL PLAT

GOLDEN HORSESHOE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE S/2 OF THE SW/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

GOLDEN HORSESHOE DEVELOPMENT, LLC, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER (S/2 SW/4) OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST, OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE S/2 OF THE SW/4;

THENCE SOUTH 01°15'25" EAST ALONG THE WEST LINE OF THE S/2 OF THE SW/4 FOR 16.00 FEET;

THENCE NORTH 88°39'53" EAST FOR 58.78 FEET TO THE SOUTHWEST CORNER OF BISHOP MARKET SQUARE, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6896;

THENCE SOUTH 01°15'25" EAST PARALLEL WITH AND 58.78 FEET EAST OF THE WEST LINE OF THE S/2 OF THE SW/4 FOR 400.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°39'53" EAST FOR 251.22 FEET;

THENCE SOUTH 01°15'25" EAST FOR 330.00 FEET;

THENCE SOUTH 88°39'53" WEST FOR 227.65 FEET TO A POINT ON THE CENTERLINE OF THE ABANDONED MIDLAND VALLEY RAILROAD AND THE NORTH LINE OF TIDAL WAVE ADDITION, AN ADDITION TO THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6943;

THENCE NORTH 47°50'32" WEST ALONG THE NORTH LINE OF THE TIDAL WAVE ADDITION FOR 44.54 FEET TO THE NORTHERN MOST CORNER OF TIDAL WAVE ADDITION;

THENCE NORTH 01°15'25" WEST PARALLEL WITH AND 50.0 FEET EAST OF THE WEST LINE OF THE S/2 OF THE SW/4 FOR 206.50 FEET;

THENCE SOUTH 47°50'32" EAST FOR 12.09 FEET;

THENCE NORTH 01°15'25" WEST PARALLEL WITH AND 58.78 FEET EAST OF THE WEST LINE OF S/2 OF THE SW/4 FOR 101.17 FEET TO THE POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREON CONTAINS 1.94 ACRES, MORE OR LESS.

AND HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, AND DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO TWO (2) LOTS AND ONE (1) BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "GOLDEN HORSESHOE" A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "GOLDEN HORSESHOE" OR THE "SUBDIVISION").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY 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 FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO 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 RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY-PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE HERE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B 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.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICES

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS OR STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER AND 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 HIS LOT, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH 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

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS 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.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS
3. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
4. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE AND UNDERGROUND DRAINAGE

1. EACH LOT SHALL RECEIVE AND DRAIN. IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM PROPERTIES WITHIN THE SUBDIVISION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.
2. DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE SUBDIVISION SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BIXBY, OKLAHOMA.

F. OFF-SITE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM OFF-SITE PROPERTIES AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE AND DISCHARGE OF STORM WATER RUNOFF FROM OFF-SITE PROPERTIES THROUGH THE SUBDIVISION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BIXBY, OKLAHOMA.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

H. LIMITS OF NO ACCESS

THE OWNERS HEREBY RELINQUISH RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO S. MEMORIAL DRIVE 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 CITY OF BIXBY PLANNING COMMISSION, OR ITS SUCCESSOR, 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.

I. MUTUAL ACCESS EASEMENT

THE OWNERS OF THE TRACTS IN WHICH THE EASEMENTS ARE LOCATED HEREIN ESTABLISH, FOR THE BENEFIT OF THE OWNERS AND THEIR RESPECTIVE SUCCESSORS IN TITLE TO THE LOTS WITHIN THE SUBDIVISION, A PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS EASEMENT FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN PASSAGE TO AND FROM THE LOTS WITHIN THE SUBDIVISION TO AND FROM S. MEMORIAL DRIVE, AND TO AND FROM ANY OTHER PUBLIC OR PRIVATE ROADWAY OR ACCESS EASEMENT ADJACENT TO THE SUBDIVISION, ON, OVER AND ACROSS THE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "MUTUAL ACCESS EASEMENT". THE MAINTENANCE OF THE MUTUAL ACCESS EASEMENT WILL BE THE RESPONSIBILITY OF A PROPERTY OWNERS ASSOCIATION THAT WILL BE FORMED BY THE OWNERS. A SEPARATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION WILL BE RECORDED AT TULSA COUNTY CLERK OFFICE.

J. MUTUAL PARKING PRIVILEGES

ALL LOTS WITHIN THIS SUBDIVISION MAY ALLOW THEIR EXCESS PARKING SPACES TO BE USED BY PATRONS OF ADJACENT LOTS. THE MAINTENANCE OF THESE SHARED PARKING SPACES SHOULD BE AGREED UPON BETWEEN THE AFFECTED LOT OWNERS.

