



# City of Bixby Planning Commission Special Meeting Agenda

---

Tuesday, February 6, 2024

6:00 PM

City Hall Municipal Building  
116 W. Needles Ave., Bixby,  
OK 74008

---

**Public comments are limited to items on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.**

## Call to Order

### Agenda

- 1) Discussion and possible approval of Bixby Preliminary Plat and Final Plat (B.X.P.T.) number 23.18, for The Reserve at White Hawk, 10.26 acres, in Section 15, Township 17 North, Range 13 East, located on the Southeast Corner of South Yale Avenue and East 141st Street South.
  
- 2) Discussion and possible approval of Bixby Preliminary Plat and Final Plat (B.X.P.T.) number 23.10, for The Reserve at White Hawk Blocks 7-9, 18.43 acres, in Section 15, Township 17 North, Range 13 East, located North of East 151st Street South and East of South 53rd East Ave.
  
- 3) Adjournment

### Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of February 02, 2024, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby, Oklahoma.

Respectfully Submitted

Gwen Plante  
Assistant City Planner

### **For Special Accommodations**

Persons who require special accommodation to participate in this meeting should contact Assistant City Planner, Gwen Plante: 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email Gwen Plante (gplante@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf 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.



CITY OF BIXBY  
 P.O. Box 70  
 116 W. Needles Ave.  
 Bixby, OK 74008  
 (918) 366-4430

# Staff Report

**To:** City of Bixby Planning Commission

**From:** Gwen Plante, Assistant City Planner

**Date:** December 12, 2023

**RE:** **The Reserve at White Hawk, Blocks 1-6**  
 Preliminary and Final Plat (BXPT 23.10)

**Location:** North of East 151<sup>st</sup> Street South and East of South 53<sup>rd</sup> East Ave.  
 18.43 Acres (+/-)

**STR:** Section 15, Township 17, Range 13

**Applicant:** White Hawk Investments, LLC

**SITE STATS:**

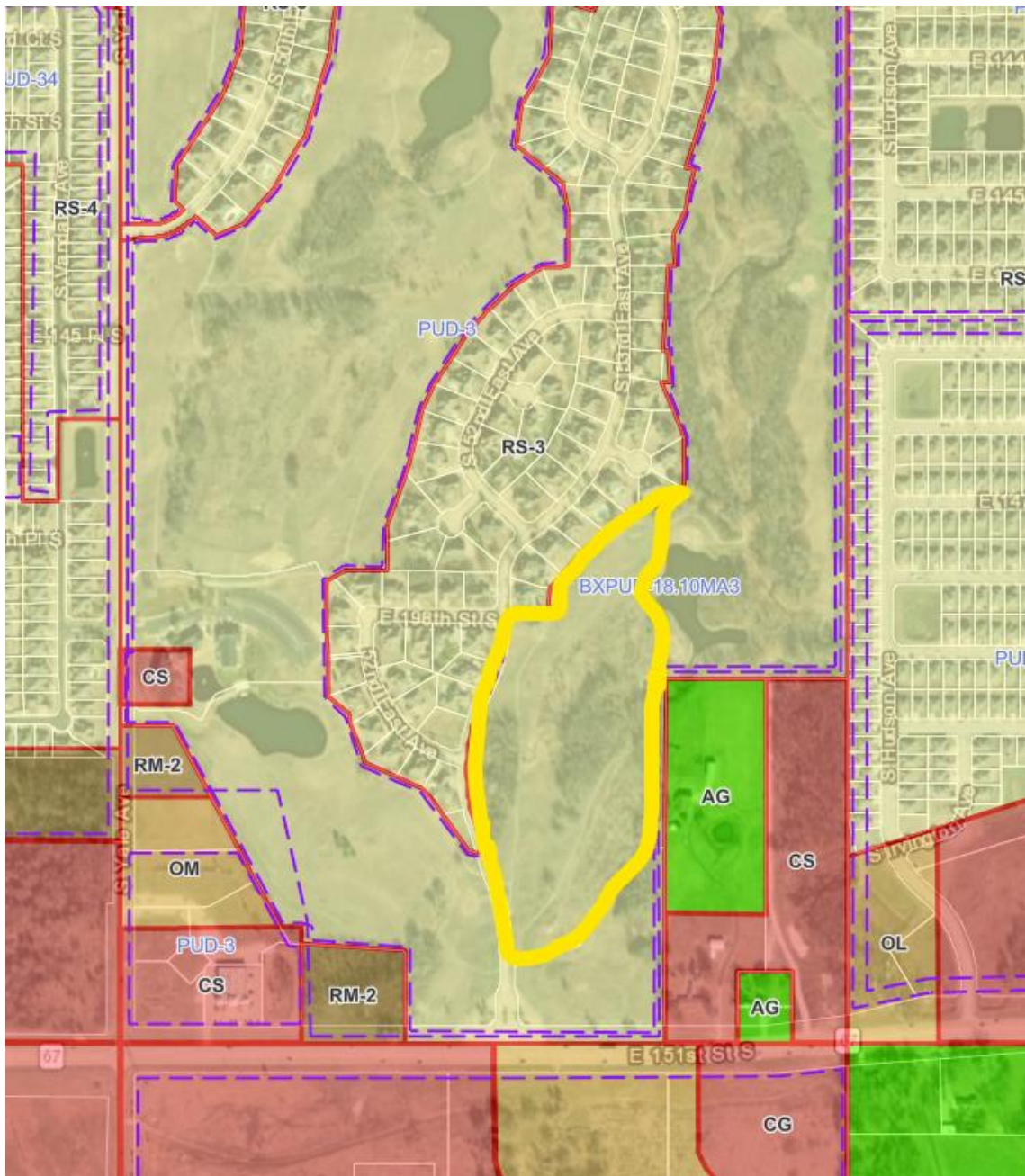
<b>Acres:</b> 18.43 +/-	<b>Min. Lot Width:</b> 75	<b>DU/acre:</b> 4
<b>Number of Lots:</b> 38	<b>Number of Blocks:</b> 6	<b>Reserve Areas:</b> 4

**REQUEST:** The applicant is requesting Preliminary and Final Plat approval for the Reserve at White Hawk.

**EXISTING ZONING:** Residential Single-Family (RS-2) with PUD  
 BXPUD 18.10 MA 3

**ABUTTING ZONING:**

North: (RS-3) Residential Single-Family  
 East: (AG) Agriculture and (RS-3) Residential Single-Family  
 South: (OM) Office Medium Density  
 West: (RS-3) Residential Single-Family



**Exhibit A:** City of Bixby Zoning Map

**Staff Review**

The applicant is requesting a Preliminary Plat and Final Plat. The proposed development is consistent with development patterns on adjacent and surrounding properties within this development. The Plat is in conformance with the PUD.

**Utilities/Site Area:** There is an existing 8” waterline and 8” sanitary sewer line that runs West along South 53<sup>rd</sup> East Ave.

**Planning Review Comments:**

None

**Engineering:**

None

**Public Comments:** No comments have been received at the time of writing. Plats are not required to be noticed.

**Attachments:**

- Exhibit A: City of Bixby Zoning Map
- Exhibit B: Preliminary Plat
- Exhibit C: Final Plat with Deed of Dedication

# The Reserve at White Hawk

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, BEING A RE-PLAT OF PART OF RESERVE 'A', CELEBRITY COUNTRY (PLAT NO. 4411), AN ADDITION TO THE WEST HALF (W/2) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

**Owner / Developer**

WHITE HAWK INVESTMENTS, LLC  
4512 EAST 51ST STREET SOUTH, SUITE 100  
TULSA, OKLAHOMA 74135  
PHONE: (405) 742-7117  
MR. JONATHAN WEDEL

**Surveyor**

FRITZ LAND SURVEYING, LLC  
524 E. MAIN ST.  
JENKS, OK 74037  
PHONE: 918-528-5121  
EMAIL: fritzlandsurveying@gmail.com  
C.A. # 5848 EXPIRES: 6-30-2024

**Engineer**

ENGINEERED BY DESIGN, PLLC  
P.O. BOX 15567  
DEL CITY, OKLAHOMA 73155  
PHONE: (405) 234-0980  
EMAIL: ahale@engineeredbydesign.com  
C.A. # 7655 EXPIRES: 6-30-2024