K. MAINTENANCE OF LOTS

EACH OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL PORTIONS OF ITS LOT AND ANY STRUCTURE CONSTRUCTED ON THAT LOT, INCLUDING WITHOUT LIMITATION, ALL IMPROVEMENTS, UTILITIES, DRAINAGE, PAVING, LANDSCAPING, AND BUILDINGS. EACH OWNER IS REQUIRED TO UPKEEP ITS LOT FREE OF TRASH, DEBRIS, AND LITTER.

SECTION II. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE "GOLDEN HORSESHOE" (HEREINAFTER REFERRED TO AS THE "PROPERTY OWNERS' ASSOCIATION") TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING THE COMMON AREAS OF "GOLDEN HORSESHOE", INCLUDING BUT WITHOUT LIMITATION FOR THE FURTHER PURPOSES OF ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF "GOLDEN HORSESHOE". THE DETAILS OF MEMBERSHIP IN THE PROPERTY OWNERS' ASSOCIATION SHALL BE ESTABLISHED BY ITS ORGANIZATIONAL DOCUMENTS, INCLUDING BUT NOT NECESSARILY LIMITED TO ARTICLES OF INCORPORATION AND BYLAWS.

B. ASSESSMENT

THE RECORD OWNER OR OWNERS OF EACH LOT WITHIN "GOLDEN HORSESHOE" SHALL BE SUBJECT TO ASSESSMENT BY THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO THE MUTUAL ACCESS EASEMENTS, DRIVES, AND PARKING AREAS. EACH LOT SHALL BE RESPONSIBLE FOR A PART OF THE TOTAL ASSESSMENT FOR SUCH PURPOSES AS DETERMINED BY THE PROPERTY OWNERS' ASSOCIATION. THE PART ALLOCATED TO EACH LOT SHALL EQUAL THE TOTAL ASSESSMENT MULTIPLIED BY A FRACTION WHOSE NUMERATOR IS THE TOTAL AREA OF THE LOT IN SQUARE FEET AND WHOSE DENOMINATOR IS THE TOTAL AREA OF "GOLDEN HORSESHOE" IN SQUARE FEET.

C. LIEN FOR UNPAID ASSESSMENT

ANY LOT WHOSE OWNER FAILS TO PAY ITS ASSESSMENT WHEN DUE SHALL BE SUBJECT TO A LIEN FOR THE AMOUNT OF SUCH UNPAID ASSESSMENT, AND SUCH LIEN SHALL ACCRUE INTEREST AT THE SAME RATE AS JUDGMENTS AS PUBLISHED IN THE OKLAHOMA BAR JOURNAL OR IF THE JUDGMENT INTEREST RATE IS NO LONGER PUBLISHED IN SAID OKLAHOMA BAR JOURNAL THEN AT A RATE OF INTEREST EQUAL TO SOME OTHER PUBLICLY RECOGNIZED STANDARD CHOSEN BY THE PROPERTY OWNERS' ASSOCIATION. HOWEVER, THIS LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE THAT IS RECORDED PRIOR TO THE DATE SUCH LIEN BECAME DUE.

D. LOT MAINTENANCE

EACH LOT OWNER, TENANT, OR OCCUPANT SHALL KEEP ITS BUILDINGS, IMPROVEMENTS AND APPURTENANCES IN A SAFE, CLEAN, MAINTAINED, NEAT AND WHOLESOME CONDITION. EACH SUCH OWNER, TENANT, OR OCCUPANT SHALL REMOVE, AT ITS OWN EXPENSE, ANY RUBBISH OR TRASH OF ANY CHARACTER WHICH MAY ACCUMULATE ON THEIR LOT. RUBBISH, TRASH, GARBAGE, OR OTHER WASTE SHALL BE KEPT ONLY IN SUITABLE, CLEAN, AND SANITARY CONTAINERS AND EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS.

SECTION III. 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 OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION 1. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PROPERTY OWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF THE OWNERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. IF ANY OF THE OWNERS OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I & II, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF ANY PART OF THE SUBDIVISION, OR THE 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. IF ANY OF THE OWNERS, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III IT SHALL BE LAWFUL FOR ANY OWNER OF ANY PART OF THE SUBDIVISION, OR THE 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 ANY PART OF THE SUBDIVISION WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTIONS II, OR III, 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 AND COVENANTS, 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 RESTRICTIONS AND COVENANTS CONTAINED WITHIN SECTION 1. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II, PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION III, PROPERTY OWNER'S ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY ENCORE II, LLC DURING SUCH PERIOD THAT BIXBY LAND GROUP, LLC IS THE OWNER OF AT LEAST 75% OF THE LOTS WITHIN "GOLDEN HORSESHOE" AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS; OR ALTERNATIVELY THE COVENANTS CONTAINED WITHIN SECTION II, OR SECTION III, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 75% OF THE LOTS AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY GOLDEN HORSESHOE DEVELOPMENT, LLC (DURING ITS OWNERSHIP OF AT LEAST 75% OF THE LOTS WITHIN THE SUBDIVISION), AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF 75% OF THE LOTS IN THE SUBDIVISION, THE INSTRUMENT EXECUTED BY GOLDEN HORSESHOE DEVELOPMENT, LLC 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.

FINAL PLAT

GOLDEN HORSESHOE

A SUBDIVISION IN THE CITY OF BIXBY, BEING A PART OF THE S/2 OF THE SW/4 OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 13 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

IN WITNESS WHEREOF, GOLDEN HORSESHOE DEVELOPMENT, LLC, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2023.

GOLDEN HORSESHOE DEVELOPMENT, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY:_____
MANAGING MEMBER

STATE OF OKLAHOMA)
) S.S.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2023,

BY _____ AS A MANAGING MEMBER OF GOLDEN HORSESHOE DEVELOPMENT, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I ANDY FRITZ OF TULSA COUNTY, STATE OF OKLAHOMA, AND A PROFESSIONAL SURVEYOR, 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 "GOLDEN HORSESHOE", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

EXECUTED THIS _____ DAY OF _____, 2023.

_____
ANDY FRITZ
FRITZ LAND SURVEYING, LLC
LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1694
CA #5848 RENEWAL DATE JUNE 30TH, 2024

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2023, PERSONALLY APPEARED ANDY FRITZ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED GOLDEN HORSESHOE HAS BEEN FILED INTO TULSA COUNTY RECORDS.

_____
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2022 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS GOLDEN HORSESHOE.

_____
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

SITE PLAN LEGEND

EXISTING		PROPOSED
	TRAFFIC CONTROL ARROW	
	CURB & GUTTER	
X	STANDARD PARKING QUANTITY	X
	ACCESSIBLE PARKING SPACE	
	STRIPED ISLAND	
	CURBED ISLAND	
	CONCRETE SURFACE	
	CONCRETE PARKING SURFACE	
	4" SWSL - 4" WIDE SINGLE WHITE SOLID LINE	
	LIGHT POLE	
	PROPERTY LINE	

AREA SUMMARY

EXISTING AREA TABULATION:

IMPERVIOUS AREA		
BUILDING PAD, ASPHALT PAVEMENT, CONCRETE, GRAVEL	1.09 ACRES	(72%)
PERVIOUS AREA		
GRASS/LANDSCAPE	0.42 ACRES	(28%)
TOTAL AREA	1.51 ACRES	(100%)

PROPOSED AREA TABULATION:

IMPERVIOUS AREA		
BUILDING, PAVEMENT, CONCRETE	1.17 ACRES	(77%)
PERVIOUS AREA		
GRASS/LANDSCAPE	0.34 ACRES	(23%)
TOTAL AREA	1.51 ACRES	(100%)

PARKING REQUIREMENTS

PARKING RATIO = 1 SPACE PER 150 SF

TOTAL SPACE = 5,597 SF (IBC STD)

PARKING SPACES REQUIRED = 37

STANDARD SPACES PROVIDED = 67 SPACES (5 on Scooters)
HANDICAP SPACES PROVIDED = 2 SPACES (1 on Scooters)
TOTAL SPACES PROVIDED = 69 (75 including Scooters)

DEVELOPMENT DATA

SITE ZONING: C-3

SETBACKS	BUILDING		LANDSCAPE	
EAST -	0	FEET	0	FEET
SOUTH -	0	FEET	0	FEET
NORTH -	25	FEET	0	FEET
WEST -	50	FEET	0	FEET

LINE TABLE

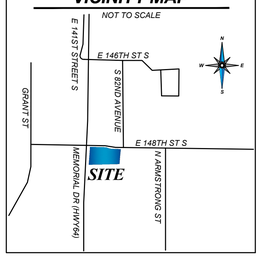
LINE	BEARING	DISTANCE
L1(M/R)	S 77°52'02" E	31.78'
L2(M)	S 01°03'48" E	92.59'
L3(M)	S 88°56'12" W	199.68'