**Curve Table**

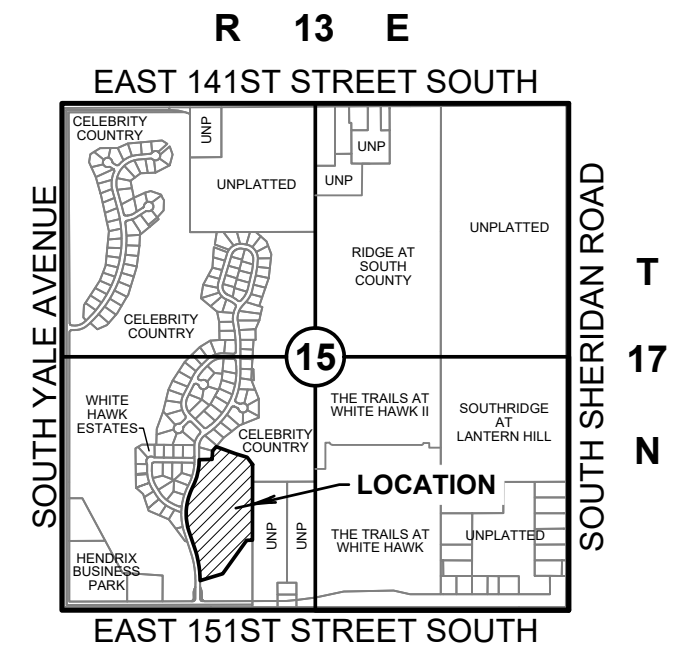
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.77'	25.00'	70°31'43.61"	S 13°00'18" W	28.87'
C2	218.63'	50.00'	250°31'44.40"	N 76°59'42" W	81.65'
C3	73.32'	200.00'	21°00'17.86"	N 11°45'25" W	72.91'
C4	91.65'	250.00'	21°00'17.86"	N 11°45'25" W	91.14'
C5	39.33'	25.00'	90°08'36.26"	N 43°49'03" E	35.40'
C6	21.03'	25.00'	48°11'22.87"	S 67°00'58" E	20.41'
C7	39.21'	25.00'	89°51'23.74"	N 46°10'57" W	35.31'
C8	21.03'	25.00'	48°11'22.87"	S 64°47'39" W	20.41'
C9	241.19'	50.00'	276°22'45.73"	S 01°06'39" E	66.67'
C10	39.27'	25.00'	90°00'00.00"	N 43°44'44" E	35.36'
C11	45.98'	25.00'	105°22'33.54"	N 38°33'59" W	39.77'
C12	13.55'	25.00'	31°03'09.39"	S 73°13'10" W	13.38'
C13	26.85'	25.00'	61°32'01.90"	S 60°29'15" E	25.58'
C14	90.03'	125.00'	41°15'59.81"	N 55°24'31" E	88.10'
C15	126.04'	175.00'	41°15'59.81"	N 55°24'31" E	123.34'
C16	90.12'	250.00'	20°39'13.31"	N 24°26'55" E	89.63'
C17	38.18'	25.00'	87°29'51.51"	S 60°12'33" E	34.57'
C18	237.88'	50.00'	272°35'11.29"	S 13°59'11" W	69.10'
C19	38.18'	25.00'	87°29'51.51"	S 32°17'35" E	34.57'
C20	188.65'	300.00'	36°01'46.85"	N 16°45'38" E	185.56'

**Line Table**

LINE	BEARING	DISTANCE
L1	N 01°15'16" W	109.72'
L2	N 88°53'21" E	120.82'
L3	S 88°53'21" W	121.07'
L4	S 22°15'33" E	140.27'
L5	S 22°15'33" E	69.56'
L6	N 88°44'44" E	124.74'
L7	S 88°44'44" W	143.93'
L8	S 34°46'31" W	147.71'
L9	N 34°46'31" E	147.71'
L10	N 76°02'31" E	170.49'
L11	S 76°02'31" W	170.49'
L12	N 01°15'16" W	355.79'
L13	S 01°15'16" E	605.86'

**Lot Area & Address Table**

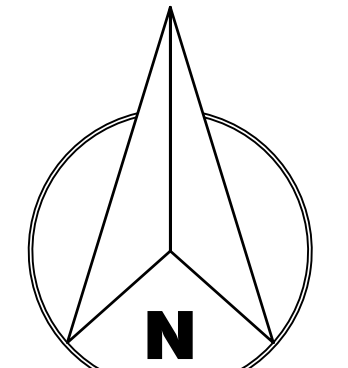
BLOCK	LOT	STREET ADDRESS	AREA (SF)
1	1	5302 E. 151TH STREET S.	20676.46
	2	5334 E. 151TH STREET S.	14999.96
	3	5396 E. 151TH STREET S.	16396.24
	4	15003 S. 54TH E. AVENUE	12525.86
	5	14991 S. 54TH E. AVENUE	10139.41
	6	14987 S. 54TH E. AVENUE	13529.71
	7	14961 S. 54TH E. AVENUE	14314.05
	8	14943 S. 54TH E. AVENUE	11357.78
	9	14935 S. 54TH E. AVENUE	10539.56
	10	14927 S. 54TH E. AVENUE	10500.00
	11	14903 S. 54TH E. AVENUE	10500.00
	12	14889 S. 54TH E. AVENUE	10500.00
2	1	14845 S. 54TH E. AVENUE	10500.00
	2	14823 S. 54TH E. AVENUE	10503.51
	3	14801 S. 54TH E. AVENUE	13075.70
	4	14779 S. 54TH E. AVENUE	16644.30
	5	14753 S. 54TH E. AVENUE	16078.46
3	1	14798 S. 54TH E. AVENUE	13685.28
	2	14802 S. 54TH E. AVENUE	12766.21
	3	5441 E. 148TH ST. S.	10862.61
	4	5403 E. 148TH ST. S.	9732.08
	5	5389 E. 148TH ST. S.	10856.70
4	1	5350 E. 148TH ST. S.	18541.90
	2	5354 E. 148TH ST. S.	24259.54
	3	5362 E. 148TH ST. S.	9339.78
	4	5414 E. 148TH ST. S.	13035.06
	5	5426 E. 148TH ST. S.	11971.50
5	1	5351 E. 149TH CT.	12553.49
	2	5357 E. 149TH CT.	14534.94
	3	5365 E. 149TH CT.	10267.88
	4	5401 E. 149TH CT.	11535.13
	5	5427 E. 149TH CT.	12947.41
6	1	5323 E. 151TH STREET S.	17522.58
	2	5331 E. 151TH STREET S.	15013.01
	3	5373 S. 54TH E. AVENUE	17902.26
	4	5434 E. 149TH CT.	14248.61
	5	5394 E. 149TH CT.	10197.20
	6	5336 E. 149TH CT.	15406.14
RES	A	T.B.D	103434.85
	B	T.B.D	30052.69
	C	T.B.D	50465.82
	D	T.B.D	1017.88



**Location Map**  
SCALE: 1"=200'

**Subdivision Statistics**

SUBDIVISION CONTAINS THIRTY-EIGHT (38) LOTS  
IN SIX (6) BLOCKS AND FOUR (4) RESERVE AREAS  
GROSS SUBDIVISION AREA: 802,789.9 SF OR 18.43 ACRES



Scale: 1" = 100'  
0 50 100 200

**Legend**

- B/L -- BUILDING SETBACK LINE
- L.N.A. -- LIMITS OF NO ACCESS
- RES -- RESERVE
- SS/E -- SANITARY SEWER EASEMENT
- U/E -- UTILITY EASEMENT

**Address Note**

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.

COUNTY TREASURER STAMP

DRAFT FINAL PLAT #1

**Basis of Bearings**

OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

**Monumentation**

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

**Benchmark**

TOPOGRAPHIC INFORMATION SHOWN HEREON IS RELATIVE TO NAVD88 PER AN ON-SITE NGS OPUS SOLUTION REPORT.

**Floodplain Data**

PROPERTY IS SITUATED IN UNSHADED ZONE 'X' PER FEMA FLOODPLAIN MAP NO. 40143C0433L - DATED OCTOBER 16, 2012.

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS

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

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY

11/8/2023 - REVISED PER TAC COMMENTS

**THE RESERVE AT WHITE HAWK**

PLANNED UNIT DEVELOPMENT: BXPUD-18.10 MA3

**DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

WHITE HAWK MANAGEMENT RESOURCES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF RESERVE "A", CELEBRITY COUNTRY, PLAT NO. 4411, AN ADDITION TO THE WEST HALF (W/2) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 88°46'28" EAST ALONG THE SOUTH LINE THEREOF 1428.80 FEET; THENCE NORTH 01°13'32" WEST A DISTANCE OF 90.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 53RD EAST AVENUE, SAID POINT BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT ONE (1), BLOCK TWO (2), OF SAID CELEBRITY COUNTRY; THENCE NORTH 01°13'13" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 174.86 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1120.20 FEET, AN ARC LENGTH OF 10.08 FEET, A CHORD BEARING OF NORTH 01°28'39" WEST AND A CHORD LENGTH OF 10.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1120.20 FEET, AN ARC LENGTH OF 354.89 FEET, A CHORD BEARING OF NORTH 10°48'41" WEST AND A CHORD LENGTH OF 353.41 FEET; THENCE NORTH 19°53'14" WEST A DISTANCE OF 174.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 611.83 FEET, AN ARC LENGTH OF 458.77 FEET, A CHORD BEARING OF NORTH 01°15'14" EAST AND A CHORD LENGTH OF 445.88 FEET; THENCE NORTH 23°36'46" EAST A DISTANCE OF 60.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 626.62 FEET, AN ARC LENGTH OF 275.17 FEET, A CHORD BEARING OF NORTH 11°01'14" EAST AND A CHORD LENGTH OF 272.97 FEET TO THE SOUTHWEST CORNER OF LOT ONE (1), BLOCK THREE (3) OF SAID CELEBRITY COUNTRY; THENCE NORTH 88°21'58" EAST AND DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 3 A DISTANCE OF 135.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 02°21'58" EAST A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER OF LOT TWO (2), OF SAID BLOCK 3; THENCE NORTH 38°51'58" EAST ALONG THE EAST LINE OF LOTS TWO (2) AND 3 OF SAID BLOCK 3 A DISTANCE OF 180.00 FEET TO THE SOUTHEAST CORNER OF LOT FOUR (4) OF SAID BLOCK 3; THENCE NORTH 50°36'58" EAST A DISTANCE OF 210.00 FEET TO THE SOUTHERNMOST CORNER OF LOT SIX (6) OF SAID BLOCK 3; THENCE NORTH 66°36'58" EAST ALONG THE SOUTH LINE OF LOTS 6 AND SEVEN (7) OF SAID BLOCK 3 A DISTANCE OF 48.99 FEET; THENCE SOUTH 23°23'02" EAST 204.03 FEET; THENCE SOUTH 20°01'03" WEST 125.50 FEET; THENCE SOUTH 22°15'33" EAST 57.63 FEET; THENCE SOUTH 60°51'26" EAST 49.38 FEET; THENCE SOUTH 01°15'16" EAST A DISTANCE OF 843.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 2; THENCE ALONG THE NORTH LINE THEREOF THE FOLLOWING THREE (3) COURSES: THENCE SOUTH 88°34'24" WEST 59.86 FEET; THENCE SOUTH 34°46'31" WEST 438.00 FEET; THENCE SOUTH 71°34'44" WEST A DISTANCE OF 248.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 53RD EAST AVENUE AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 802,789.9 SQ. FEET OR 18.43 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

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

**SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "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 RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**B. UNDERGROUND SERVICE**

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

**C. WATER, SANITARY SEWER AND STORM SEWER SERVICE**

- 1. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR RESPECTIVE LOTS AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
- 2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.
- 3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER AND SEWER MAINS, BUT LOT OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY THEIR ACTS AND/OR THE ACTS OF THEIR AGENTS OR CONTRACTORS.
- 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 LOT OWNERS AGREE TO BE BOUND HEREBY.

**D. GAS SERVICE**

- 1. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES.
- 2. 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.
- 3. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
- 4. ONG'S EASEMENT(S) RECORDED IN BOOK 6457 PAGE 536-538 REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE-DATING THE 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.
- 5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.

**E. OVERLAND DRAINAGE EASEMENT**

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

**F. STORM WATER DETENTION**

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

**G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION**

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

**H. LIMITS OF NO ACCESS**

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

**I. PAVING AND LANDSCAPING WITHIN EASEMENTS**

LOT OWNERS AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING, WHEN PERMITTED BY THE CITY OF

BIXBY, OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT. PROVIDED, HOWEVER, THE CITY OF BIXBY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

**J. RESERVE 'A'**

THE USE OF RESERVE 'A' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, UTILITY EASEMENT, MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**K. RESERVE 'B'**

THE USE OF RESERVE 'B' SHALL BE LIMITED TO USE AS STORM WATER DETENTION, OVERLAND DRAINAGE EASEMENT, MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, LANDSCAPING AND A MUTUAL ACCESS EASEMENT, AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**L. RESERVE 'C' AND 'D'**

THE USE OF RESERVE 'C' AND 'D' SHALL BE LIMITED TO USE AS MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, AND LANDSCAPING AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, THE RESERVE AT WHITE HAWK WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS BXPUD-18.10 MA3 - MAJOR AMENDMENT TO PUD 03) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, BXPUD-18.10 MA3 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON OCTOBER 15, 2018 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON OCTOBER 22, 2018 THE IMPLEMENTING ORDINANCE NO. 2262 BEING ADOPTED AND PUBLISHED ON NOVEMBER 13, 2018, AND

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

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

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

**A. DEVELOPMENT IN ACCORDANCE WITH PUD**

THE RESERVE AT WHITE HAWK SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-18.10 MA3 APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-18.10 MA3 AS MAY BE SUBSEQUENTLY APPROVED.

**B. APPLICABLE ORDINANCE**

THE DEVELOPMENT OF THE RESERVE AT WHITE HAWK SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON OCTOBER 22, 2018.

**C. USE**

USES PERMITTED AS A MATTER OF RIGHT IN THE RS-2 RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT, ALONG WITH CUSTOMARY AND ACCESSORY USES, INCLUDING, BUT NOT LIMITED TO, DETACHED ACCESSORY BUILDINGS, SWIMMING POOLS, LANDSCAPED ENTRY, LANDSCAPING, OPEN SPACE, GREEN SPACE, TRAILS, PONDS, STORM WATER DRAINAGE AND DETENTION FACILITIES, RECREATIONAL FACILITIES, UTILITY EASEMENTS, RETAINING WALLS AND OTHER STRUCTURES AND USES CUSTOMARILY ACCESSORY TO THE PERMITTED USES.

**D. DEVELOPMENT STANDARDS**

RESIDENTIAL USE: EXCEPT AS AMENDED HEREBY, THE DEVELOPMENT STANDARDS FOR THE RESIDENTIAL USE OF DEVELOPMENT AREA 'A' ARE AS SET FORTH IN THE RS-2 ZONING DISTRICT.

SIGNS: ONE (1) ENTRY IDENTIFICATION SIGN SHALL BE MAINTAINED WITH A MAXIMUM SURFACE DISPLAY AREA OF 64 SF ON EACH SIDE OF EACH ENTRANCE ALONG SOUTH YALE AVENUE AND SOUTH 53RD EAST AVENUE.

BUILDING MATERIALS: THE EXTERIOR WALLS OF THE FIRST FLOOR (UP TO THE TOP OF THE FIRST FLOOR PLATE LINE) OF A DWELLING SHALL BE OF AT LEAST SEVENTY-FIVE PERCENT (75%) MASONRY OR STONE; PROVIDED THAT THE AREA OF ALL WINDOWS, DOORS, OTHER OPENINGS, AND COVERED PORCHES LOCATED ON SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS.

MINIMUM SIZE OF DWELLING UNIT (SINGLE-STORY): 2,400 SQUARE FEET

**E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS**

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

**F. DEFINITIONS**

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON OCTOBER 22, 2018.

**DRAFT FINAL PLAT #1**

11/8/2023 - REVISED PER TAC COMMENTS

**SECTION III. PRIVATE COVENANTS**

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ADDITION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE ADDITION.

**A. ARCHITECTURAL COMMITTEE - PLAN REVIEW:**

1. NO BUILDING, FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE NEIGHBORHOOD UNTIL THE BUILDING PLANS AND SPECIFICATIONS THEREFORE, DRAINAGE AND GRADING PLANS OF THE LOT, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN THEREOF (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH STRUCTURE(S)) HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL COMMITTEE COMPOSED OF WHMR OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS HIS PREDECESSOR, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TEN (10) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH STRUCTURE OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITH THE SUBDIVISION AND IN ITS REVIEW OF PLANS, SPECIFICATIONS, PLOT PLANS, COLOR SCHEMES AND MATERIALS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED 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 PLANS, SPECIFICATIONS, PLOT PLAN AND OTHER SUBMITTALS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY PLANS, SPECIFICATIONS, PLOT PLANS OR OTHER SUBMITTALS 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 IN ANYWAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THE SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON THE FIRST DAY OF JANUARY 2024, OR ON THE DATE THE COMMITTEE'S POWERS AND DUTIES ARE TRANSFERRED TO THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION (LATER DEFINED HEREIN), WHICHEVER EVENT OCCURS FIRST. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHOULD BE EXERCISED BY SAID NEIGHBORHOOD HOMEOWNERS ASSOCIATION.

**B. GARAGES**

EACH DWELLING SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO (2) AUTOMOBILES.

**C. BUILDING MATERIAL REQUIREMENTS**

1. EXTERIOR WALLS. THE EXTERIOR WALLS OF THE FIRST FLOOR (UP TO THE TOP OF THE FIRST FLOOR PLATE LINE) OF A DWELLING SHALL BE OF AT LEAST SEVENTY-FIVE PERCENT (75%) MASONRY OR STONE; PROVIDED THAT THE AREA OF ALL WINDOWS, DOORS, OTHER OPENINGS, AND COVERED PORCHES LOCATED ON SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS.

2. WINDOWS AND DOORS. ALL DOORS AND WINDOWS IN EACH DWELLING OTHER THAN WOOD OR VINYL WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED. METAL WINDOW FRAMES SHOULD BE CONSISTENT WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED OR STAINED.

3. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE EITHER HEAVY DUTY (TAB-TYPE) COMPOSITION SHINGLES (WEATHERWOOD COLOR) GAF "TIMBERLINE ULTRA" OR APPROVED EQUAL, OR STANDING SEAM METAL. ALL METAL ROOF DESIGNS REMAIN SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. THE MINIMUM ROOF PITCH SHALL BE AN 8/12 PITCH ON THE FORWARD FACING GABLES.

4. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN PARAGRAPHS 1, 2 AND 3 OF THIS SUBSECTION C; PROVIDED, SUCH WAIVER, TO BE EFFECTIVE, MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF SUCH COMMITTEE.

**D. STEM WALLS**

ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE A BRICK, STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

**E. COMMERCIAL STRUCTURES**

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERECTED OR USED AT ANYTIME FOR ANY BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSE ON ANY PORTION OF ANY LOT.

**F. LIVESTOCK AND POULTRY PROHIBITED**

NO ANIMALS, LIVESTOCK OR POULTRY (INCLUDING PIGEONS) OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT OR PART THEREOF, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT; PROVIDED, THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

**G. NOXIOUS ACTIVITY**

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY MAY BE CONDUCTED UPON ANY LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED ON ANY VACANT LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

**H. SIGNS**

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS OR OTHER ADVERTISING STRUCTURES ON ANY LOT IS PROHIBITED, EXCEPT AS FOLLOWS:

1. SIGNS ADVERTISING THE SALE OF A LOT FOR SALE OR RENTAL OR THE IMPROVEMENTS THEREON ARE PERMITTED; PROVIDED, THEY DO NOT EXCEED NINE (9) SQUARE FEET IN DISPLAY SURFACE AREA.

2. DURING THE DEVELOPMENT PERIOD OF THE SUBDIVISION, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT OR LOTS MAY BE LOCATED AT THE ENTRANCE TO THE SUBDIVISION.

3. PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED WITHIN THE PRIVATE STREET RIGHT-OF-WAY AT THE ENTRANCE OF THE SUBDIVISION.

**I. EXISTING BUILDINGS**

NO EXISTING BUILDING OR USED STRUCTURE OF ANY KIND MAY BE MOVED ONTO OR PLACED ON ANY LOT; PROVIDED, HOWEVER, THAT THE OWNER, AS DEVELOPER OF THE SUBDIVISION, MAY MAINTAIN A SALES OFFICE IN A TEMPORARY STRUCTURE FOR THE SALE OF LOTS OR HOMES IN THE SUBDIVISION.

**J. TEMPORARY STRUCTURES AND OUTBUILDINGS**

1. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL AT ANYTIME BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.

2. ANY THE BUILDING THAT IS DETACHED FROM THE PRINCIPLE DWELLING ON A LOT SHALL BE LIMITED TO BUILDINGS CUSTOMARILY ACCESSORY TO A SINGLE-FAMILY DWELLING, SHALL BE OF A SIMILAR ARCHITECTURAL DESIGN AS THE PRINCIPLE DWELLING, AND SHALL NOT BE ERECTED UNTIL THE PLANS, SPECIFICATIONS AND DESIGN THEREOF ARE APPROVED BY THE ARCHITECTURAL COMMITTEE.

**K. VEHICLE STORAGE AND PARKING**

1. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, BOAT, TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE OR FRONT YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE, SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY STREET WITHIN THE SUBDIVISION.

**L. ANTENNAS**

NO EXTERIOR RADIO OR TELEVISION TOWER, AERIAL, OR ANTENNA SHALL BE LOCATED UPON ANY LOT. SATELLITE DISHES SHALL BE NO LARGER THAN 18" IN DIAMETER AND BE SCREENED FROM THE VIEW FROM THE STREET AND ADJACENT RESIDENTIAL LOTS WITHIN THE SUBDIVISION.

**M. LANDSCAPING REQUIREMENTS**

THE FRONT ELEVATION OF ALL RESIDENTIAL LOTS MUST BE PROFESSIONALLY LANDSCAPED UPON COMPLETION OF THE RESIDENCE. ALL FRONT, SIDE AND BACK YARDS MUST BE SORTED ON THE COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION. ALL PROPOSED LANDSCAPING A POINT EVERY LOT WITHIN THE SUBDIVISION MUST RECEIVE APPROVAL BY THE ARCHITECTURAL COMMITTEE.

**N. INTERIOR FENCES AND WALLS**

INTERIOR FENCES AND WALLS SITUATED UPON RESIDENTIAL LOTS SHALL COMPLY WITH THE FOLLOWING STANDARDS:

1. NO SUCH FENCE OR WALL SHALL EXCEED SIX (6) FEET IN HEIGHT. NO FENCE OR WALL SHALL BE ERECTED OR MAINTAINED NEARER TO THE STREETS WITHIN THE SUBDIVISION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT.

2. ALL FENCES SHALL CONSIST ENTIRELY OF WOOD, BRICK, NATURAL STONE, WROUGHT IRON, OR SOME COMBINATION THEREOF. THE ARCHITECTURAL COMMITTEE MAY, BUT NOT BE OBLIGATED TO, GRANT AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

3. ALL FENCING ADJACENT TO RESERVE AREAS 'A', 'B' AND 'C' SHALL BE CONSISTENT. ANY VARIANCE MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

**O. RETAINING WALLS**

RETAINING WALLS SHALL BE CONSTRUCTED OF THE SAME MATERIALS AS USED IN THE CONSTRUCTION OF THE DWELLINGS SITUATED ON THE LOT AND SHALL CONFORM TO THE SAME ARCHITECTURE UTILIZED FOR SUCH DWELLING. NO RAILROAD TIES MAY BE USED IN THE CONSTRUCTION OF ANY RETAINING WALL. PLANS FOR ALL RETAINING WALLS MUST BE SUBMITTED AND APPROVED BY THE ARCHITECTURAL COMMITTEE AND BY THE CITY OF BIXBY IF LOCATED IN ANY UTILITY OR DRAINAGE EASEMENT.

**P. MAILBOXES**

ALL MAILBOXES SHALL BE A SINGULAR DESIGN FOR THE LOTS WITHIN SUBDIVISION AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO MAILBOX SHALL BE ERECTED ON ANY RESIDENTIAL LOT WITHOUT THE APPROVAL OF THE DESIGN BY THE ARCHITECTURAL COMMITTEE.

**Q. TRASH RECEPTACLES**

TRASH RECEPTACLES SHALL NOT BE LEFT CURBSIDE FOR MORE THAN A 24 HOUR PERIOD OF TIME. ALL TRASH RECEPTACLES SHALL BE KEPT INSIDE OF A GARAGE OR SCREENED FROM VIEW FROM ALL STREETS WITHIN THE SUBDIVISION.

**R. BUILDING REQUIREMENTS AND AMENDMENTS**

ANY MODIFICATIONS ARE AMENDMENTS TO THE BUILDING/ARCHITECTURAL REQUIREMENTS LISTED UNDER THIS SECTION III SHALL ONLY BE ALLOWED WITH ARCHITECTURAL COMMITTEE APPROVAL AS DESCRIBED UNDER SECTION III.A HEREOF.

**SECTION IV. HOMEOWNERS' ASSOCIATION**

**A. FORMATION OF HOMEOWNERS' ASSOCIATION**

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE RESERVE AT WHITE HAWK (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE RESERVE AT WHITE HAWK.

**B. MEMBERSHIP**

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

**C. ASSESSMENT**

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

**SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

**A. ENFORCEMENT**

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

HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION 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, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL, BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN TWENTY (20) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION, AND SHALL AUTOMATICALLY RENEW OR EXTEND THEREAFTER, UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

**C. AMENDMENT**

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING THE PRIVATE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-18-10 MA3 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III. PRIVATE COVENANTS AND SECTION IV. HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

**D. SEVERABILITY**

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

IN WITNESS WHEREOF, WHITE HAWK MANAGEMENT RESOURCES, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WHITE HAWK MANAGEMENT RESOURCES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
JONATHAN WEDEL, OPERATING MANAGER

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED JONATHAN WEDEL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS OPERATING MANAGER OF WHITE HAWK MANAGEMENT RESOURCES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

S. ASHLEY MCCARTY

MY COMMISSION EXPIRES: 8/13/2026  
MY COMMISSION NUMBER: 18008059

**CERTIFICATE OF SURVEY**

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE RESERVE AT WHITE HAWK", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

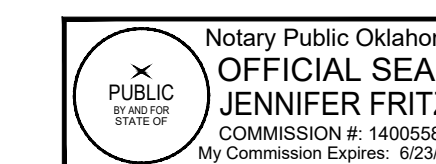
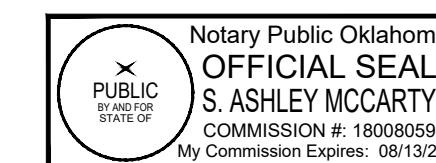
ANDY FRITZ  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1694

STATE OF OKLAHOMA )  
) SS.  
COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026  
MY COMMISSION NUMBER: 14005589



**DRAFT FINAL PLAT #1**  
11/8/2023 - REVISED PER TAC COMMENTS



CITY OF BIXBY  
 P.O. Box 70  
 116 W. Needles Ave.  
 Bixby, OK 74008  
 (918) 366-4430