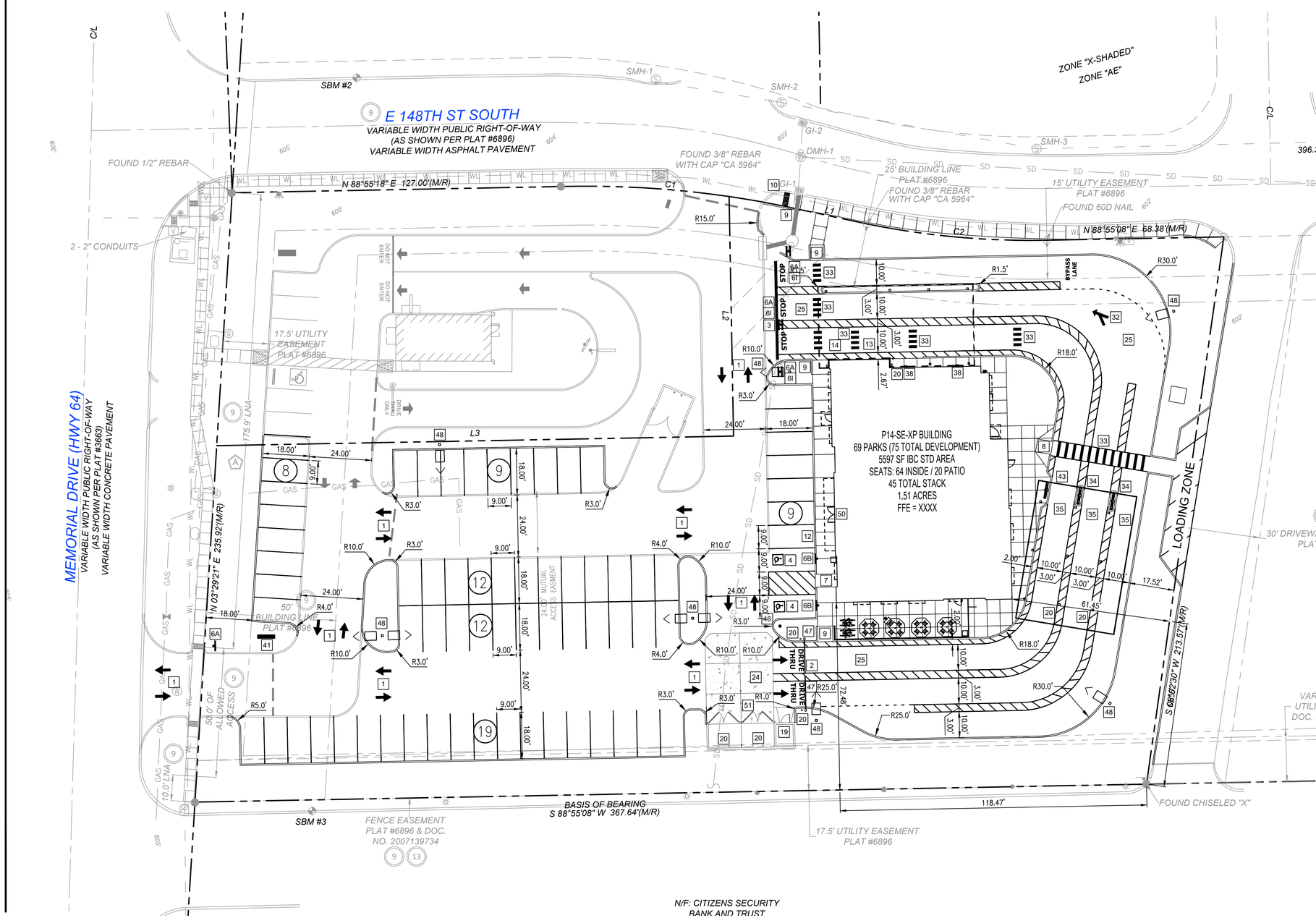
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1(M)	380.48'	87.73'	13°12'41"	S 84°54'02" E	87.54'
C1(R)	276.88'	88.02'			
C2(M)	320.00'	69.91'	12°31'02"	S 84°49'21" E	69.77'
C2(R)	320.00'	69.91'			
C3(M)	380.48'	65.19'	9°48'58"	S 86°35'54" E	65.11'
C4(M)	380.48'	22.55'	3°23'43"	S 79°59'33" E	22.54'

VICINITY MAP

NOT TO SCALE





SITE PLAN DESIGN NOTES & KEY PLAN

1	DIRECTIONAL ARROW	1 C-9.0
2	DRIVE-THRU GRAPHICS	2 C-9.0
3	STOP LINE GRAPHIC	2 C-9.0
4	PAINTED ACCESSIBILITY SYMBOL	1 C-9.0
5	STANDARD PARKING STALL & STRIPING DETAIL, NEUTRAL AREAS SHALL BE MARKED WITH 4" WIDE STRIPES AT 48" O.C. UNLESS NOTED OTHERWISE.	3&4 C-9.0
6	DIRECTIONAL SIGNAGE (REFER TO SIGN PACKAGE FOR MORE DETAILS AND OFFSITE SIGNAGE)	5-8 C-9.0

ALL SIGNS SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION.

6A	STOP SIGN (R1-1 36"X36")	6H	DRIVE THRU SIGN
6B	HANDICAP SIGN	6I	DO NOT ENTER SIGN
6C	MOBILE ORDERING SIGN	6J	LANES MERGE SIGN
6D	NO LEFT TURN SIGN MUTCD R3-2	6K	CURBSIDE DELIVERY SIGN
6E	ONE WAY SIGN (R6-1 OR R6-2)	6L	DIRECTIONAL TO BROADWAY SIGN
6F	RIGHT TURN ONLY	6M	DELIVERY RAMP ONLY SIGN
6G	PEDESTRIANS CROSSING	6N	LEFT TURN ONLY MUTCD R3-5

7	SIDEWALK ACCESSIBLE RAMP	3 C-9.1 / 2 C-9.1
8	CURB RAMP w/ FLARED SIDES	
8A	CURB RAMP w/ SHORT FLARED SIDES	1 C-9.1
9	RETURNED CURB HANDICAP RAMP (CITY DETAIL PW-51/52)	4 C-9.1
10	TRUNCATED DOMES	9 C-9.0
11	TYPICAL CONCRETE SIDEWALK	10 C-9.0
12	SIDEWALK WITH CURB & GUTTER SECTION	8 C-9.3
13	DRIVE-THRU PLAN VIEW	9 C-9.3
14	DRIVE-THRU ISOMETRIC VIEW	5 C-9.1
15	SOLID PLASTIC WHEEL STOP (NOT USED)	
16	LANDSCAPE & IRRIGATION PROTECTOR	11 C-9.0
17	24" CONCRETE CURB & GUTTER - CATCHING & SPILLING	6 C-9.1
18	EXPANSION JOINT	2 C-9.3
19	REFUSE ENCLOSURE FOUNDATION PLAN	3 C-9.3
19A	REFUSE ENCLOSURE FOUNDATION PLAN (ALT)	4 C-9.3
19B	REFUSE ENCLOSURE ALTERNATE DRAINAGE PLAN	5 C-9.2
20	CONCRETE BOLLARD	3 C-9.2
21	TYPICAL PAVEMENT SECTION	11 C-9.1
21A	PAVEMENT EDGE DETAIL	10 C-9.1
22	TRANSVERSE & LONGITUDINAL CONTRACTION JOINT	7 C-9.1
23	TRANSVERSE & LONGITUDINAL DOWELED CONSTRUCTION JOINT	12 C-9.1
24	CONCRETE APRON @ TRASH ENCLOSURE	2 C-9.2
25	CONCRETE PAVING @ DRIVE THRU LANE	8 C-9.2
26	ALUMINUM HANDRAIL (SEE ARCH. PATIO PLAN)	9 C-9.2
27	TYPICAL ADA RAMP AND HANDRAIL	9 C-9.1
28	CONTRACTION JOINT	8 C-9.1
29	KEYED CONSTRUCTION JOINT	1 C-9.2
30	LONGITUDINAL BUTT JOINT	4 C-9.2
30A	BUTT JOINT	6 C-9.1
31	EXPANSION JOINT	6 C-9.2
32	MULTI-ORDER POINT DIRECTIONAL ARROW DETAILS	7 C-9.2
33	CROSSWALK	7 C-9.3
34	DRIVE-THRU ORDER POINT ISLAND CURB & CANOPY	5&6 C-9.3
35	MENU BOARD LOOP DETECTION SYSTEM	1 C-9.3
36	ENTRY DOOR FROST SLAB DETAIL	11 C-9.2
37	SAN. C.O. OUTSIDE BUILDING	10 C-9.2
38	BUILDING DOWNSPOUT CONNECTION DETAIL	12 C-9.2
39	TYPICAL SECTION AT INLET/CATCH BASIN DETAIL	
40	STORM WEEP HOLE DETAIL	
41	CHICK-FIL-A SIGN (REFER TO SIGN PACKAGE)	
42	PRE-SELL MENU BOARD (NOT USED)	
43	MENU BOARD & CANOPY ORDERING STATION (REFER TO SIGN AND CANOPY PLANS)	
44	CHICK-FIL-A "ENTER" SIGN (NOT USED)	
45	CHICK-FIL-A "EXIT" SIGN (NOT USED)	
46	50' FLAG POLE (REFER TO SIGN PACKAGE)	
47	CLEARANCE BARS	10 C-9.3
48	PROPOSED PRIVATE PARKING LIGHT POLE AND BASE. STORE OPERATOR RESPONSIBLE FOR MAINTENANCE AND BILLING.	
49	BITUMASTIC EXPANSION JOINT, TYP. INSTALL EXPANSION JOINT BETWEEN ALL CONCRETE PAVEMENT INTERFACE WITH BUILDINGS, CURB & GUTTER, AND OTHER CONSTRAINED OBJECTS, TYPICAL.	
50	SITE CONTRACTOR SHALL REFER TO ARCHITECT PLANS FOR THE EXACT DIMENSIONS OF THE BUILDING AND THE LOCATION OF DOORWAYS, UTILITIES, ETC.	
51	GATES TO BE INSTALLED BY BUILDING CONTRACTOR WITH DUMPSTER STRUCTURE. COORDINATE WITH PAVEMENT INSTALLATION	
52	SAWCUT EXISTING CURB & GUTTER AS NECESSARY TO COMPLETE NEW CURB & GUTTER CONNECTION. PROVIDE EXPANSION JOINT BETWEEN INTERFACE.	
53	THE CONTRACTOR SHALL INSTALL NECESSARY TRAFFIC CONTROL, SAFETY BARRICADES, LIGHTING, AND OTHER REQUIRED CONTROL MEASURES TO SECURE THE WORK AREA FROM EXISTING TRAFFIC AND TO ENSURE PUBLIC SAFETY.	
54	TRANSFORMER PAD	
55	SINGLE YELLOW LINE	
56	BIKE RACK	
57	SMALL RETAINING WALL TO BE DESIGN/BUILT BY CONTRACTOR (NOT USED)	