# Staff Report

**To:** City of Bixby Planning Commission

**From:** Gwen Plante, Assistant City Planner

**Date:** December 12, 2023

**RE:** **The Reserve at White Hawk NW Blocks 7-9**  
 Preliminary and Final Plat (BXPT 23.18)

**Location:** South East corner of East 141<sup>st</sup> and South Yale Avenue  
 10.26 Acres (+/-)

**STR:** Section 15, Township 17, Range 13

**Applicant:** White Hawk Investments, LLC

**SITE STATS:**

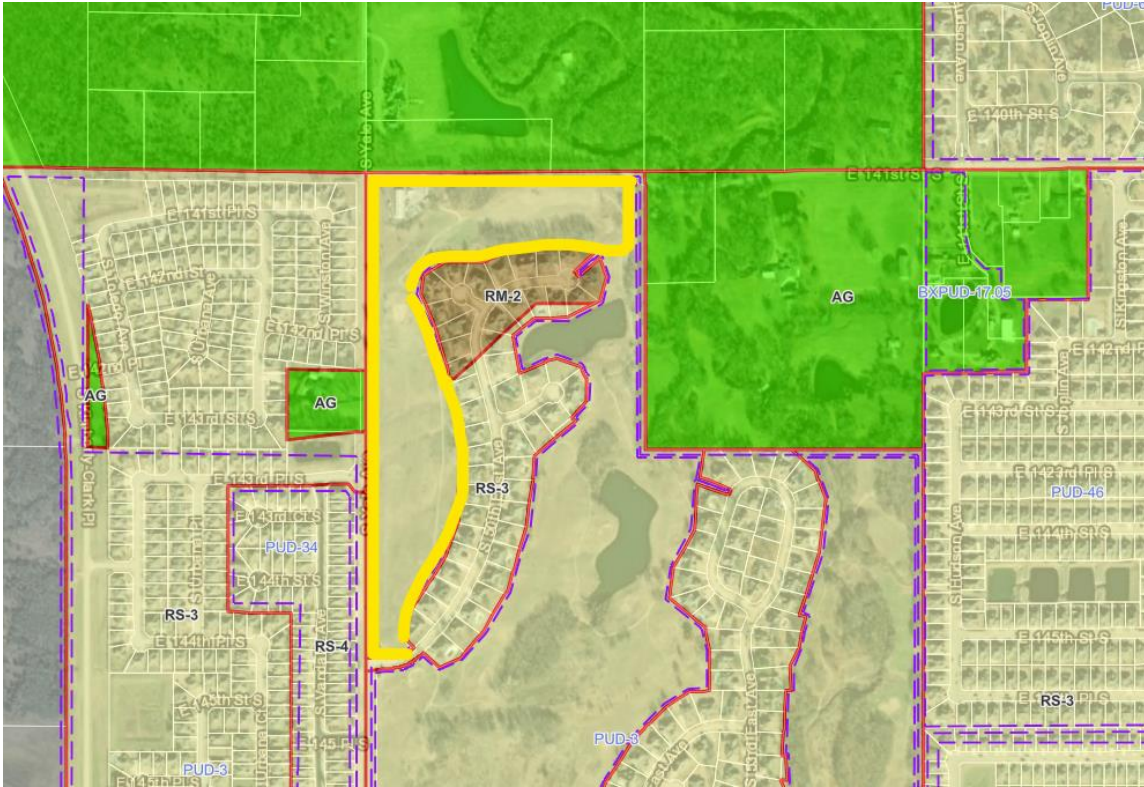
<b>Acres:</b> 10.26 +/-	<b>Min. Lot Width:</b> 75	<b>DU/acre:</b>
<b>Number of Lots:</b> 15	<b>Number of Blocks:</b> 3	<b>Reserve Areas:</b> 2

**REQUEST:** The applicant is requesting Preliminary and Final Plat approval for the Reserve at White Hawk Blocks 7-9.

**EXISTING ZONING:** Residential Single-Family (RS-2) with PUD.  
 BXPUD 18.10 MA 3

**ABUTTING ZONING:**

North: Not in the City Limits of Bixby  
 East: (AG) Agriculture  
 South: (RM-2) Residential Multi-Family  
 West: (AG) Agriculture, (RS-3) Residential Single-Family



**Exhibit A:** City of Bixby Zoning Map

**Staff Review**

The applicant is requesting a Preliminary Plat and Final Plat. The proposed development is consistent with development patterns on adjacent and surrounding properties within this development. The Plat is in conformance with the PUD.

**Utilities/Site Area:** There is an existing 8” waterline that runs North along 141<sup>st</sup> Street South. There is also a 12” water line that runs along the West of the property along South Yale Avenue. There is an 8” sewer line to the South.

**Planning Review Comments:**

None

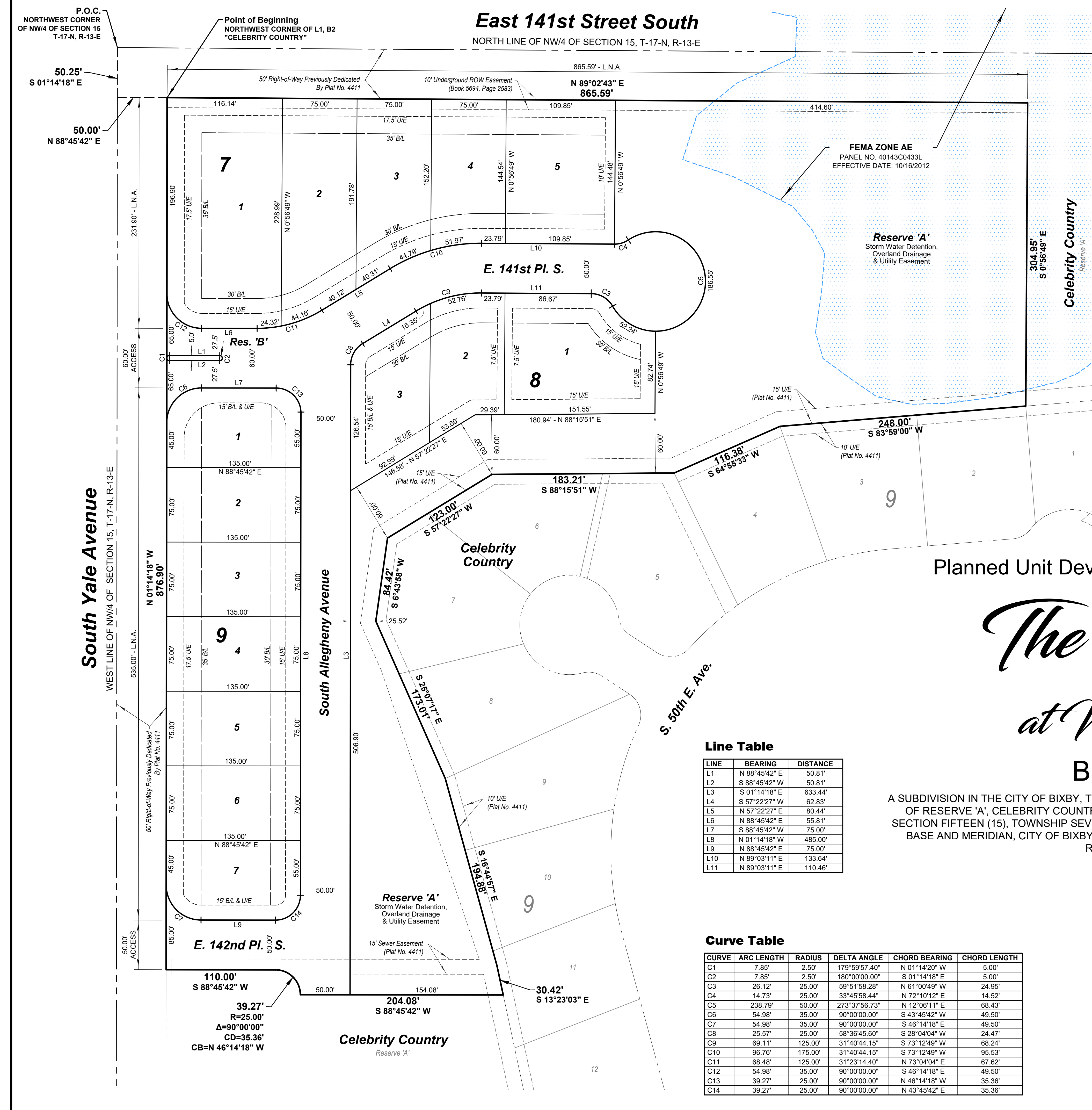
**Engineering Comments:**

None

**Public Comments:** No comments have been received at the time of writing. Plats are not required to be noticed.

**Attachments:**

- Exhibit A: City of Bixby Zoning Map
- Exhibit B: Preliminary Plat
- Exhibit C: Final Plat with Deed of Dedication



**Subdivision Statistics**

SUBDIVISION CONTAINS FIFTEEN (15) LOTS IN THREE (3) BLOCKS AND TWO (2) RESERVE AREAS  
 GROSS SUBDIVISION AREA: 446,908.0 SF OR 10.26 ACRES

**Basis of Bearings**

OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

**Monumentation**

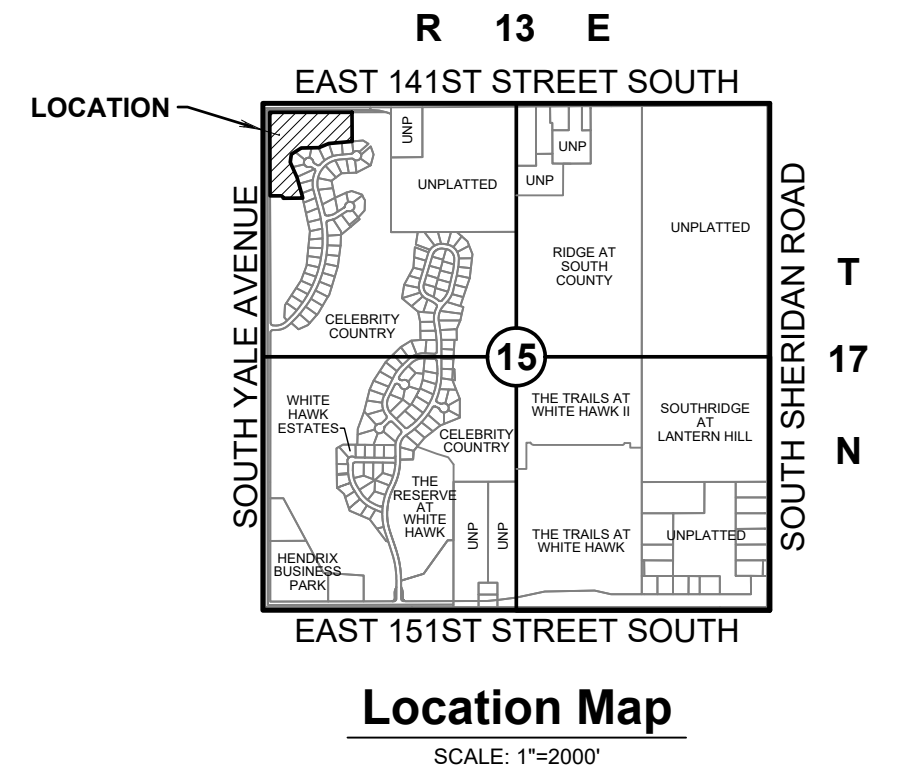
ALL CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848" AT ALL CORNERS.