20 10 0 20 40
(IN FEET)
1 inch = 20 ft.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998

Seal

04-01-2023

GREYDEN
ENGINEERING • PLANNING
12460 Crabapple Road
Suite 202-374
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362

CHICK-FIL-A
148th St & Memorial Dr.
14801 S Memorial Drive
Bixby, OK 74008

FSU# 05431

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

GREYDEN PROJECT #	22-106
PRINTED FOR	IFP
DATE	__/__/__
DRAWN BY	____

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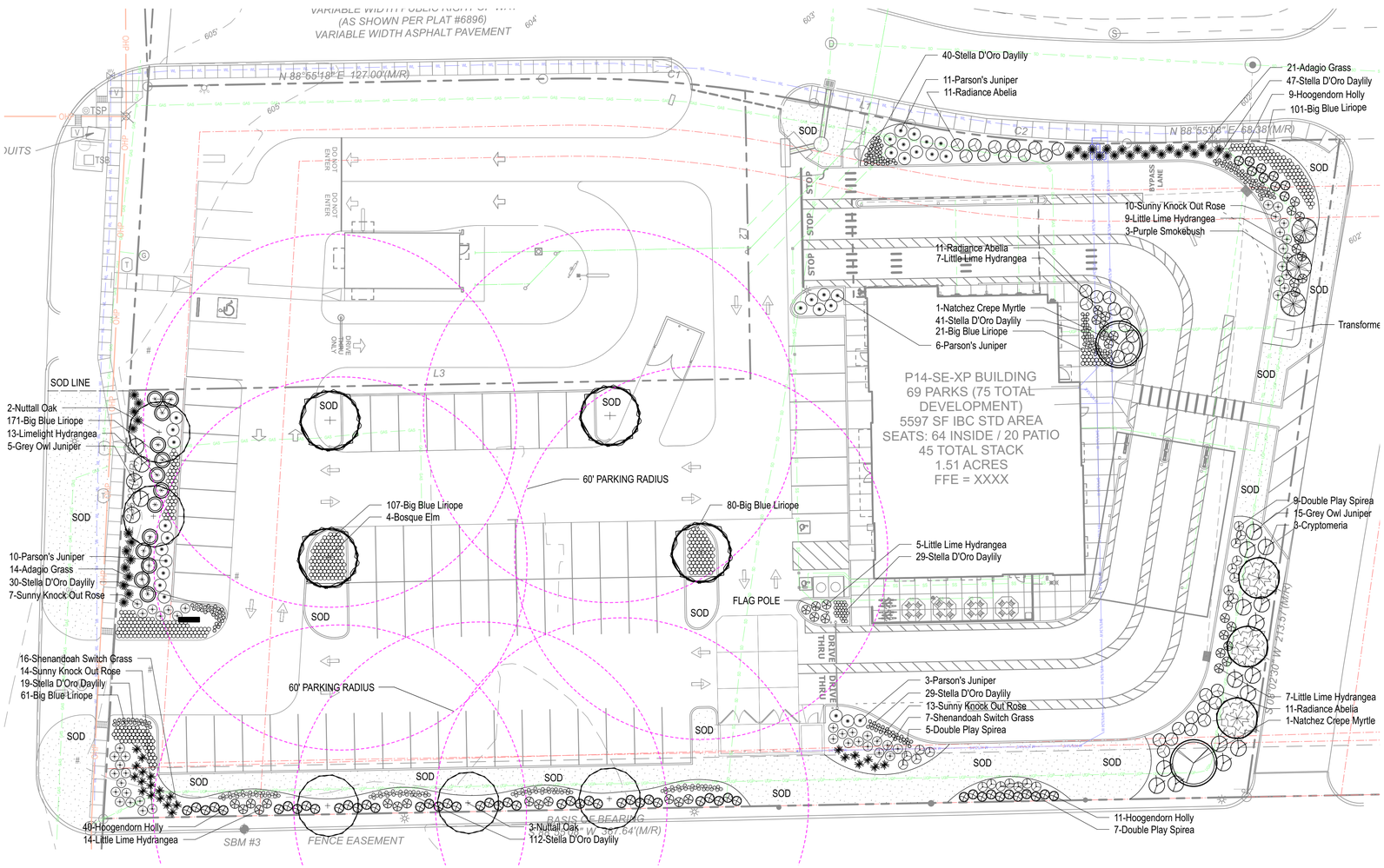
SHEET
SITE PLAN