**Benchmark**

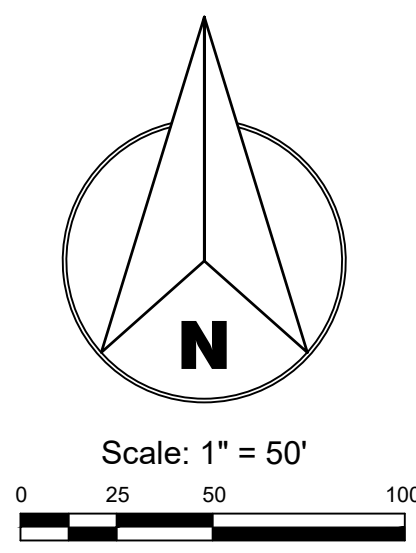
TOPOGRAPHIC INFORMATION SHOWN HEREON IS RELATIVE TO NAVD88 PER AN ON-SITE NGS OPUS SOLUTION REPORT.

**Floodplain Data**

PROPERTY IS SITUATED IN ZONE 'AE', SHADED ZONE 'X' AND UNSHADED ZONE 'X' PER FEMA FLOODPLAIN MAP NO. 40143C0433L - DATED OCTOBER 16, 2012.



**Location Map**  
SCALE: 1"=2000'



**Owner / Developer**

WHITE HAWK INVESTMENTS, LLC  
 4512 EAST 51ST STREET SOUTH, SUITE 100  
 TULSA, OKLAHOMA 74135  
 PHONE: (405) 742-7117  
 MR. JONATHAN WEDEL

**Surveyor**

FRITZ LAND SURVEYING, LLC  
 524 E. MAIN ST.  
 JENKS, OK 74037  
 PHONE: (918) 528-5121  
 EMAIL: fritzlandsurveying@gmail.com  
 C.A. # 5848 EXPIRES: 6-30-2024

**Engineer**

ENGINEERED BY DESIGN, PLLC  
 P.O. BOX 15567  
 DEL CITY, OKLAHOMA 73155  
 PHONE: (405) 234-0980  
 EMAIL: ahale@engineeredbydesign.pro  
 C.A. # 7655 EXPIRES 6-30-2024

**Legend**

- B/L -- BUILDING SETBACK LINE
- L.N.A. -- LIMITS OF NO ACCESS
- P.O.C. -- POINT OF COMMENCEMENT
- RES -- RESERVE
- SS/E -- SANITARY SEWER EASEMENT
- U/E -- UTILITY EASEMENT

**Address Note**

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.

**Planned Unit Development: BXPUD-18.10 MA3**

*The Reserve*  
*at White Hawk*  
**BLOCKS 7-9**

A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, BEING A RE-PLAT OF PART OF RESERVE 'A', CELEBRITY COUNTRY (PLAT NO. 4411), AN ADDITION TO THE WEST HALF (W/2) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

**Line Table**

LINE	BEARING	DISTANCE
L1	N 88°45'42" E	50.81'
L2	S 88°45'42" W	50.81'
L3	S 01°14'18" E	633.44'
L4	S 57°22'27" W	62.83'
L5	N 57°22'27" E	80.44'
L6	N 88°45'42" E	55.81'
L7	S 88°45'42" W	75.00'
L8	N 01°14'18" E	485.00'
L9	N 88°45'42" E	75.00'
L10	N 89°03'11" E	133.64'
L11	N 89°03'11" E	110.46'

**Curve Table**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	7.85'	2.50'	179°59'57.40"	N 01°14'20" W	5.00'
C2	7.85'	2.50'	180°00'00.00"	S 01°14'18" E	5.00'
C3	26.12'	25.00'	59°51'58.28"	N 61°00'49" W	24.95'
C4	14.73'	25.00'	33°45'58.44"	N 72°10'12" E	14.52'
C5	238.79'	50.00'	273°37'56.73"	N 12°06'11" E	68.43'
C6	54.98'	35.00'	90°00'00.00"	S 43°45'42" W	49.50'
C7	54.98'	35.00'	90°00'00.00"	S 46°14'18" E	49.50'
C8	25.57'	25.00'	58°36'45.60"	S 28°04'04" W	24.47'
C9	69.11'	125.00'	31°40'44.15"	S 73°12'49" W	68.24'
C10	96.76'	175.00'	31°40'44.15"	S 73°12'49" W	95.53'
C11	68.48'	125.00'	31°23'14.40"	N 73°04'04" E	67.62'
C12	54.98'	35.00'	90°00'00.00"	S 46°14'18" E	49.50'
C13	39.27'	25.00'	90°00'00.00"	N 46°14'18" W	35.36'
C14	39.27'	25.00'	90°00'00.00"	N 43°45'42" E	35.36'

**Lot Area & Address Table**

BLOCK	LOT	STREET ADDRESS	LOT AREA (SF)
7	1	4929 SOUTH ALLEGHENY AVE.	26,480.93
	2	4951 SOUTH ALLEGHENY AVE.	15,989.65
	3	4983 SOUTH ALLEGHENY AVE.	12,741.11
	4	5009 SOUTH ALLEGHENY AVE.	10,970.04
	5	5055 SOUTH ALLEGHENY AVE.	15,878.98
8	1	5050 E. 141ST PL. S.	16,975.73
	2	5008 E. 141ST PL. S.	9,645.59
	3	4986 E. 141ST PL. S.	11,171.37
9	1	14158 E. 141ST PL. S.	10,402.99
	2	14186 E. 141ST PL. S.	10,125
	3	14200 E. 141ST PL. S.	10,125
	4	14222 E. 141ST PL. S.	10,125
	5	14254 E. 141ST PL. S.	10,125
	6	14286 E. 141ST PL. S.	10,125
	7	14282 E. 141ST PL. S.	10,665.87

DRAFT FINAL PLAT #1

STATE OF OKLAHOMA }  
 COUNTY OF TULSA } SS

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

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MICHAEL WILLIS, TULSA COUNTY CLERK  
 DEPUTY

11/8/2023 - REVISED PER TAC COMMENTS

**THE RESERVE AT WHITE HAWK, BLOCKS 7-9**

PLANNED UNIT DEVELOPMENT: BXPUD-18.10 MA3

**DEED OF DEDICATION AND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS:

WHITE HAWK MANAGEMENT RESOURCES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER TOGETHER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND THAT IS PART OF RESERVE "A", CELEBRITY COUNTRY, PLAT NO. 4411, AN ADDITION TO THE WEST HALF (W/2) OF SECTION FIFTEEN (15), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 01°14'18" EAST ALONG THE WEST LINE THEREOF 50.25 FEET; THENCE NORTH 88°45'42" EAST A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID RESERVE "A" AND THE POINT OF BEGINNING; THENCE NORTH 89°02'43" EAST ALONG THE NORTH LINE THEREOF 865.59 FEET; THENCE SOUTH 00°56'49" EAST A DISTANCE OF 304.95 FEET TO THE NORTHEAST CORNER OF LOT TWO (2), BLOCK NINE (9) OF SAID CELEBRITY COUNTRY; THENCE SOUTH 83°59'00" WEST ALONG THE NORTH LINE OF LOTS 2 AND THREE (3) OF SAID BLOCK 9 A DISTANCE OF 248.00 FEET TO THE NORTHEAST CORNER OF LOT FOUR (4) OF SAID BLOCK 9; THENCE SOUTH 64°55'33" WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 116.38 FEET TO THE NORTHEAST CORNER OF LOT FIVE (5) OF SAID BLOCK 9; THENCE SOUTH 88°15'51" WEST ALONG THE NORTH LINE OF LOTS 5 AND SIX (6) OF SAID BLOCK 9 A DISTANCE OF 183.21 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 6; THENCE SOUTH 57°22'27" WEST ALONG THE NORTH LINE OF LOTS 6 AND SEVEN (7) A DISTANCE OF 123.00 FEET; THENCE SOUTH 06°43'58" WEST ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF 84.42 FEET; THENCE SOUTH 25°07'17" EAST ALONG THE WEST LINE OF LOTS 7 AND EIGHT (8) OF SAID BLOCK 9 A DISTANCE OF 173.01 FEET TO THE NORTHWEST CORNER OF LOT NINE OF SAID BLOCK 9; THENCE SOUTH 16°44'57" EAST ALONG THE WEST LINE OF LOTS 9, TEN (10) AND ELEVEN (11) OF SAID BLOCK 9 A DISTANCE OF 194.88 FEET; THENCE SOUTH 13°23'03" EAST AND CONTINUING ALONG THE WEST LINE OF SAID LOT 11 A DISTANCE OF 30.42 FEET; THENCE SOUTH 88°45'42" WEST AND DEPARTING THE WEST LINE OF SAID BLOCK 9 A DISTANCE OF 204.08 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, A CHORD BEARING OF NORTH 46°14'18" WEST AND A CHORD LENGTH OF 35.36 FEET; THENCE SOUTH 88°45'42" WEST A DISTANCE OF 110.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID RESERVE "A", SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH YALE AVENUE; THENCE NORTH 01°14'18" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 876.90 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 446,908.0 SQ. FEET OR 10.26 ACRES.

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, GRANTED, DONATED, CONVEYED, DEDICATED, ACCESS RIGHTS RESERVED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"; AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE RESERVE AT WHITE HAWK, BLOCKS 7-9", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, OKLAHOMA (HEREINAFTER "THE RESERVE AT WHITE HAWK, BLOCKS 7-9" OR THE "SUBDIVISION").

**SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES**

**A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS**

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "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 RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT PROPERLY PERMITTED DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

**B. UNDERGROUND SERVICE**

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

**C. WATER, SANITARY SEWER AND STORM SEWER SERVICE**

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

**D. GAS SERVICE**

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING,

REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSE OF NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
  - UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
  - THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH D SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE AND LOT OWNERS AGREE TO BE BOUND HEREBY.
- E. OVERLAND DRAINAGE EASEMENT**
- THE OWNER/DEVELOPER DOES HEREBY GRANT AND ESTABLISH A PERPETUAL EASEMENT ON, OVER AND ACROSS RESERVE AREA 'A' AND 'B' (HEREINAFTER REFERRED TO AS THE "OVERLAND DRAINAGE EASEMENT AREAS") FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION.
  - DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BIXBY, OKLAHOMA.
  - DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (TO BE FORMED PURSUANT TO SECTION IV) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE OVERLAND DRAINAGE EASEMENT AREAS WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
    - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE KEPT FREE OF LITTER.
    - THE OVERLAND DRAINAGE EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 4 WEEKS.
  - IN THE EVENT THE ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BIXBY, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORM WATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE ASSOCIATION.
  - IN THE EVENT THE ASSOCIATION, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF BIXBY, OKLAHOMA MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH RESIDENTIAL LOT WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE LIEN AGAINST EACH RESIDENTIAL LOT SHALL BE LIMITED TO ITS PRO RATA SHARE OF THE COSTS.
  - A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BIXBY, OKLAHOMA.

**F. STORM WATER DETENTION**

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

**G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION**

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

**H. LIMITS OF NO ACCESS**

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

**I. PAVING AND LANDSCAPING WITHIN EASEMENTS**

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

**J. RESERVE 'A'**

THE USE OF RESERVE 'A' SHALL BE LIMITED TO USE AS STORM WATER CONVEYANCE, MAINTENANCE ACCESS, OPEN SPACE, SIDEWALKS, JOGGING TRAILS, AND LANDSCAPING AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**K. RESERVE 'B'**

THE USE OF RESERVE 'B' SHALL BE LIMITED TO USE AS UTILITY EASEMENT, OPEN SPACE, LANDSCAPING, IRRIGATION, ENTRY WALLS AND/OR FEATURES AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, AS SET FORTH WITHIN SECTION IV, TO BE FORMED FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF THE COMMON AREAS OF THE SUBDIVISION.

**SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS**

WHEREAS, THE RESERVE AT WHITE HAWK, BLOCKS 7-9 WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS BXPUD-18.10 MA3 - MAJOR AMENDMENT TO PUD 03) AS PROVIDED WITHIN THE PROVISIONS OF THE BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS (PUDS), AND

WHEREAS, BXPUD-18.10 MA3 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON OCTOBER 15, 2018 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, ON OCTOBER 22, 2018 THE IMPLEMENTING ORDINANCE NO. 2262 BEING ADOPTED AND PUBLISHED ON NOVEMBER 13, 2018, AND

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

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

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

**A. DEVELOPMENT IN ACCORDANCE WITH PUD**

THE RESERVE AT WHITE HAWK, BLOCKS 7-9 SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-18.10 MA3 APPROVED BY THE CITY COUNCIL OF THE CITY OF BIXBY, OKLAHOMA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF BXPUD-18.10 MA3 AS MAY BE SUBSEQUENTLY APPROVED.

**B. APPLICABLE ORDINANCE**

THE DEVELOPMENT OF THE RESERVE AT WHITE HAWK, BLOCKS 7-9 SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE, AS SUCH PROVISIONS EXISTED ON OCTOBER 22, 2018.

**C. USE**

USES PERMITTED AS A MATTER OF RIGHT IN THE RS-2 RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY DISTRICT, ALONG WITH CUSTOMARY AND ACCESSORY USES, INCLUDING, BUT NOT LIMITED TO, DETACHED ACCESSORY BUILDINGS, SWIMMING POOLS, LANDSCAPED ENTRY, LANDSCAPING, OPEN SPACE, GREEN SPACE, TRAILS, PONDS, STORM WATER DRAINAGE AND DETENTION FACILITIES, RECREATIONAL FACILITIES, UTILITY EASEMENTS, RETAINING WALLS AND OTHER STRUCTURES AND USES CUSTOMARILY ACCESSORY TO THE PERMITTED USES.

**D. DEVELOPMENT STANDARDS**

RESIDENTIAL USE: EXCEPT AS AMENDED HEREBY, THE DEVELOPMENT STANDARDS FOR THE RESIDENTIAL USE OF DEVELOPMENT AREA 'A' ARE AS SET FORTH IN THE RS-2 ZONING DISTRICT.

SIGNS: ONE (1) ENTRY IDENTIFICATION SIGN SHALL BE MAINTAINED WITH A MAXIMUM SURFACE DISPLAY AREA OF 64 SF ON EACH SIDE OF EACH ENTRANCE ALONG SOUTH YALE AVENUE AND SOUTH 53RD EAST AVENUE.

BUILDING MATERIALS: THE EXTERIOR WALLS OF THE FIRST FLOOR (UP TO THE TOP OF THE FIRST FLOOR PLATE LINE) OF A DWELLING SHALL BE OF AT LEAST SEVENTY-FIVE PERCENT (75%) MASONRY OR STONE; PROVIDED THAT THE AREA OF ALL WINDOWS, DOORS, OTHER OPENINGS, AND COVERED PORCHES LOCATED ON SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS.

MINIMUM SIZE OF DWELLING UNIT (SINGLE-STORY): 2,400 SQUARE FEET

**E. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS**

THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE BIXBY ZONING CODE. THE DEVELOPMENT AND USE OF THE RESERVE AT WHITE HAWK, BLOCKS 7-9 SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SIGN PLANS, AS MAY BE LATER APPROVED BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSOR.

**F. DEFINITIONS**

IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION II, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE BIXBY ZONING CODE AS THE SAME EXISTED ON OCTOBER 22, 2018.

**DRAFT FINAL PLAT #1**  
11/8/2023 - REVISED PER TAC COMMENTS

SECTION III. PRIVATE COVENANTS

FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ADDITION AND FOR MAINTAINING CONFORMITY FOR THE IMPROVEMENTS THEREIN, THE FOLLOWING RESTRICTIONS AND COVENANTS ARE HEREBY IMPOSED UPON THE USE AND OCCUPANCY OF THE LOTS WITHIN THE ADDITION.

A. ARCHITECTURAL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THE NEIGHBORHOOD UNTIL THE BUILDING PLANS AND SPECIFICATIONS THEREFORE, DRAINAGE AND GRADING PLANS OF THE LOT, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN THEREOF (WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH STRUCTURE(S)) HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL COMMITTEE COMPOSED OF WHMR OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS HIS PREDECESSOR, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE OF ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TEN (10) DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH STRUCTURE OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITH THE SUBDIVISION AND IN ITS REVIEW OF PLANS, SPECIFICATIONS, PLOT PLANS, COLOR SCHEMES AND MATERIALS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED 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 PLANS, SPECIFICATIONS, PLOT PLAN AND OTHER SUBMITTALS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY PLANS, SPECIFICATIONS, PLOT PLANS OR OTHER SUBMITTALS 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 IN ANYWAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THE SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON THE FIRST DAY OF JANUARY 2024, OR ON THE DATE THE COMMITTEE'S POWERS AND DUTIES ARE TRANSFERRED TO THE NEIGHBORHOOD HOMEOWNERS ASSOCIATION (LATER DEFINED HEREIN), WHICHEVER EVENT OCCURS FIRST. THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHOULD BE EXERCISED BY SAID NEIGHBORHOOD HOMEOWNERS ASSOCIATION.

B. GARAGES

EACH DWELLING SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO (2) AUTOMOBILES.

C. BUILDING MATERIAL REQUIREMENTS

1. EXTERIOR WALLS. THE EXTERIOR WALLS OF THE FIRST FLOOR (UP TO THE TOP OF THE FIRST FLOOR PLATE LINE) OF A DWELLING SHALL BE OF AT LEAST SEVENTY-FIVE PERCENT (75%) MASONRY OR STONE; PROVIDED THAT THE AREA OF ALL WINDOWS, DOORS, OTHER OPENINGS, AND COVERED PORCHES LOCATED ON SAID EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF THE EXTERIOR WALLS.

2. WINDOWS AND DOORS. ALL DOORS AND WINDOWS IN EACH DWELLING OTHER THAN WOOD OR VINYL WILL BE EITHER ANODIZED OR ELECTROSTATICALLY PAINTED. METAL WINDOW FRAMES SHOULD BE CONSISTENT WITH THE EXTERIOR COLOR AND TEXTURE OF THE RESIDENCE. NO UNPAINTED ALUMINUM WILL BE PERMITTED FOR WINDOW FRAMING. WOOD FRAMES WILL BE PAINTED, SEALED OR STAINED.

3. ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE EITHER HEAVY DUTY (TAB-TYPE) COMPOSITION SHINGLES (WEATHERWOOD COLOR) GAF "TIMBERLINE ULTRA" OR APPROVED EQUAL, OR STANDING SEAM METAL. ALL METAL ROOF DESIGNS REMAIN SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. THE MINIMUM ROOF PITCH SHALL BE AN 8/12 PITCH ON THE FORWARD FACING GABLES.

4. WAIVER. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN A PARTICULAR INSTANCE, THE BUILDING MATERIAL REQUIREMENTS SET OUT IN PARAGRAPHS 1, 2 AND 3 OF THIS SUBSECTION C; PROVIDED, SUCH WAIVER, TO BE EFFECTIVE, MUST BE IN WRITING, DATED AND SIGNED BY A MAJORITY OF SUCH COMMITTEE.