IFP

SHEET NUMBER
C-2.0



LANDSCAPE REQUIREMENTS Bixby Code 11-12-3

A. Frontage & Perimeter Requirements

REQUIRED

1. Not less than 15% of the street yard shall be established and maintained as landscaped area.
2. Within the lot, landscaped areas shall be established no less than 7.5 feet in width and shall extend the entirety of the street ROW, except at vehicular access points. For lots abutting arterial streets, a landscaped area shall be established no less than 10 feet in width and which extends along the entirely of the abutting arterial ROW.
3. Required building setbacks shall be landscaped in accordance with street yard standards.
4. In computing the area required in #1 of this section, landscaped areas established as required by #2 and #3 of this section, if located within the street yard, shall be included within the computation.
5. For lots abutting Memorial Drive (Highway 64), a landscaped area shall be established no less than 15 feet in width and which extends along the entirety of the abutting arterial, except at vehicular access points.

PROVIDED

1. We have provided more than 15% of the street yard as landscape areas.
2. We have provided a minimum of 7.5 feet wide landscape beds along ROW of 148th Street. We have provided a 15 foot wide landscape area along ROW of Memorial Drive (Hwy 64).
3. Landscape areas within building setbacks exceed the 15% street yard minimum.
4. All required landscape areas exceed the 15% street yard minimum
5. We have provided a 15 foot wide landscape area along ROW of Memorial Drive (Hwy 64).

B. Parking Area Requirements - (District 2 Overlay)

REQUIRED

1. No parking space shall be located more than 60 feet from a large canopy tree in a landscaped area which must be at least 30 square feet, with a minimum width of 5 feet OR as outlined in #4 of this section.
2. Parking lots adjacent to public street shall be screened from ROW with landscaping, berms, and/or walls up to 3 feet in height.
3. Landscape islands, strips, bio-swales, or rain gardens shall be required in parking lots with 12+ spaces. All islands/strips must have at least 1 tree.
4. Required size of landscape islands and linear strips containing trees:
   a. Parking lots with impervious surfaces such as asphalt or concrete: 130 square feet; 8 feet minimum width.
   b. Planted in structural soil: 64 square feet; 8 feet minimum width. The use of such soil is limited to landscape islands and adjacent walkways and parking area necessary for proper tree growth.
   c. Parkings lots with pervious surfaces such as decomposed granite or pavers and for parking areas exluding fire lanes: 16 square feet. Tree trunks should be protected by wheel stops or other physical barriers excluding curbs.
   d. Linear landscape strips are encouraged in lieu of landscape islands where possible.

PROVIDED

1. All parking spaces are within 60 feet of a large canopy tree in landscaped areas that meet or exceed the square footage requirements per #1 and/or #4 in this section.
2. Parking lots adjacent to public streets are screened from ROW with landscaping up to 3 feet in height.
3. Landscape islands and landscape strips are provided in parking lot areas and each has at least 1 tree.
4. All landscape islands and strips containing tree(s) meet or exceed the required size per asphalt surface type.

C. Tree Requirements

REQUIRED

1. Trees shall be preserved, planted, maintained, or replaced as follows:
   a. One tree for each 1,000 square feet of street yard.
2. For every 10 parking spaces, 1 tree is required (existing or planted). (Ord. 2031, 12-21-2009)
3. An existing or planted tree at least 6 inches in caliper shall be considered as 2 trees for the purpose of determining compliance with the requirements of this subsection; provided, that there is no alteration of the grade under an existing tree's drip line. (Ord. 727, 10-9-1995)
4. For parking areas within 25 feet of Memorial Drive designed for 10+ spaces and within 25 feet of the ROW, trees shall be planted or preserved as follows: (Ord. 727, 10-9-1995)
   a. 1 tree for each 50 linear feet of parking area located along the street boundary and within 25 feet of ROW. (Ord. 727, 10-9-1995; amd. Ord. 2031, 12-21-2009)
   b. Each existing tree in the street yard at least 6 inches in caliper which is removed by parking development shall be replaced at a 3:1 ratio with trees sized as designated in #6 subsection C. These 3 replacement trees count as 1 tree for purposes of compliance (Ord. 727, 10-9-1995).
5. Trees shall be planted in a pervious area no less than 3 feet in diameter.
6. Minimum tree sizes at time of planting shall be as follows:
   a. Ornamental trees shall not be less than 6 feet in height and 1 inch in caliper;
   b. Conifers/evergreen trees such as pine, spruce, or cedar, shall not be less than 5 feet in height;
   c. Canopy trees shall not be less than 8 feet in height and 2 inches in caliper.

PROVIDED

1. Total street yard square footage is 11,943 sf/1,000 sf= 12 tree minimum. We provided 14 trees.
2. Total parking spaces is 69. 1 tree for every 10 spaces reflects a 7 tree minimum. We provided 14 trees.
3. We are not considering any existing trees toward compliance as existing trees are to be removed.
4. There is 90 linear feet of property frontage along Memorial Drive. 1 tree for each 50 lf reflects a 2 tree minimum. We have provided 2 Nuttall Oaks along Memorial Drive to meet this requirement.
5. All trees are planted in pervious areas no less than 3 feet in diameter.
6. All trees are specified on Plant List table in accordance with minimum tree sizes in #6 of this section.

SOUTHWEST LANDSCAPE NOTES

1. Landscape Contractor to read and understand the Landscape Specifications prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
2. Contractor is responsible for locating and protecting all underground utilities prior to digging.
3. Contractor is responsible for protecting existing trees from damage during construction.
4. All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
5. All tree protection areas to be protected from sedimentation.
6. All tree protection fencing to be inspected daily, and repaired or replaced as needed.
7. No parking, storage or other construction activities are to occur within tree protection areas.
8. All planting areas shall be cleaned of construction debris (ie. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
9. General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
10. In all parking lot islands, the Contractor is responsible to remove all debris, fracture/loosen subgrade to a min. 24" depth. Add topsoil to a 6"-8" berm height above island curbing; refer to landscape specifications and landscape island detail.
11. Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
12. Any deviations from the approved set of plans are to be approved by the Landscape Architect.
13. Landscaping shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
14. Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
15. Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
16. Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mini nuggets.
17. All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of rock mulch.
18. Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and tree. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
19. Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
20. Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
21. Water thoroughly twice in first 24 hours and apply mulch immediately.
22. The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
23. Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
24. Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
25. Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
26. Remove stakes and guying from all trees after one year from planting.

PLANT LIST

Qty	Botanical Name	Common Name	Scheduled Size	Remarks
	Trees			
3	Cryptomeria japonica 'Yoshino'	Yoshino Cryptomeria	6'-8' Hgt.	Full to Ground
2	Lagerstroemia indica 'Natchez'	Natchez Crepe Myrtle	8'-10' Hgt. x 5'-6' Spr.	Multi-trunked
5	Quercus nutallii	Nuttall Oak	2" Cal.; 8'-10' Hgt.	B&B; single straight leader
4	Ulmus parvifolia 'Bosque'	Bosque Elm	2" Cal; 8'-10' Hgt.	B&B
	Shrubs			
33	Abelia x grandiflora 'Radiance'	Radiance Abelia	3 Gal.	
3	Cotinus coggyria 'Royal Purple'	Purple Smokebush	7 Gal.	
13	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	3 Gal.	
42	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	3 Gal.	
60	Ilex crenata 'Hoogendorn'	Hoogendorn Holly	3 Gal.	
30	Juniperus squamata expansa 'Parsonii'	Parson's Juniper	3 Gal.	
20	Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	3 Gal.	
35	Miscanthus sinensis 'Adagio'	Adagio Grass	3 Gal.	
23	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	3 Gal.	
47	Rosa x 'Radsunny'	Sunny Knock Out Rose	3 Gal.	
21	Spiraea x 'Double Play'	Double Play Big Bang Spirea	3 Gal.	
	Groundcovers			
347	Hemerocallis 'Stella D'Oro'	Stella D'Oro Daylily	1 Gal.	Plant 15" O.C.
541	Liriope muscari 'Big Blue'	Big Blue Liriope	1 Gal.	Plant 18" O.C.
6,702	Cynodon dactylon	Hybrid Bermuda Grass	SF; Sod	
	Other			

0 20 40 FT

Know what's below. Call before you dig.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998

manley LAND DESIGN
Landscape Architecture
Manley Land Design, Inc.
51 Old Canton Street
Alpharetta, Georgia 30009
770.442.8171 tel

STATE OF OKLAHOMA
AARON REDFORD
1a0438
LICENSED LANDSCAPE ARCHITECT

CHICK-FIL-A
MEMORIAL DRIVE
14801 S MEMORIAL DRIVE
BIXBY, OK 74008

FSU# 05431

REVISION SCHEDULE
NO. DATE BY DESCRIPTION

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SHEET
Landscape Plan

PERMIT

SHEET NUMBER
L-100