D. STEM WALLS

ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE A BRICK, STONE OR STUCCO. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION WILL BE EXPOSED. NO STEM WALLS WILL BE EXPOSED.

E. COMMERCIAL STRUCTURES

NO BUILDING OR STRUCTURE SHALL BE PLACED, ERRECTED OR USED AT ANYTIME FOR ANY BUSINESS, PROFESSIONAL, TRADE OR COMMERCIAL PURPOSE ON ANY PORTION OF ANY LOT.

F. LIVESTOCK AND POULTRY PROHIBITED

NO ANIMALS, LIVESTOCK OR POULTRY (INCLUDING PIGEONS) OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT OR PART THEREOF, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT; PROVIDED, THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

G. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY MAY BE CONDUCTED UPON ANY LOT, NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED OR DUMPED ON ANY VACANT LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

H. SIGNS

THE CONSTRUCTION OR MAINTENANCE OF ADVERTISING SIGNS OR OTHER ADVERTISING STRUCTURES ON ANY LAW IS PROHIBITED, EXCEPT AS FOLLOWS:

1. SIGNS ADVERTISING THE SALE OF A LOT FOR SALE OR RENTAL OR THE IMPROVEMENTS THEREON ARE PERMITTED; PROVIDED, THEY DO NOT EXCEED NINE (9) SQUARE FEET IN DISPLAY SURFACE AREA.

2. DURING THE DEVELOPMENT PERIOD OF THE SUBDIVISION, SIGNS ADVERTISING THE SUBDIVISION OR THE INITIAL OFFERING OF A LOT OR LOTS MAY BE LOCATED AT THE ENTRANCE TO THE SUBDIVISION.

3. PERMANENT SIGNS IDENTIFYING THE SUBDIVISION MAY BE LOCATED WITHIN THE PRIVATE STREET RIGHT-OF-WAY AT THE ENTRANCE OF THE SUBDIVISION.

I. EXISTING BUILDINGS

NO EXISTING BUILDING OR USED STRUCTURE OF ANY KIND MAY BE MOVED ONTO OR PLACED ON ANY LOT; PROVIDED, HOWEVER, THAT THE OWNER, AS DEVELOPER OF THE SUBDIVISION, MAY MAINTAIN A SALES OFFICE IN A TEMPORARY STRUCTURE FOR THE SALE OF LOTS OR HOMES IN THE SUBDIVISION.

J. TEMPORARY STRUCTURES AND OUTBUILDINGS

1. NO TRAILER, TENT, GARAGE, BARN, OUTBUILDING, NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL AT ANYTIME BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.

2. ANY THE BUILDING THAT IS DETACHED FROM THE PRINCIPLE DWELLING ON A LOT SHALL BE LIMITED TO BUILDINGS CUSTOMARILY ACCESSORY TO A SINGLE-FAMILY DWELLING, SHALL BE OF A SIMILAR ARCHITECTURAL DESIGN AS THE PRINCIPLE DWELLING, AND SHALL NOT BE ERRECTED UNTIL THE PLANS, SPECIFICATIONS AND DESIGN THEREOF ARE APPROVED BY THE ARCHITECTURAL COMMITTEE.

K. VEHICLE STORAGE AND PARKING

1. NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. NO MOTOR HOME, BOAT, TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED OR STORED WITHIN A SIDE OR FRONT YARD, AND IF NOT LOCATED WITHIN AN ENCLOSED GARAGE, SHALL BE SCREENED SUFFICIENTLY TO PREVENT ANY VIEW THEREOF FROM ANY STREET WITHIN THE SUBDIVISION.

L. ANTENNAS

NO EXTERIOR RADIO OR TELEVISION TOWER, AERIAL, OR ANTENNA SHALL BE LOCATED UPON ANY LOT. SATELLITE DISHES SHALL BE NO LARGER THAN 18" IN DIAMETER AND BE SCREENED FROM THE VIEW FROM THE STREET AND ADJACENT RESIDENTIAL LOTS WITHIN THE SUBDIVISION.

M. LANDSCAPING REQUIREMENTS

THE FRONT ELEVATION OF ALL RESIDENTIAL LOTS MUST BE PROFESSIONALLY LANDSCAPED UPON COMPLETION OF THE RESIDENCE. ALL FRONT, SIDE AND BACK YARDS MUST BE SORTED ON THE COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION. ALL PROPOSED LANDSCAPING A POINT EVERY LOT WITHIN THE SUBDIVISION MUST RECEIVE APPROVAL BY THE ARCHITECTURAL COMMITTEE.

N. INTERIOR FENCES AND WALLS

INTERIOR FENCES AND WALLS SITUATED UPON RESIDENTIAL LOTS SHALL COMPLY WITH THE FOLLOWING STANDARDS:

1. NO SUCH FENCE OR WALL SHALL EXCEED SIX (6) FEET IN HEIGHT. NO FENCE OR WALL SHALL BE ERRECTED OR MAINTAINED NEARER TO THE STREETS WITHIN THE SUBDIVISION THAN THE BUILDING SETBACK LINES DEPICTED ON THE PLAT.

2. ALL FENCES SHALL CONSIST ENTIRELY OF WOOD, BRICK, NATURAL STONE, WROUGHT IRON, OR SOME COMBINATION THEREOF. THE ARCHITECTURAL COMMITTEE MAY, BUT NOT BE OBLIGATED TO, GRANT AN EXCEPTION TO THIS PROVISION UPON WRITTEN REQUEST.

3. ALL FENCING ADJACENT TO RESERVE AREAS 'A', 'B' AND 'C' SHALL BE CONSISTENT. ANY VARIANCE MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

O. RETAINING WALLS

RETAINING WALLS SHALL BE CONSTRUCTED OF THE SAME MATERIALS AS USED IN THE CONSTRUCTION OF THE DWELLINGS SITUATED ON THE LOT AND SHALL CONFORM TO THE SAME ARCHITECTURE UTILIZED FOR SUCH DWELLING. NO RAILROAD TIES MAY BE USED IN THE CONSTRUCTION OF ANY RETAINING WALL. PLANS FOR ALL RETAINING WALLS MUST BE SUBMITTED AND APPROVED BY THE ARCHITECTURAL COMMITTEE AND BY THE CITY OF BIXBY IF LOCATED IN ANY UTILITY OR DRAINAGE EASEMENT.

P. MAILBOXES

ALL MAILBOXES SHALL BE A SINGULAR DESIGN FOR THE LOTS WITHIN SUBDIVISION AS APPROVED BY THE ARCHITECTURAL COMMITTEE. NO MAILBOX SHALL BE ERRECTED ON ANY RESIDENTIAL LOT WITHOUT THE APPROVAL OF THE DESIGN BY THE ARCHITECTURAL COMMITTEE.

Q. TRASH RECEPTACLES

TRASH RECEPTACLES SHALL NOT BE LEFT CURBSIDE FOR MORE THAN A 24 HOUR PERIOD OF TIME. ALL TRASH RECEPTACLES SHALL BE KEPT INSIDE OF A GARAGE OR SCREENED FROM VIEW FROM ALL STREETS WITHIN THE SUBDIVISION.

R. BUILDING REQUIREMENTS AND AMENDMENTS

ANY MODIFICATIONS ARE AMENDMENTS TO THE BUILDING/ARCHITECTURAL REQUIREMENTS LISTED UNDER THIS SECTION III SHALL ONLY BE ALLOWED WITH ARCHITECTURAL COMMITTEE APPROVAL AS DESCRIBED UNDER SECTION III.A HEREOF.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE RESERVE AT WHITE HAWK (HEREINAFTER REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE STORM WATER DETENTION FACILITIES AND RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE RESERVE AT WHITE HAWK.

B. MEMBERSHIP

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

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RESERVE AT WHITE HAWK, BLOCKS 7-9 AND THE BYLAWS OF THE ASSOCIATION.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE COVENANTS AND SECTION IV. HOMEOWNERS' ASSOCIATION SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN

THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN SECTION V AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BIXBY PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING THE PRIVATE COVENANTS CONTAINED WITHIN SECTION II, SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO BXPUD-18-10 MA3 BY THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BIXBY PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III. PRIVATE COVENANTS AND SECTION IV. HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST ONE (1) LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

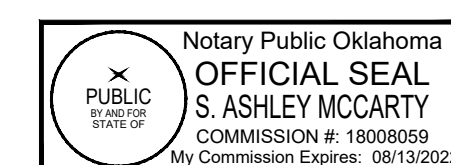
D. SEVERABILITY

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

IN WITNESS WHEREOF, WHITE HAWK MANAGEMENT RESOURCES, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WHITE HAWK MANAGEMENT RESOURCES, LLC. AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ JONATHAN WEDEL, OPERATING MANAGER



STATE OF OKLAHOMA ) ) SS. COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED JONATHAN WEDEL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS OPERATING MANAGER OF WHITE HAWK MANAGEMENT RESOURCES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

S. ASHLEY MCCARTY

MY COMMISSION EXPIRES: 8/13/2026 MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE RESERVE AT WHITE HAWK, BLOCKS 7-9", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1694



STATE OF OKLAHOMA ) ) SS. COUNTY OF TULSA )

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

JENNIFER FRITZ

MY COMMISSION EXPIRES: 6/23/2026 MY COMMISSION NUMBER: 14005589

DRAFT FINAL PLAT #1 11/8/2023 - REVISED PER TAC COMMENTS